

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, JUNE 16, 2021 AT 6:00 P.M.  
THE MEETING WILL BE HELD VIRTUALLY AT <https://ingham.zoom.us/j/84180596498>.

Agenda

Call to Order

Approval of the [June 2, 2021](#) Minutes

Additions to the Agenda

Limited Public Comment

1. Treasurer's Office – [1st Quarter Investment Report](#)
2. Prosecuting Attorney's Office
  - a. Resolution to Authorize Acceptance of the Coronavirus Emergency Supplemental Funding ([CESF](#)) [Grant](#) from the Michigan State Police
  - b. Resolution to Authorize Title IV-D Cooperative Reimbursement Program Agreement ([CRP](#)) with the Michigan Department of Health and Human Services and the Ingham County Prosecutor's Office Family Support Unit
3. Public Defenders Office
  - a. Resolution to Authorize a Lease Agreement with [Pitney Bowes](#) for a Postage Meter
  - b. Resolution to Authorize a Contractual Agreement with [Axon Enterprise, Inc.](#) for Uploading and Storage of Digital Evidence
4. Animal Control and Shelter
  - a. Resolution to Approve the Addition of Two Full-Time [Animal Care Specialist](#) Positions for the Ingham County Animal Control and Shelter
  - b. Resolution to Reclassify the Customer Service and Community Outreach Manager Position to [Community Outreach Manager](#)
5. Friend of the Court – Resolution to Authorize an [Amendment](#) to the Title IV-D Cooperative Reimbursement Program (CRP) Agreement
6. Homeland Security and Emergency Management – Resolution to Authorize a Contract with Tidal Basin Group and Adjusters International for Consulting Services to Update the [Tri-County Hazard Mitigation Plan](#)
7. Veterans Affairs Office – Resolution to Authorize a 2021 Service Agreement with [Clinton County](#)

8. Potter Park Zoo
  - a. Resolution to Authorize an Agreement with [Safety Systems](#) for Building Monitoring Services at Potter Park Zoo
  - b. Resolution to Authorize an Agreement with the [Potter Park Zoological Society](#) for Services at the Potter Park Zoo
9. Parks Department
  - a. Resolution to Authorize a Contract with Spicer Group, Inc. for Professional Consulting Services for Updating the Ingham County Park's [Five-Year Master Plan](#) and the Trails and Park Millage Plan
  - b. Resolution to Authorize a Contract with [Lopez Concrete Construction, LLC](#) for a Concrete Slab for a Storage Building at Hawk Island County Park
  - c. Resolution to Authorize a Contract with [Sherriff Goslin Co.](#) for a Roof for the Main Shelter/Winter Warming House/Ski Rental Building at Lake Lansing South County Park
  - d. Resolution to Authorize a Contingency Fund Appropriation for a Contract with [Matrix Consulting Engineers, Inc.](#) for a Lighting Study to Be Conducted at the Ingham County Medical Care Facility
  - e. Resolution to Authorize an Amendment to [Leslie Township](#) Trails and Parks Millage Agreement
10. Health Department
  - a. Resolution to Authorize an Agreement with the City of Lansing for the [Lead Safe](#) Lansing Program
  - b. Resolution to Amend the Lease Agreement with [ANC Holdings, LLC](#)
  - c. Resolution to Amend the Agreement with [Nextgen Healthcare Information Systems, Inc.](#)
  - d. Resolution to Amend the Status of [Position #601524](#) (CHR II – Forest) from Part-Time to Full-Time
  - e. Resolution to Authorize an Agreement with [Health Consulting Strategies, Inc.](#)
  - f. Resolution to Authorize an Agreement with Hope Network Medication Assisted Treatment ([MAT](#)) Services
  - g. Resolution to Authorize an Agreement with FY20-21 [Hazardous Materials](#) Emergency Response Plan Grant
  - h. Resolution to Authorize an Agreement with [UpToDate, Inc.](#)
11. Drain Commissioner – Resolution Pledging Full Faith and Credit to [Daniels Drain](#) Drainage District Bonds
12. Innovation & Technology Department – Resolution to Authorize Information Technology Improvements to Enhance [Remote Work Utilizing](#) American Rescue Plan Funds
13. Facilities Department
  - a. Resolution to Authorize a Purchase Order to [Haworth](#) via DBI for the Furniture in the Additional Leased Space at the Public Defender's Office
  - b. Resolution to Authorize an Agreement with [Roger Donaldson](#), AIA P.L.C. for the Architectural and Engineering Services for Renovating a Portion of the Human Services Building for Families Forward
14. Road Department – Resolution to Approve Agreements between Ingham County and the City of Leslie, City of Mason, City of Williamston, and the Village of Webberville for the 2021 [Pavement Marking Program](#)

15. Human Resources – Resolution to Approve Additional Modifications to Appendix D – Compensation Levels of the Managerial and Confidential Employee [Personnel Manual](#) for 2021 as a Result of Reclassification Requests
16. Controller/Administrator's Office – Resolution to Utilize up to \$1,000,000 in [American Rescue Plan Funds](#) to Fund Grant Requests from Ingham County Emergency Service Authorities

Announcements

Public Comment

Adjournment

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

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

## FINANCE COMMITTEE

June 6, 2021

### Draft Minutes

The meeting was called to order by Chairperson Grebner at 6:00 p.m. virtually via Zoom in accordance with Public Act 228 of 2020 regarding the Open Meetings Act and State of Emergency declared by the Board of Commissioners for Ingham County. A roll call attendance and the present location of the Committee members was taken for the record.

Members Present: Grebner (Ingham County, Michigan), Crenshaw (Ingham County, Michigan), Polsdofer (Ingham County, Michigan), Stivers (Ingham County, Michigan), Schafer (Ingham County, Michigan left at; 6:04 p.m.), Tennis (Ingham County, Michigan), and Maiville (Ingham County, Michigan).

Members Absent: None.

Others Present: Commissioner Peña, Michael Townsend, Gregg Todd, Barb Bidigare, Bonnie Toskey, Heidi Williams, Teri Morton, Bill Conklin, Lindsey McKeever, Kelly Jones, Liz Noel, Becky Bennett, and Mary Konieczny

### Approval of May 19, 2021 Minutes

CHAIRPERSON GREBNER STATED THAT, WITHOUT OBJECTION, THE MINUTES OF THE MAY 19, 2021 FINANCE COMMITTEE MEETING WERE APPROVED AS WRITTEN.

### Additions to the Agenda

None.

### Limited Public Comment

None.

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

1. 55<sup>th</sup> District Court – Resolution to Approve the Appointment of Mark Blumer Magistrate of the 55<sup>th</sup> District Court
2. Animal Control and Shelter – Resolution to Authorize a Memorandum of Understanding between Ingham County Landbank Fast Track Authority and the Ingham County Animal Control and Shelter
3. Capital Area Community Services – Resolution to Authorize a Contract with Capital Area Community Services (CACS) Utilizing American Rescue Plan Act of 2021 Funds for Direct Assistance Programming for Ingham County Residents

4. Community Agencies – Resolution Approving Criteria for Evaluating 2022 Applications for Community Agency Funding
5. Fair Office – Resolution to Amend Resolution #21-198 to Authorize a Contract with Xact Excavating at the Ingham County Fairgrounds
6. Health Department
  - a. Resolution to Authorize an Agreement with Maxim Healthcare Staffing Services
  - b. Resolution to Authorize Extended Cooperative Operational Agreement with the Ingham Community Health Center Board of Directors
  - c. Resolution to Authorize an Agreement with Health Consulting Strategies, Inc.
  - d. Resolution to Authorize an Agreement with Hope Network Medication Assisted Treatment (MAT) Services
7. Facilities Department
  - a. Resolution to Authorize a Purchase Order to Seelye Group for the Replacement of Courtroom 6 Judge’s Suite Carpet at the Veterans Memorial Courthouse
  - b. Resolution to Authorize an Agreement with Trane U.S. Inc. for the Domestic Hot Water Boiler Upgrade at the Ingham County Youth Center
8. Road Department
  - a. Resolution to Authorize a Contract with Michigan Paving & Materials Company for Items I (Option B), II, and III of Bid Packet #30-21 for Various 2021 Primary Road Resurfacing Projects
  - b. Resolution to Approve Local Road Agreements with Alaiedon, Bunker Hill, Leroy, Leslie, Locke, Meridian, Vevay, and Williamstown Townships
9. Human Resources – Resolution to Approve the Recommendation of the Health Care Committee to Add Aflac Group Insurance Products as a Benefit Option

THE MOTION CARRIED UNANIMOUSLY.

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

10. Board of Commissioners
  - a. Settlement Agreement Pursuant to MCL 15.268(h) (*Closed Session*)
  - b. Pending Litigation Pursuant to MCL 15.268(h) (*Closed Session*)

Commissioner Schafer stated that he would not be able to attend the rest of the meeting. He further stated that he supported the will of the committee.

MOVED BY COMM. CRENSHAW, SUPPORTED BY COMM. POLSDOFER, TO ENTER CLOSED SESSION AT APPROXIMATELY 6:03 P.M., TO DISCUSS A WRITTEN ATTORNEY-CLIENT PRIVILEGED LEGAL OPINION AS PERMITTED BY MCL 15.268(H) AND TO CONSULT WITH THE ATTORNEY REGARDING UNITED STATES DISTRICT COURT CASE # 18-CV-00819, AS PERMITTED BY MCL 15.268(E).

THE MOTION CARRIED UNANIMOUSLY BY ROLL CALL VOTE.

Commissioner Schafer left at 6:04 p.m.

MOVED BY COMM. CRENSHAW, SUPPORTED BY COMM. TENNIS, TO RETURN TO OPEN SESSION AT APPROXIMATELY 7:06 P.M.

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioner Schafer

MOVED BY COMM. SEBOLT, SUPPORTED BY COMM. TENNIS, TO APPROVE THE RECOMMENDATION OF LEGAL COUNSEL IN THE ITEM REFERENCED IN AGENDA ITEM 10A.

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioner Schafer

Announcements

None.

Public Comment

Commissioner Bob Peña stated that the Lansing Bike Co-Op sale on May 15 had raised \$2,000 against the \$40,000 building loan. He further stated that Commissioners should share that the next sale would take place on June 19, 2021.

Adjournment

The meeting was adjourned at 7:10 p.m.

## JUNE 16, 2021 FINANCE AGENDA STAFF REVIEW SUMMARY

### RESOLUTION ACTION ITEMS:

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

- 2a. Prosecuting Attorney's Office** – *Resolution to Authorize Acceptance of the Coronavirus Emergency Supplemental Funding (CESF) Grant from the Michigan State Police to the Ingham County Prosecuting Attorney's Office*

This resolution will authorize a grant agreement for \$61,295.82 with Michigan State Police for a period from June 1, 2021 through December 31, 2021 to address the coronavirus related back log of pending jury trials. The Ingham County Prosecutor's Office intends to use the funding to hire two temporary assistant prosecuting attorneys to assist with this backlog. The award specifies an hourly rate of \$27.64 for each position for a total of 1,000 hours per position, and provides \$6,015.82 for a laptop computer and docking station for each position.

See memo for details.

- 2b. Prosecuting Attorney's Office** – *Resolution to Authorize Title IV-D Cooperative Reimbursement Program Agreement (CRP) with the Michigan Department of Health and Human Services and the Ingham County Prosecutor's Office Family Support Unit*

This resolution will authorize an Amendment to the current IV-D Cooperative Reimbursement Program agreement for two additional one-year periods from October 1, 2021 through September 30, 2023.

- 3a. Public Defenders Office** – *Resolution to Authorize a Lease Agreement with Pitney Bowes for a Postage Meter for the Office of the Public Defender*

This resolution will authorize entering into a lease agreement with Pitney Bowes Inc. for a postage meter machine for an annual cost of \$616.68. The Office of the Public Defender sends out many forms of correspondence to indigent clients as well as expert witnesses and law partners. It is cumbersome to purchase individual stamps. A mid-size postage machine will ease the labor intensive process of sending out daily mail.

See memo for details.

- 3b. Public Defenders Office** – *Resolution to Authorize Contractual Agreement with Axon Enterprise, Inc. for Uploading and Storage of Digital Evidence*

This resolution will authorize an agreement between the Ingham County Office of the Public Defender and Axon Enterprises for licenses and storage fees for approximately one terabyte of storage of digital evidence provided to the Office of the Public Defender from the Ingham County Prosecutor's Office as well as any prosecuting officials at a cost of \$7,068 per year for five years. The cost for this will be included in the annual contract with the Michigan Indigent Defense Commission. Total cost could change if the number of licenses increases.

The collection and evaluation of evidence is critical to the performance of the duties of the Office of the Public Defender. Police/citizen interactions are increasingly being captured through the use of body worn cameras (BWC) and car mounted camera systems as well as privately owned media. The Lansing Police Department, the Lansing Township Police Department and the Ingham County Sheriff's Office archive their BWC and car mounted evidence through an agreement with Axon Enterprise, Inc. through a web based media collection server under the trade name Evidence.com and provide this evidence to the Ingham County Prosecutor's Office and their prosecuting officials through Evidence.com. This agreement with Axon Enterprises, Inc. will provide licensing and storage of their product, Evidence.com, in a manner that would allow the attorneys and staff of the Office of the Public Defender to utilize the media they store in an efficient and effective manner.

See memo for details.

**4a. Animal Control – Resolution to Approve the Addition of Two Full-Time Animal Care Specialist Positions for Ingham County Animal Control and Shelter**

This resolution will approve the addition of two full-time Animal Care Specialists (CCLP Animal Control grade 1) for the Ingham County Animal Control & Shelter (ICACS). ICACS currently employs five full time Animal Care Specialists (ACS) and two temporary staff whose responsibilities include daily feeding, cleaning, and medicating of all animals in ICACS care. When an ACS calls in sick or takes a vacation, it often results in overtime or having inadequate coverage. Additionally, with only five employees being able to perform all essential functions of the job, burn out, compassion fatigue, and eventual turnover of full-time staff are of concern. Staffing is supplemented with temporary employees but there are issues with relying on temporary positions. The training period occupies a large portion of the six-month term we are limited to with these positions. In addition, temporary employees are restricted from performing certain job functions such as euthanasia, distribution of medication, rabies testing, diagnostic, and laser therapy treatments, which all require training that is more extensive. Additionally, due to the nature of the temporary position, the staff we hire for these positions often have limited availability and scheduling them where needed is challenging.

The long-term (topped out) cost for each position at full-time is \$97,492 for a total cost of \$194,984. Funding exists in the Ingham County Animal Shelter Millage Fund to cover these positions. At the end of 2020, the millage fund had a balance of around \$815,000. With these position additions, as well as the previous addition of the Animal Behavior Coordinator, the fund is projected to have a balance of around \$650,000 at the end of 2022, which is the end of the current millage approval. This will allow adequate funds for any capital projects that may be needed between now and the end of 2022. The Animal Control Director and Controller's Office would like to start having discussions with the Law and Courts Committee toward the end of 2021 concerning options for a 2022 millage renewal.

See memo for details.

**4b. Animal Control – Resolution to Reclassify the Customer Service and Community Outreach Manager Position to Community Outreach Manager at the Ingham County Animal Control and Shelter**

This resolution will approve the conversion of the vacant position #421028 from a Customer Service and Community Outreach Manager (MC group level 8, \$54,281.32 - \$65,155.40) to Community Outreach Manager (MC group, level 7, \$49,600.76-\$59,539.82). Topped out wages and fringes will decrease costs by \$8,240 annually. This position is funded by the Animal Shelter millage.



The Customer Service and Community Outreach Manager was created in 2016 for the purposes of supervising office operations, managing community outreach events, and performing fundraising. When the position recently became vacant, Ingham County Animal Control and Shelter (ICACS) and Human Resources reviewed the position. There were a number of overlapping job duties with the Office Coordinator. The position was reclassified to reflect the direction and rebranding that has been taking place over the last year. The new Community Outreach Coordinator position will be responsible for formulating and implementing a comprehensive communication strategy to promote ICACS and its programs.

See memo for details.

**5. Friend of the Court – Resolution to Authorize an Amendment to the Title IV-D Cooperative Reimbursement Program (CRP) Agreement**

This resolution will approve an amendment to the current IV-D Cooperative Reimbursement Program Agreement for up to two additional one-year periods, for FY 2022 and FY 2023. Ingham County Friend of the Court (FOC) receives Title IV-D funding to administer their child support program. This funding provides reimbursement at the rate of 66% to the County for FOC operations. To obtain IV-D funding, FOC enters into a contract with the Michigan Department of Health and Human Services (MDHHS) Office of Child Support.

The current five year IV-D Cooperative Reimbursement Program (CRP) Agreement is effective October 1, 2016 to September 30, 2021 and has an estimated contract value of \$21,781,638.41. This agreement grants MDHHS the “Option to Renew” the Agreement for up to two additional one-year periods by an Amendment not less than 30 days before its expiration. MDHHS is exercising their right to renew the current CRP Agreement for up to two additional one-year periods (FY 2022 and FY 2023). The deadline to renew the current Agreement by Amendment is June 30, 2021.

See memo for details.

**6. Homeland Security and Emergency Management – Resolution to Authorize a Contract with Tidal Basin Group and Adjusters International for Consulting Services to Update the Tri-County Hazard Mitigation Plan**

This resolution will authorize a contract with Tidal Basin Group and Adjusters International to update the Tri-County Hazard Mitigation Plan at a cost not to exceed \$85,530. The Federal Emergency Management Agency (FEMA) requires our Tri-County Hazard Mitigation Plan be maintained and updated every five years.

Bid packages from four vendors were received, and representatives from the Tri-County planning team chose Tidal Basin based on the criteria established in the RFP. Tidal Basin was also the lowest bidder. Funding from the Department of Homeland Security’s FY2018 Pre-Disaster Mitigation Grant program, approved by Resolution #20-438, will be used to fund this contract.

See memo for details.

**7. Veterans Affairs Office – Resolution to Authorize a 2021 Service Agreement with Clinton County**

This resolution authorizes the Department of Veterans Affairs to enter into a 2021 Service Agreement with Clinton County. Clinton County does not have a Veterans Affairs Department to render proper services to its residents who are veterans. Clinton County will reimburse Ingham County a total of \$16,224.61 for services provided to Clinton County veterans.

**8a. Potter Park Zoo - Resolution to Authorize an Agreement with Safety Systems for Building Monitoring Services at Potter Park Zoo**

This resolution authorizes a five-year agreement, with Safety Systems, Inc., for monitoring services at Potter Park Zoo in an annual amount not to exceed \$1,440. Funds for this agreement are included in the Zoo budget.

**8b. Potter Park Zoo - Resolution to Authorize an Agreement with the Potter Park Zoological Society for Services at the Potter Park Zoo**

This resolution authorizes a new five-year agreement with the Zoological Society for services at the Potter Park Zoo. The new agreement will not only include the structure allowing the Potter Park Zoological Society to provide services at the Zoo to maintain ongoing education programs, volunteer activities, special events, communications, public relations, and marketing, but also the standards of operation as required by the Association of Zoos and Aquariums (AZA), a fundraising emphasis, and inclusive education for all zoo guests. The Zoological Society as a support organization has the potential to raise significant funds for Potter Park Zoo. The proposed agreement places more importance on the role of the Society fundraising for the Zoo.

**9a. Parks Department - Resolution to Authorize a Contract with Spicer Group, Inc. for Professional Consulting Services for Updating the Ingham County Park's Five-Year Master Plan and the Trails and Park Millage Plan**

This resolution authorizes a contract with Spicer Group for a new five-year master plan for Parks and the Trails & Parks Millage. There is \$80,000 available in line item 228-62800-802000 for this project previously approved in the 2021 budget request. This resolution requests an additional \$500 from the Trails and Parks Millage fund balance. The Ingham County Park Commission supported this resolution at their May 24, 2021 meeting.

**9b. Parks Department - Resolution to Authorize a Contract with Lopez Concrete Construction, LLC for a Concrete Slab for a Storage Building at Hawk Island County Park**

This resolution authorizes a contract with Lopez Concrete Construction for the purpose of constructing a new concrete slab for a storage building at Hawk Island County Park. The Evaluation Committee recommends that a contract be awarded to Lopez Concrete Construction, LLC. The project will not exceed \$24,200 and funds are available in the Parks Department budget.

**9c. Parks Department - Resolution to Authorize a Contract with Sherriff Goslin Co. for a Roof for the Main Shelter/Winter Warming House/Ski Rental Building at Lake Lansing South County Park**

This resolution authorizes a contract with Sherriff Goslin Co. for the base bid in the amount of \$33,866 for supplying and installing standing seam metal roofing on the main picnic shelter/winter warming house/ski rental building at Lake Lansing South County Park. Funding is available within the Parks Department budget.

**9d. Parks Department - Resolution to Authorize a Contingency Fund Appropriation for a Contract with Matrix Consulting Engineers, Inc. for a Lighting Study to Be Conducted at the Ingham County Medical Care Facility**

This resolution authorizes a transfer of up to \$1,500 from the 2021 Ingham County Contingency fund to enter into a contract with Matrix Consulting Engineers, Inc. for a lighting study to be conducted for parking lot lights at the Ingham County Medical Care Facility.

**9e. Parks Department - Resolution to Authorize an Amendment to Leslie Township Trails and Parks Millage Agreement**

This resolution authorizes an additional \$60,000 for Leslie Township for additional funding for prime professional assistance for a topographical survey, design/engineer, bidding assistance, and construction admin/inspection.

**10a. Health Department - Resolution to Authorize an Agreement with the City of Lansing for the Lead Safe Lansing Program**

This resolution authorizes an agreement with the City of Lansing in an amount not to exceed \$96,255 to facilitate outreach and enrollment for families in the Lead Safe Lansing program effective June 1, 2021 through July 3, 2024. This agreement will be covered by funding allocated by the City of Lansing for providing staff support costs to implement this program.

**10b. Health Department - Resolution to Amend the Lease Agreement with ANC Holdings, LLC**

This resolution amends the original lease agreement with ANC Holdings, LLC, effective July 1, 2021 through June 30, 2031 for an amount not to exceed \$750,000. This lease agreement was originally authorized through Resolutions #20-230 and #20-256, for a leased space of 4,188 square feet. Amending this agreement will increase the leased space from 4,188 square feet to 5,263 square feet to allow continued operations of a CHC at this location. This amendment will include an on-site pharmacy and ten reserved employee parking spots located at the Allen Neighborhood Center on 1611 E. Kalamazoo Street, Lansing, Michigan.

**10c. Health Department - Resolution Amend the Agreement with Nextgen Healthcare Information Systems, Inc.**

This resolution authorizes amending Resolution #10-275 with NextGen® Healthcare Information Systems, Inc. (NextGen®) to include a one-time professional consulting services effective, June 30, 2021 through August 31, 2021, for an amount not to exceed \$45,000. Funding is available through the American Rescue Plan Act of 2021.

**10d. Health Department - Resolution to Amend the Status of Position #601524 (CHR II – Forest) from Part-Time to Full-Time**

This resolution authorizes a change in status of position #601524 from part-time to full-time status for an amount not to exceed \$19,595 (plus benefits), effective July 1, 2021 and to be ongoing. The cost of this change will be covered by Ryan White 340B revenue.

**10e. Health Department - Resolution to Authorize an Agreement with Health Consulting Strategies, Inc.**

This resolution authorizes entering into an agreement with HCS to support planning efforts, for an amount not to exceed \$20,000, effective July 1, 2021 through November 30, 2021. Funds are available from the HRSA grant.

**10f. Health Department - Resolution to Authorize an Agreement with Hope Network Medication Assisted Treatment (MAT) Services**

This resolution authorizes a service agreement with Hope Network for a .40 FTE physician to provide MAT services at its New Hope and Birch CHCs, effective February 1, 2021 through January 1, 2023 in an amount not to exceed \$95,400. Funding is available through the American Rescue Plan Act of 2021.

**10g. Health Department - Resolution to Authorize an Agreement with FY20-21 Hazardous Materials Emergency Response Plan Grant**

This resolution authorizes a grant agreement with the FY20-21 Hazardous Materials Emergency Preparedness Planning Program (HMEPP) in the amount of \$2,515, to provide financial assistance for hazardous materials emergency response plans effective September 30, 2020 through September 29, 2021.

**10h. Health Department - Resolution to Authorize an Agreement with UpToDate, Inc.**

This resolution authorizes an agreement with UpToDate Inc. in an amount not to exceed \$9,350, evidence-based clinical support resource, effective upon the date of execution through May 31, 2022. Funding is available in the Community Health Center Fund reserves.

**11. Drain Commissioner – Resolution Pledging Full Faith and Credit to Daniels Drain Drainage District Bonds**

This resolution pledges Ingham County full faith and credit for the prompt payment of the principal of and interest on the Bonds in a par amount not to exceed \$8,790,000. The County shall immediately advance sufficient moneys from County funds, as a first budget obligation, to pay the principal of and interest on any of the Bonds should the Drainage District fail to pay such amounts when due. The County shall, if necessary, levy a tax on all taxable property in the County, to the extent other available funds are insufficient to pay the principal of and interest on the Bonds when due.

**12. Innovation & Technology Department – Resolution to Authorize Information Technology Improvements to Enhance Remote Work Utilizing American Rescue Plan Funds**

This resolution states that the Ingham County Board of Commissioners funding from Ingham County's allocation from the American Rescue Plan (ARP) in an amount not to exceed \$1,500,000 for the first phase of a project to enhance remote work capability.

**13a. Facilities Department – Resolution to Authorize a Purchase Order to Haworth via DBI for the Furniture in the Additional Leased Space at the Public Defender's Office**

This resolution authorizes a purchase order to Haworth via DBI, 912 E. Michigan Ave., Lansing, MI 48912, to furnish, install, and move furniture.

**13b. Facilities Department** – *Resolution to Authorize an Agreement with Roger Donaldson, AIA P.L.C. for the Architectural and Engineering Services for Renovating a Portion of the Human Services Building for Families Forward*

This resolution authorizes an agreement with Roger Donaldson AIA P.L.C., for architectural and engineering services to expand Community Mental Health's Families Forward program at the Human Services Building. The agreement will not exceed \$26,206 and funds for this project are available in the Community Mental Health's Revolving Maintenance Fund, which is reimbursed by CMH.

**14. Road Department** – *Resolution to Approve Agreements between Ingham County and the City of Leslie, City of Mason, City of Williamston, and the Village of Webberville for the 2021 Pavement Marking Program*

This resolution authorizes entering into individual agreements with the City of Leslie for an estimated cost of \$1,709.68, the City of Mason for an estimated cost of \$3,855.48, the City of Williamston for an estimated cost of \$1,431.58, and the Village of Webberville for an estimated cost of \$1,498.13, if they choose to participate in the Road Department's 2021 Pavement Marking Program and at no additional cost to the Road Department.

**15. Human Resources** – *Resolution to Approve Additional Modifications to Appendix D – Compensation Levels of the Managerial and Confidential Employee Personnel Manual for 2021 as a Result of Reclassification Requests*

This resolution approves the following modifications to Appendix D – Compensation Levels of the 2021 Managerial and Confidential Employee Personnel Manual for 2021:

- Position #101019 Administrative Assistant – Board of Commissioners Office (formerly Administrative Secretary), Board of Commissioners Office: Move from MC 3 to MC 5
- Position #231001 Purchasing Director, Purchasing Department: Move from MC 12 to MC 13
- Position #226010 HR Generalist - Employment Specialist (formerly HR Specialist), Human Resources Department: Move from MC 9 to MC 10
- Position #226011 HR Generalist – Labor & Employee Relations Specialist (formerly HR Specialist), Human Resources Department: Move from MC 9 to MC 10
- Position #226010 HR Analyst, Human Resources Department: Move from MC 7 to MC 9
- Position #226005 HR Employee Data Analyst (formerly Employee Services Coordinator), Human Resources Department: Move from MC 6 to MC 7

The financial impact associated with the proposed reclassifications is as follows:

<u>Position Title</u>	2021	2021	<u>Difference</u>
	<u>Current Grade, Step 5</u>	<u>Proposed Grade, Step 5</u>	
Administrative Assistant - BOC	MC 3: 44,763.10	MC 5: 51,054.39	6,649.46
Purchasing Director	MC 12: 90,111.79	MC 13: 96,400.88	6,289.09
HR Gen'l – Employment Spec.	MC 9: 71,065.43	MC 10: 77,714.89	6,649.46
HR Gen'l – Labor & EE Rel Spec.	MC 9: 71,065.43	MC 10: 77,714.89	6,649.46
HR Analyst	MC 7: 59,539.82	MC 9: 71,065.43	11,525.61
HR Employee Data Analyst	MC 6: 54,966.92	MC 7: 59,539.82	4,572.90
TOTAL:			42,335.98

**16. Controller/Administrator's Office – *Resolution to Utilize up to \$1,000,000 in American Rescue Plan Funds to Fund Grant Requests from Ingham County Emergency Service Authorities***

This resolution authorizes that up to \$1,000,000 of First Tranche Amount funds be dedicated to Ingham County emergency service authorities to enhance operations impacted by COVID-19.

**PRESENTATION/DISCUSSION/OTHER ITEM:**

**1. Treasurer's Office – *1st Quarter Investment Report***

**INGHAM COUNTY  
POOLED CASH AND INVESTMENTS  
MARCH 31, 2021**

	<b>PURCHASE DATE</b>	<b>MATURITY</b>	<b>INTEREST RATE</b>	<b>BALANCE MARCH 31, 2021</b>
<b>OPERATING BANK ACCOUNTS</b>				
<b>OPERATING BANK ACCOUNTS</b>				<b>46,096,933.27</b>
<b>CERTIFICATES OF DEPOSIT</b>				
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	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	5/30/2019	5/30/2021	2.81	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	9/28/2020	6/25/2021	0.20	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
<b>TOTAL CERTIFICATES OF DEPOSIT</b>				<b>28,014,867.19</b>
<b>RESERVE AND SAVINGS</b>				
LAFCU			0.25	180,341.57
MSUFCU			0.20	348,075.58
DART			0.85	1,807,652.03
DART				200,000.00
SMALL ACCOUNTS				32.19
MICHIGAN CLASS				60,886,864.35
<b>TOTAL RESERVE AND SAVINGS</b>				<b>63,422,965.72</b>

**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 Home Loan Bank	9/2/2020	3/17/2025	0.50	1,000,000.00
Federal Home Loan Bank	9/10/2020	9/15/2023	0.30	1,000,000.00
Federal Home Loan Bank	9/10/2020	6/24/2024	0.41	1,000,000.00
Federal Home Loan Bank	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 Bank	10/8/2020	10/28/2029	0.75	1,000,000.00
Federal Home Loan Bank	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	STEP	1,000,000.00
Federal Farm Credit Bank	3/30/2020	3/30/2027	1.55	2,000,000.00

**TOTAL FED AGENCY COUPON SECURITIES****36,000,135.56****COMMERCIAL PAPER**

ABN AMBRO FUNDING USA	9/30/2020	5/26/2021	0.20	4,993,388.89
AT&T INC	2/9/2021	8/17/2021	0.26	4,993,175.00
COLLAT COMM PAPER V CO	9/28/2020	4/28/2021	0.15	4,995,597.23
CREDIT SUISSE (NY BRANCH)	10/1/2020	6/25/2021	0.21	4,992,212.50
HSBC USA INC	9/17/2020	4/1/2021	0.27	1,997,044.44
LVMH MOET HENNESSY VUITTON	12/17/2020	10/22/2021	0.21	1,996,394.66
NATIXIS (NY Branch)	9/28/2020	6/25/2021	0.18	4,993,250.00

**TOTAL COMMERCIAL PAPER****28,961,062.72****MUNICIPAL BONDS**

Haslett Schools	5/24/2017	5/1/2021	2.01	250,405.40
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****1,700,250.49**



**TOTAL POOLED INVESTMENTS**

**158,099,281.68**

**TOTAL POOLED CASH AND INVESTMENTS**

**204,196,214.95**



**Eric A. Schertzing, Ingham County Treasurer**

## Agenda Item 2a

**TO:** Board of Commissioners Law & Courts, County Services, and Finance Committees

**FROM:** Mike Cheltenham, Chief Assistant Prosecuting Attorney

**DATE:** June 1, 2021

**SUBJECT:** Resolution to Authorize Acceptance of Coronavirus Emergency Supplemental Funding (CESF) Grant from the Michigan State Police (MSP) for the Ingham County Prosecutor's Office (ICPO) to Hire Contractual Personnel

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### **BACKGROUND**

In May of 2020, the Michigan Department of State Police (MSP) received supplement funding from the Office of Justice Programs (OJP) under the Coronavirus Supplement Funding Program (CESF). As part of the 2021 CESF program, MSP accepted applications from the county prosecutors' offices for funding to hire contractual personnel to address coronavirus related backlogs. The grant covers hourly wages for contractual employees and technology expenses related to the position. The Ingham County Prosecutor's Office (ICPO) received a CESF Grant for \$61,295.62. ICPO intends to use the funding to hire two temporary assistant prosecuting attorneys to address the case backlogs in the district and circuit court. The grant agreement runs from June 1, 2021 to December 31, 2021.

### **ALTERNATIVES**

None at this time.

### **FINANCIAL IMPACT**

This is a re-imbursement grant. There is no financial impact to the county.

### **OTHER CONSIDERATIONS**

Due to the COVID-19 pandemic, court operations have been significantly scaled back in the both the district and circuit courts. Jury trials, which require substantial public participation, have been on hold during the pandemic. As a result, there is a significant backlog of cases awaiting jury trial. In the 30<sup>th</sup> Circuit Court, our office has approximately 900 felony cases pending. All three-area district courts have similar backlogs. ICPO intends to hire two temporary assistant prosecuting attorneys (APAs) to assist with resolving this backlog. The CESF grant would pay for the hourly wages of both employees and the cost of laptop computers for each.

### **RECOMMENDATION**

Based on the information provided, I respectfully request 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 ACCEPTANCE OF THE CORONAVIRUS EMERGENCY  
SUPPLEMENTAL FUNDING (CESF) GRANT FROM THE MICHIGAN STATE POLICE**

WHEREAS, the Department of the Michigan State Police (MSP) received funding under the federal Office of Justice Programs 2021 fiscal year “Coronavirus Emergency Supplement Funding Program” (CESF); and

WHEREAS, the Michigan State Police had awarded the Ingham County Prosecutor’s Office (ICPO) a grant award under the CESF grant program in the amount of \$61,295.81; and

WHEREAS, this funding is for expenses directly related to the hiring of contractual personnel to address the coronavirus related back log in prosecutors’ offices in Michigan; and

WHEREAS, the COVID-19 pandemic has caused a significant backlog of pending jury trials in both the district and circuit courts of Ingham County; and

WHEREAS, the ICPO intends to use the funding to hire two (2) temporary assistant prosecuting attorneys (APAs) to assist with this backlog; and

WHEREAS, the grant agreement runs from June 1, 2021 to December 31, 2021 and provides re-imbursement for the hourly wages, excluding fringe benefits, and purchase of a laptop computer for each temporary APA; and

WHEREAS, the award specifies an hourly rate of \$27.64 for each position for a total of 1,000 hours per position, and provides \$6,015.82 for a laptop computer and docking station for each position.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes the Ingham County Prosecutor’s Office to enter into a grant agreement for \$61,295.82 with the Michigan State Police from June 1, 2021 through December 31, 2021.

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

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

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

**FROM:** Mike Cheltenham, Chief Assistant Prosecuting Attorney

**DATE:** June 7, 2021

**SUBJECT:** Resolution to Authorize Title IV-D Cooperative Reimbursement Program Agreement (CRP) with the Michigan Department of Health and Human Services and the Ingham County Prosecutor's Office Family Support Unit

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**BACKGROUND**

Ingham County Prosecutor's Office Family Support Unit (ICPO FSU) receives Title IV-D funding to establish orders of paternity, child support orders, and pursue criminal non-support matters. Through the IV-D Cooperative Reimbursement Program Agreement (CRP), funds appropriated by the County and spent by the ICPO FSU, are reimbursed at the rate of 66% by the federal government through the Office of Child Support. The current five-year IV-D CRP agreement expires September 30, 2021 but has an "Option to Renew" for two additional one-year periods. ICPO received notice on June 3, 2021 that the Michigan Department of Health and Human Services (MDHHS) is exercising their right to renew the current CRP agreement for two additional one-year periods (FY 2022 and FY 2023). The deadline to renew the current IV-D CRP amendment is June 30, 2021.

**ALTERNATIVES**

Without continued revenue from the IV-D Cooperative Reimbursement Program and corresponding incentive revenues, the County would incur approximately \$978,402 in additional expenditures over the next two years to sustain ICPO FSU operations.

**FINANCIAL IMPACT**

The total amendment amount for both FY 2022 and FY 2023 is \$1,438,827. Of that amount, the state reimbursement is \$949,626 for each year. The county share for each year of the amendment is \$489,201.

**STRATEGIC PLANNING IMPACT**

Authorizing the amendment to the CRP grant continues ICPO FSU operations, which provide child support services to the residents of Ingham County.

**OTHER CONSIDERATIONS**

None.

**RECOMMENDATION**

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 AN AMENDMENT TO THE TITLE IV-D COOPERATIVE  
REIMBURSEMENT PROGRAM (CRP) AGREEMENT AND THE INGHAM COUNTY  
PROSECUTOR'S OFFICE FAMILY SUPPORT UNIT**

WHEREAS, the Ingham County Prosecutor's Office Family Support Unit (ICPO FSU) receives Title IV-D funding to establish orders of paternity, child support orders, and pursue criminal non-support matters; and

WHEREAS, through the IV-D Cooperative Reimbursement Program Agreement (CRP), funds appropriated by the County and spent by ICPO FSU will be reimbursed at the rate of 66% by the federal government through the Michigan Department of Health and Human Services (MDHHS) Office of Child Support; and

WHEREAS, the current five year IV-D Cooperative Reimbursement Program Agreement between the MDHHS and ICPO FSU is effective October 1, 2016 to September 30, 2021, and

WHEREAS, the current CRP agreement includes an "Option to Renew" for up to two additional one year periods; and

WHEREAS, the ICPO FSU received notice on June 3, 2021 that the MDHHS is exercising the right to renew the current Title IV-D Cooperative Reimbursement Program Agreement for two additional one-year periods (fiscal years 2020 and 2023) covering October 1, 2021 through September 30, 2023; and

WHEREAS, the total agreement amount for each fiscal year is \$1,438,827; and the total state of Michigan share for each fiscal year is \$949,626; and the county share for each fiscal year is \$489,201; and

WHEREAS, the Cooperative Reimbursement Program agreement funds the majority of operating and personnel costs of the ICPO FSU.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approve an Amendment to the current IV-D Cooperative Reimbursement Program agreement for two additional one-year periods from October 1, 2021 through September 30, 2023.

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 and approved as to form by the County Attorney.

**TO:** Board of Commissioners Laws & Courts and Finance Committees  
**FROM:** *Russ Church*  
**DATE:** *June 1, 2021*  
**SUBJECT:** *Purchase of Pitney Bowes Postage Meter*  
*For the meeting agenda of June 10<sup>th</sup> and June 16<sup>th</sup> 2021*

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**BACKGROUND**

The Office of the Public Defender sends out welcome letters, close letters, and other forms of correspondence to indigent clients as well as expert witnesses and our law partners. It is cumbersome to purchase individual stamps. A mid-size postage machine will ease the labor intensive process of sending out daily mail.

**ALTERNATIVES**

If a postage meter is not purchased, the manual labor placing individual stamps on individual pieces of mail takes away valuable time from support staff that could be better placed in other areas of our daily practice.

**FINANCIAL IMPACT**

The cost of acquiring a mid-size postage meter that stamps the mail for us is \$618.68 annually for the postage machine, excluding the cost of postage.

**STRATEGIC PLANNING IMPACT**

The use of a postage machine promotes the county strategic plan by enhancing the efficiency of the service the Office of the Public Defender provides to county residents.

**OTHER CONSIDERATIONS**

MIDC Standard 2 requires that the Office of the Public Defender be in contact with the client within three business days. Standard 2A establishes that the interview must occur “as soon as practicable after appointment,” and for our indigent clients who are not in custody, this means getting welcome letters in the mail the same day of appointment. Having an onsite postage meter will facilitate meeting MIDC Standard 2.

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to support the Lease Agreement with Pitney Bowes for the Postage Meter.

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE A LEASE AGREEMENT WITH PITNEY BOWES  
FOR A POSTAGE METER**

WHEREAS, the Office of the Public Defender is in need of a postage meter to stamp outgoing mail to its indigent clients; and

WHEREAS, it is recommended by the Office of the Public Defender to enter into a lease agreement with Pitney Bowes who submitted a responsive and responsible lease agreement of \$616.68 annually for the postage machine for 5.25 years; and

WHEREAS, funds are available in the appropriate contractual line item.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a lease agreement with Pitney Bowes Inc., P.O. Box 371896, Pittsburg, PA 15250-7896, for a postage meter machine for an annual cost of \$616.68.

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 3b**

**TO:** Law and Courts and Finance Committees

**FROM:** Russel A. Church, Chief Public Defender

**DATE:** June 1, 2021

**SUBJECT:** Resolution to Authorize Contractual Agreement between the Ingham County Office of the Public Defender and Axon Enterprise, Inc. for Uploading and Storage of Digital Evidence For the Meeting Agendas of June 10, 2021 and June 16, 2021

### **BACKGROUND**

The Ingham County Office of the Public Defender represents adults charged with crimes in all courts of Ingham County. In order to properly represent the people, much effort is put into collecting relevant information about the situation that led to charges. Increasingly, this information comes in a digital format. Several police agencies are using body cameras now. Most have been using car mounted cameras for a number of years. Lansing, Lansing Township, and, most recently, the Ingham County Sheriff's office use a product offered by Axon Enterprises, Inc. to store and manage this digital information. The office is provided a link by the Ingham County Prosecutor's Office, but they are changing the way the information is shared. Additionally, using their system limits the use that the Public Defender's Office can make of the evidence. The product is known as Evidence.com. The Ingham County Office of the Public Defender has contacted them and they have provided information about independent licensing which would improve storage and usage options. They have provided a quote that provides enough licenses for the current staff who would use them for a five year term at a cost of seven thousand sixty eight dollars (\$7,068) per year.

### **FINANCIAL IMPACT**

The cost of acquiring this product and licenses would be included in the Michigan Indigent Defense Commission grant, so there would be little or no adverse impact to the county.

### **STRATEGIC PLANNING IMPACT**

The primary county goal that is impacted is to provide quality services to the residents of the county and to do so in a cost-effective manner. The storage provided as part of this contract will reduce other expenses of this office because we have developed a retention plan that would require us to look elsewhere for long term storage of this digital evidence.

### **OTHER CONSIDERATIONS**

None.

### **RECOMMENDATION**

Based on the information outlined above, 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 A CONTRACTUAL AGREEMENT WITH  
AXON ENTERPRISE, INC. FOR UPLOADING AND STORAGE OF DIGITAL EVIDENCE**

WHEREAS, the Ingham County Office of the Public Defender is charged with the responsibility for representation of indigent defendants accused of crimes in Ingham County; and

WHEREAS, the collection and evaluation of evidence is critical to the performance of those duties; and

WHEREAS, police/citizen interactions are increasingly being captured through the use of body worn cameras (BWC) and car mounted camera systems as well as privately owned media; and

WHEREAS, the collection, storage, and ability to redact portions (on occasion) of the media is an essential function of giving appropriate advice to clients on the impact of the this evidence; and

WHEREAS, the Lansing Police Department, the Lansing Township Police Department, and, most recently, the Ingham County Sheriff's Office archive their BWC and car mounted evidence through an agreement with Axon Enterprise, Inc. through a web based media collection server under the trade name Evidence.com and provide this evidence to the Ingham County Prosecutor's Office and their prosecuting officials through Evidence.com; and

WHEREAS, the Ingham County Prosecutor has indicated that the method by which they have been sharing this information with the Ingham County Office of the Public Defender is not sustainable due to the volume of files shared between the two agencies; and

WHEREAS, other storage options have been considered but would lack the ability to store the information in the method most readily usable to the Ingham County Office of the Public Defender; and

WHEREAS, Axon Enterprises, Inc. has provided an estimate to provide licensing and storage of their product, Evidence.com in a manner that would allow the attorneys and staff of the Office of the Public Defender to utilize the media they store in an efficient and effective manner at a cost of seven thousand sixty-eight dollars (\$7,068) per year under a five year service agreement with no annual increases in base cost (total cost could change if the number of licenses increases); and

WHEREAS, entering into this agreement promotes the goals of the county strategic plan to provide cost effective and efficient services to the residents of this county.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes an agreement between the Ingham County Office of the Public Defender and Axon Enterprises for licenses and storage fees for approximately one terabyte of storage of digital evidence provided to the Office of the Public Defender from the Ingham County Prosecutor's Office as well as any prosecuting officials (city/township attorneys) at a cost of seven thousand sixty-eight dollars (\$7,068) per year.

BE IT FURTHER RESOLVED, that the cost for said product will be requested annually as part of the grant process with the Michigan Indigent Defense Commission and will be funded through the use of those monies.

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

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 Law & Courts, County Services and Finance Committees  
**FROM:** Heidi Williams, Director, Ingham County Animal Control & Shelter  
**DATE:** May 27, 2021  
**SUBJECT:** Addition of two full time Animal Care Specialists  
For the meeting agenda of June 10, June 15 and June 16, 2021

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### **BACKGROUND**

The Ingham County Animal Control & Shelter (ICACS) currently employs five full-time Animal Care Specialists (ACS) and two temporary staff whose responsibilities include daily feeding, cleaning, and medicating of all animals in our care. The ICACS follows the Association of Shelter Veterinarians (ASV), the National Animal Care and Control Association (NACA), and the Humane Society of the United States (HSUS) recommendations for capacity for care, which requires 15 minutes of care per animal per day. This means that one staff member working an eight-hour shift can adequately care for 29 animals in that shift (accounting for breaks). Our minimum staffing is routinely three to four ACS per day, which allows us to care for approximately 125 animals each day. When an ACS calls in sick or takes a vacation, it often leaves us paying overtime or having inadequate coverage. Additionally, with only five employees being able to perform all essential functions of the job, I am concerned about burn out, compassion fatigue, and eventual turnover of our full-time staff. Many parts of their job are unpleasant. These functions include animal euthanasia and rabies testing, which involves decapitation of the deceased animal. When these tasks are evenly distributed amongst more employees, the burn out and compassion fatigue is reduced.

We have been supplementing staffing with temporary employees but there are issues with relying on temporary positions. It takes four to eight weeks to properly train an incoming ACS in animal care, cleaning protocols, and animal handling to get the employee ready to work. This training period occupies a large portion of the six-month term we are limited to with these positions. In addition, temporary employees are restricted from performing certain job functions such as euthanasia, distribution of medication, rabies testing, diagnostic (fecal exams etc.) and laser therapy treatments, which all require training that is more extensive. Additionally, due to the nature of the temporary position, the staff we hire for these positions often have limited availability and scheduling them where needed is challenging.

### **ALTERNATIVES**

If these positions are not approved, then ICACS will continue to hire temporary animal care staff to supplement our staffing.

### **FINANCIAL IMPACT**

The long-term (topped out) cost for each position at full-time is \$97,492 for a total cost of \$194,984. Funding exists in the Ingham County Animal Shelter Millage Fund to cover these positions.

### **STRATEGIC PLANNING IMPACT**

This resolution supports the Ingham County Strategic Plan by providing quality and efficient services all while practicing fiscal responsibility.

### **RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to add two full-time Animal Care Specialists to the Ingham County Animal Control & Shelter.

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE THE ADDITION OF TWO FULL-TIME ANIMAL CARE  
SPECIALIST POSITIONS FOR THE INGHAM COUNTY ANIMAL CONTROL AND SHELTER**

WHEREAS, the Ingham County Animal Control and Shelter (ICACS) currently employs five full-time Animal Care Specialists (ACS) and two temporary Animal Care Specialists; and

WHEREAS, temporary ACS positions are unable to perform all of the essential job duties because of their employment time limits; and

WHEREAS, Human Resources and the Capital City Labor Program, Inc. (CCLP) are both in agreement with adding these positions; and

WHEREAS, total (wage and fringe) top out cost for each position is \$97,492; and

WHEREAS, the cost for these positions will be paid out of the Ingham County Animal Shelter Millage Fund.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the addition of two full-time Animal Care Specialists for the Ingham County Animal Control & Shelter (CCLP Animal Control Grade 1).

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Controller/Administrator to make the necessary budget transfers and changes to the Approved Position List as authorized by this resolution.

## **Agenda Item 4b**

**TO:** Board of Commissioners Law & Courts, County Services, and Finance Committees  
**FROM:** Heidi Williams, Director, Ingham County Animal Control & Shelter  
**DATE:** June 1, 2021  
**SUBJECT:** Reclassification of the ICACS Customer Service and Community Outreach Manager to Community Outreach Manager  
For the meeting agendas June 10, June 15 and June 16, 2021

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### **BACKGROUND**

Ingham County Animal Control and Shelter (ICACS) has employed a Customer Service and Community Outreach Manager since November of 2016 (Resolution #16-471). The position was originally created for the purposes of supervising office operations, managing community outreach events, and performing fundraising. An in-depth review of the position was performed by ICACS Management and Ingham County Human Resources when the position became vacant in May of 2021. There were a number of overlapping job duties with the Office Lead position which historically had created confusion for office and other shelter staff. The position was reclassified to reflect the direction and rebranding that has been taking place over the last year. The new Community Outreach Coordinator position will be responsible for formulating and implementing a comprehensive communication strategy to promote ICACS and its programs and will be critical as the department moves forward.

### **ALTERNATIVES**

If this reclassification is not approved, then ICACS will post and fill the current Customer Service and Community Outreach Manager position.

### **FINANCIAL IMPACT**

The Customer Service and Community Outreach Manager position was classified in the MC group Level 8 (\$54,281.32 to \$65,155.40). The reclassified Community Outreach Manager position will be MC group level 7 (\$49,600.76 to \$59,539.82). This position is funded by the Animal Shelter Millage.

### **STRATEGIC PLANNING IMPACT**

This resolution supports the Ingham County Strategic Plan by providing quality and efficient services all while practicing fiscal responsibility.

### **RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to reclassify the Customer Service and Community Outreach Manager position to Community Outreach Manager for the Ingham County Animal Control & Shelter.

TO: Heidi Williams, Animal Control Director

FROM: Joan Clous, Human Resources Specialist

DATE: May 27, 2021

RE: Memo of Analysis for changes to the Customer Service & Community Outreach Manager

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Regarding the change to the position listed above, Human Resources can confirm the following information:

1. The position will now be known as Community Outreach Manager and was classified in the MC group Level 7 (\$49,600.76 to \$59,539.82)

***Please use this memo as acknowledgement of Human Resources' participation and analysis of your reclassification proposal. You are now ready to move forward by contacting budget for a budget analysis.***

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

**INGHAM COUNTY  
JOB DESCRIPTION**

**COMMUNITY OUTREACH COORDINATOR  
ANIMAL CONTROL**

**General Summary:**

Under the supervision of ICACS Management, formulates and implements a comprehensive marketing and communication strategy to promote the shelter. Develops and maintains department social media presence, including issuing press releases. Assists with donor relations and coordinates interaction with the Ingham County Animal Shelter Fund. Plans and coordinates shelter community events and fundraisers.

**Essential Functions:**

1. Formulates and implements a comprehensive communication strategy to promote ICACS and its programs. Initiates and maintains positive media relations on behalf of the ICACS. Creates marketing material and press releases for distribution to appropriate stakeholders.
2. Creates and manages content on Department social media platforms and website.
3. Solicits donations to ICACS and manages donor relations.
4. Researches, applies for and administers shelter related grants.
5. Plans and implements community outreach and promotional events and programs.
6. Coordinates ICACS Outreach Center operations, including volunteer staffing, and Outreach Center programs, including but not limited to: vaccine clinics, food bank programs, dog house programs, and shelter-based internships.

**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.

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

**Employment Qualifications:**

**Education:** A minimum of two years college coursework in communications, marketing, social media management, graphic design or equivalent experience is required.

**Experience:** A minimum of 2 years of experience in public relations, marketing, or media management.

**Other Requirements:** Proficient in use of graphic design and video editing software.

*(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)*

**Physical Requirements:**

- Sitting, walking, standing, bending over and lifting/holding/carrying objects found in an office environment.
- Ability to communicate and respond to co-worker and customer inquiries both in person and over the phone. Ability to operate a PC/laptop and to enter & retrieve information from a computer.
- 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.)*

**Working Conditions:**

The work environment rotates between an office, the animal shelter and off-site locations for volunteer/public relation tasks. Regular exposure to the odors, noises and diseases of animals. Exposure to animal urine and feces as well as animal parasites such as fleas, ticks and mites. Exposure to the risk of animal bites. Exposure to cleaning products and their fumes.



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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO RECLASSIFY THE CUSTOMER SERVICE AND COMMUNITY OUTREACH  
MANAGER POSITION TO COMMUNITY OUTREACH MANAGER**

WHEREAS, Ingham County Animal Control and Shelter (ICACS) employed a Customer Service and Community Outreach Manager for the purpose of supervising office operations and managing community outreach events; and

WHEREAS, the position became vacant in May of 2021; and

WHEREAS, ICACS Management performed an evaluation of organizational function and determined there was overlap between the Customer Service and Community Outreach Manager and Office Coordinator positions; and

WHEREAS, ICACS Management restructured the position to focus on more effectively managing community outreach programs and fundraising opportunities; and

WHEREAS, the Customer Service and Community Outreach Manager will now be known as the Community Outreach Manager; and

WHEREAS, the Human Resources Department has participated in and analyzed the proposed conversion; and

WHEREAS, the conversion of the vacant position #421028 from a Customer Service and Community Outreach Manager (MC group level 8, \$54,281.32 - \$65,155.40) to Community Outreach Manager (MC group, level 7, \$49,600.76-\$59,539.82) would decrease costs by \$8,240 annually.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the reclassification of the Community Outreach Manager position as described above.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Controller/Administrator to make the necessary budget transfers and changes to the Approved Position List as authorized by this resolution.

## Agenda Item 5

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

FROM: Helen Walker, Deputy Court Administrator/FOC Director

DATE : June 3, 2021

SUBJECT: Memorandum Re: Resolution Authorizing an Amendment to the Title IV-D Cooperative Reimbursement Program (CRP) Agreement  
For the meeting agendas on June 10<sup>th</sup> and June 16<sup>th</sup>

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### **BACKGROUND**

Ingham County Friend of the Court receives Title IV-D funding to administer their child support program. Through the IV-D Cooperative Reimbursement Program Agreement, funds appropriated by the County and spent by the Friend of Court office will be reimbursed at the rate of 66% to the County by the federal government through the Office of Child Support. To obtain IV-D funding, the Ingham County Friend of the Court enters into a contract with the Michigan Department of Health and Human Services Office of Child Support.

The current five year IV-D Cooperative Reimbursement Program (CRP) Agreement between the State of Michigan Department of Health and Human Services and the Ingham County Friend of the Court (Agreement Number: CSFOC17-33001) is effective October 1, 2016 to September 30, 2021 and has an estimated contract value of \$21,781,638.41. Said Agreement grants the Michigan Department of Health and Human Services the “Option to Renew” the Agreement for up to two additional one-year periods by an Amendment not less than 30 days before its expiration.

The Ingham County Friend of the Court was informed, in writing, on June 2, 2021 that the Michigan Department of Health and Human Services is exercising their right to renew the current Title IV-D Cooperative Reimbursement Program Agreement for up to two additional one-year periods (FY 2022 and FY 2023). The deadline to renew the current IV-D Cooperative Reimbursement Program Agreement by Amendment is June 30, 2021.

### **ALTERNATIVES**

None. Without continued revenue from the IV-D Cooperative Reimbursement Program and corresponding incentive revenues, the County would incur approximately \$5 million in additional expenditures to sustain Friend of Court operations.

### **FINANCIAL IMPACT**

Ingham County Friend of the Court is in need of continued IV-D funding to administer and sustain its child support program. The Federal Cooperative Reimbursement Program (CRP) administered by the Michigan Office of Child Support is the primary source of revenue for the Ingham County Friend of the Court. In 2020, total Friend of Court expenditures were \$6,049,824.00 and the net general fund cost of the Friend of Court office to the County was \$778,940.00 (12.9% of total expenditures). Without continued revenue from the IV-D Cooperative Reimbursement Program and corresponding incentive revenues, the County would incur approximately \$5 million in additional expenditures to sustain Friend of Court operations.

**STRATEGIC PLANNING IMPACT**

By authorizing an Amendment to the IV-D Cooperative Reimbursement Program Agreement, the Friend of Court will continue to receive IV-D funding to sustain operations.

**OTHER CONSIDERATIONS**

None.

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to enter into a contract to approve an Amendment to the current IV-D Cooperative Reimbursement Program Agreement for up to two additional one-year periods, for FY 2022 and FY 2023.

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE TITLE IV-D  
COOPERATIVE REIMBURSEMENT PROGRAM (CRP) AGREEMENT**

WHEREAS, the Ingham County Friend of the Court receives Title IV-D funding to administer the child support program; and

WHEREAS, through the IV-D Cooperative Reimbursement Program Agreement, funds appropriated by the County and spent by the Friend of Court office will be reimbursed at the rate of 66% to the County by the federal government through the Michigan Department of Health and Human Services Office of Child Support; and

WHEREAS, the Ingham County Friend of the Court enters into a contract with the Michigan Department of Health and Human Services Office of Child Support to provide services that are partially funded by the federal government with IV- D funding; and

WHEREAS, the current five year IV-D Cooperative Reimbursement Program Agreement between the State of Michigan Department of Health and Human Services and the Ingham County Friend of the Court (Agreement Number: CSFOC17-33001) is effective October 1, 2016 to September 30, 2021, and has an estimated contract value of \$21,781,638.41; and

WHEREAS, the current five year IV-D Cooperative Reimbursement Program Agreement grants the Michigan Department of Health and Human Services the “Option to Renew” the Agreement for up to two additional one-year periods by an Amendment not less than 30 days before its expiration; and

WHEREAS, the Ingham County Friend of the Court was informed in writing on June 2, 2021 that the Michigan Department of Health and Human Services is exercising the right to renew the current Title IV-D Cooperative Reimbursement Program Agreement for up to two additional one-year periods; and

WHEREAS, the deadline to renew the current IV-D Cooperative Reimbursement Program Agreement by Amendment is June 30, 2021; and

WHEREAS, the Ingham County Friend of the Court is in need of continued IV-D funding to administer and sustain its child support program.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approve an Amendment to the current IV-D Cooperative Reimbursement Program Agreement for up to two additional one-year periods, for FY 2022 and FY 2023.

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 and approved as to form by the County Attorney.

## Agenda Item 6

**TO:** Board of Commissioners Law & Courts Committee, Finance Committee  
**FROM:** Bob Boerkoel, Sergeant, Office of Homeland Security and Emergency Management  
**DATE:** June 4, 2021  
**SUBJECT:** Resolution to authorize a contract with Tidal Basin Group and Adjusters International for consulting services to update the Tri-County Hazard Mitigation Plan

For the meeting agenda of *June 10, 2021* and *June 16, 2021*

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### **BACKGROUND**

This resolution is for the approval to secure a contract to update the Tri-County (Ingham/Clinton/Eaton) Hazard Mitigation Plan utilizing previously awarded Department of Homeland Security/FEMA FY2018 Pre-Disaster Mitigation Grant funds. Specifically, the resolution will authorize a contract with Tidal Basin Group and Adjusters International to complete this project at a cost not to exceed \$85,530.00.

### **ALTERNATIVES**

Bid packages from four vendors were received, and representatives from the Tri-County planning team chose Tidal Basin based on the criteria established in the RFP. In addition, they were the lowest bidder.

### **FINANCIAL IMPACT**

The consulting service contract utilizes previously accepted federal Pre-Disaster Hazard Mitigation Grant funds (Resolution #20-438) intended to increase the resilience of Ingham County to future disasters. The Pre-Disaster Mitigation Grant awarded funds up to \$163,813.61 with a required in-kind match of 25%. Services provided by Ingham County for meeting space and personnel will be used to meet the 25% match.

### **STRATEGIC PLANNING IMPACT**

This project fits with the Ingham County Goals of: (A) Service to Residents - provide easy access to quality, cost effective services that promote well-being and quality of life for the residents of Ingham County as it allows the development of a Hazard Mitigation Plan which will reduce the impact of future disasters; (C) Finance – Maintain and enhance County fiscal health to ensure delivery of services as it utilizes available grant monies awarded to Ingham County.

### **OTHER CONSIDERATIONS**

FEMA requires the existing plan to be updated every 5 years and the current plan has expired.

### **RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to authorize the contract with Tidal Basin Group and Adjusters International for the Hazard Mitigation Plan update.

## Agenda Item 6

TO: Rob Dale, Emergency Management Planner, Sheriff's Office

FROM: James Hudgins, Director of Purchasing

DATE: May 11, 2021

RE: Memorandum of Performance for RFP No. 36-21 Consulting Services to Update the Tri-County Hazard Mitigation Plan

Per your request, the Purchasing Department sought proposals from qualified and experienced consultants for the purpose of entering into a contract to provide professional consulting services to update the Tri-county Hazard Mitigation Plan in compliance with the Federal Emergency Management Agency.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to propose	121	29
Vendors responding	4	0

A summary of the vendors' costs:

Vendor Name	Local Pref	Total Cost Not-to-Exceed
Tidal Basin Group & Adjusters International	No, Utica, NY	\$85,530.00
Integrated Solutions Consulting	No, Edwardville IL	\$154,584.72
MCM Consulting Group Inc.	No, State College, PA	\$161,795.50
Bold Planning	No, Nashville, TN	\$162,000.00

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

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

***If I can be of further assistance, please do not hesitate to contact me by e-mail at [jhudgins@ingham.org](mailto:jhudgins@ingham.org) or by phone at 676-7309.***

## EVALUATION FOR REQUEST FOR PROPOSAL

Packet Number: 36-21 Tri-County Hazard Mitigation Plan

Vendor Name	Local Pref	Total Cost Not-to-Exceed
Tidal Basin Group & Adjusters International	No, Utica, NY	\$85,530.00
Integrated Solutions Consulting	No, Edwardville IL	\$154,584.72
MCM Consulting Group Inc.	No, State College, PA	\$161,795.50
Bold Planning	No, Nashville, TN	\$162,000.00

**Corporate Information** – 5%

Size, number of employees, number of years in business and government experience.

**References** – 10%

Provide references for similar projects conducted. Contact names and telephone numbers.

**Overall Proposal** – 15%

Understanding of the project, methodology to be followed, project plan, schedule, tasks, and deliverables.

**Prior Experience** – 15%

Established competency with respect to strategic planning hazard mitigation planning. List qualifying experience, including project descriptions, costs, start and end dates. Include name, address and phone number of the responsible official of the client organization who may be contacted.

**Personnel** – 15%

The assigned project team clearly must possess the talents and experience in strategic planning and implementation of hazard mitigation planning. Identify the assigned personnel listing their skills, qualifications, and related experience.

**Cost** – 40%

Reasonableness of the costs with the associated activities/tasks.

Scale					Criteria						
1=Poor	2=Fair	3=Good	4=Very Good	5=Excellent							
Vendor / Local Preference					Corporate Information 0.05 Insert Ranking in this column	References 0.10 Insert Ranking in this column	Overall Proposal 0.15 Insert Ranking in this column	Prior Experience 0.15 Insert Ranking in this column	Personnel 0.15 Insert Ranking in this column	Cost 0.40 Insert Ranking in this column	Total
Tidal Basin Group & Adjusters International / No					1.00	1.00	1.00	1.00	1.00	1.00	1.00
Integrated Solutions Consulting / No					1.00	1.00	1.00	1.00	1.00	1.00	1.00
MCM Consulting Group Inc. / No					1.00	1.00	1.00	1.00	1.00	1.00	1.00
Bold Planning / No					1.00	1.00	1.00	1.00	1.00	1.00	1.00

## Comments:

Tidal Basin Group & Adjusters International / No	
Integrated Solutions Consulting / No	
MCM Consulting Group Inc. / No	
Bold Planning / No	

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE A CONTRACT WITH TIDAL BASIN GROUP AND  
ADJUSTERS INTERNATIONAL FOR CONSULTING SERVICES TO UPDATE THE  
TRI-COUNTY HAZARD MITIGATION PLAN**

WHEREAS, the Ingham County Sheriff's Office of Homeland Security and Emergency Management are to develop and maintain a response plan capable of protecting life, property, and vital infrastructure in times of disaster or emergency; and

WHEREAS, the Federal Emergency Management Agency (FEMA) requires our Tri-County Hazard Mitigation Plan be maintained and updated every five years; and

WHEREAS, the Ingham County Office of Homeland Security & Emergency Management applied for and was awarded grant funds from the Department of Homeland Security/FEMA FY2018 Pre-Disaster Mitigation Grant previously accepted with Resolution #20-438; and

WHEREAS, the amount of the grant awarded up to \$163,813.61 with an additional required in-kind match of 25% (\$54,604.54) assumed by Ingham County, Eaton County, Clinton County, Delhi Charter Township, and Delta Charter Township in personnel wages, meeting space, and equipment; and

WHEREAS, the purpose of these grant funds includes the use of a consultant to oversee the Tri-County Hazard Mitigation Plan update; and

WHEREAS, bid packages were sought from consultants seeking to oversee the Tri-County Hazard Mitigation Plan update and four vendors submitted bid proposals; and

WHEREAS, the proposal submitted by the Tidal Basin Group and Adjusters International met the criteria established in the RFP while at the lowest total project cost; and

WHEREAS, the total expenditure for the proposal from Tidal Basin Group and Adjusters International is not to exceed \$85,530.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a contract with Tidal Basin Group and Adjusters International to update the Tri-County Hazard Mitigation Plan at a cost not to exceed \$85,530, utilizing funding of \$85,530 from the Department of Homeland Security's FY2018 Pre-Disaster Mitigation Grant program.

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

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



## Agenda Item 7

**TO:** Board of Commissioners Human Services and Finance Committees

**FROM:** Director Natrenah Blackstock, Department of Veterans Affairs

**DATE:** June 01, 2021

**SUBJECT:** Resolution Authorizing the Department of Veterans Affairs to enter into a 2021 Service Agreement with Clinton County.  
For the meeting agendas of June 14, 2021 and June 16, 2021

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### **BACKGROUND**

This resolution authorizes the Department of Veterans Affairs to enter into a 2021 Service Agreement with Clinton County. Clinton County does not have a Veterans Affairs Department to render proper services to its residents who are veterans.

### **ALTERNATIVES**

None.

### **FINANCIAL IMPACT**

Services provided in this agreement totals \$16,224.61

### **STRATEGIC PLANNING IMPACT**

This resolution supports the county's strategic planning by providing services to the veteran population.

### **OTHER CONSIDERATIONS**

None.

### **RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to enter into a 2021 Service Agreement with Clinton County.

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE A 2021 SERVICE AGREEMENT  
WITH CLINTON COUNTY**

WHEREAS, the Department of Veterans Affairs is committed to working diligently to serve veterans and is driven by an earnest belief in our mission, fulfilling both individual and organizational responsibilities; and

WHEREAS, Clinton County does not have a Veterans Affairs Department to render certain essential services to its residents who are veterans and/or their dependents; and

WHEREAS, Ingham County Department of Veterans Affairs is willing to perform such services for residents of Clinton County; and

WHEREAS, Clinton County desires Ingham County Department of Veterans Affairs to perform such services for its residents who are veterans and/or their dependents; and

WHEREAS, Ingham County Department of Veterans Affairs shall commence performance of the services and obligations required of it on the 1<sup>st</sup> day of January, 2021 and, unless said agreement is terminated, continue to provide said services and obligations through the 31<sup>st</sup> day of December, 2021.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the Department of Veterans Affairs to enter into a 2021 Service Agreement with Clinton County.

BE IT FURTHER RESOLVED, that Clinton County shall pay Ingham County the sum of sixteen-thousand two hundred twenty-four and 61/100 dollars (\$16,224.61) for the time period of January 1, 2021 through December 31, 2021.

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 8a**

**TO:** Board of Commissioners, Human Services and Finance Committees  
**FROM:** Cynthia Wagner, Potter Park Zoo Director  
**DATE:** June 01, 2021  
**SUBJECT:** Resolution to Authorize an Agreement with Safety Systems for Building Monitoring Services at Potter Park Zoo  
For the meeting agendas of June 14 and June 16, 2021

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### **BACKGROUND**

Potter Park Zoo has a three-year agreement with Safety Systems established through short form authorization April 27, 2020 to monitor the Welcome Center, Gift Shop, and Discovery Center buildings. Safety Systems notified the zoo of the necessity to upgrade the 3G communicators at the zoo in order to remain operational as cellular companies are in the process of upgrading all towers to LTE. Safety Systems will complete the equipment upgrade at no charge, but require a new agreement.

### **ALTERNATIVES**

The alternative would be to put out an RFP, risking higher prices as it would require a complete change of equipment.

### **FINANCIAL IMPACT**

Funds are available in the appropriate 931100 30000 zoo contractual line item. Monthly costs will be \$120 total for the three building alarms for an annual cost not to exceed \$1,440. The total cost for five years will be \$7,200.

### **STRATEGIC PLANNING IMPACT**

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

### **OTHER CONSIDERATIONS**

There are no other considerations we are aware of at this time.

### **RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to enter into an agreement with Safety Systems for monitoring services at Potter Park Zoo and that previous agreement(s) will terminate at the time of execution of the new agreement(s).

Introduced by Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH SAFETY SYSTEMS FOR  
BUILDING MONITORING SERVICES AT POTTER PARK ZOO**

WHEREAS, the monitoring equipment at Potter Park Zoo must be upgraded to remain operational; and

WHEREAS, Safety Systems will complete the upgrades at no cost, but require a new agreement; and

WHEREAS, three buildings use Safety Systems building monitoring services at Potter Park Zoo; and

WHEREAS, the price of the monitoring services will be \$1,440 annually for five years for a total five-year cost of \$7,200; and

WHEREAS, funds are available in the appropriate zoo fund contractual line item.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a five-year agreement, with Safety Systems, Inc., 2075 Glenn St., Lansing, Michigan 48906, for monitoring services at Potter Park Zoo in an annual amount not to exceed \$1,440.

BE IT FURTHER RESOLVED, that all previous agreement(s) with Safety Systems, Inc. for Potter Park Zoo will be terminated at the time of execution of the new agreement(s).

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.

**TO:** Human Services and Finance Committees  
**FROM:** Cynthia Wagner, Potter Park Zoo Director  
**DATE:** June 01, 2021  
**SUBJECT:** Potter Park Zoological Society Agreement with Ingham County  
For the meeting agendas of June 14 and June 16, 2021

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**BACKGROUND**

The Potter Park Zoological Society is a private, 501c (3) nonprofit, fundraising organization that raises funds to support the Potter Park Zoo. The Ingham County Board of Commissioners authorized a five-year agreement through Resolution #17-069 with the Zoological Society ending in March of 2022. The Potter Park Zoological Society and Ingham County wish to enter into a new agreement. The new agreement will not only include the structure allowing the Potter Park Zoological Society to provide services at the Zoo to maintain ongoing education programs, volunteer activities, special events, communications, public relations, and marketing, but also the standards of operation as required by the Association of Zoos and Aquariums (AZA), a fundraising emphasis, and inclusive education for all zoo guests.

**ALTERNATIVES**

Potter Park Zoo is an Association of Zoos and Aquariums accredited institution. As an accredited institution, a support organization is recommended and an agreement with the support organization is required. The current agreement could remain in place and be renewed in 2022. However, the current agreement does not include the AZA required standards and fundraising emphasis.

**FINANCIAL IMPACT**

The Zoological Society as a support organization has the potential to raise significant funds for Potter Park Zoo. The proposed agreement places more importance on the role of the Society fundraising for the Zoo.

**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 Potter Park Zoological Society Board and the Potter Park Zoo Advisory Board are in support of entering into the new agreement.

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to enter into an agreement with the Potter Park Zoological Society and that previous agreement(s) will terminate at the time of execution of the new agreement(s).

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH THE POTTER PARK  
ZOOLOGICAL SOCIETY FOR SERVICES AT THE POTTER PARK ZOO**

WHEREAS, the electorate of Ingham County approved the millage to fund the operation and improvement of Potter Park and the Potter Park Zoo; and

WHEREAS, the Potter Park Zoological Society, a 501(c)(3) organization including staff and volunteers, has raised the quality and success of public relations, marketing and educational programs, all while fostering team partnership with, and providing additional assistance to Ingham County to achieve a Zoo experience that meets the goals of both parties; and

WHEREAS, the Ingham County Board of Commissioners authorized entering into an agreement with the Potter Park Zoological Society through Resolution #17-069; and

WHEREAS, the Potter Park Zoological Society and Ingham County wish to enter into a new agreement which designates a fundraising emphasis, inclusive education for all zoo guests, and standards of operation established by the Association of Zoos and Aquariums; and

WHEREAS, the Potter Park Zoological Society is able to provide services at the Zoo to maintain education programs, volunteer activities, special events, communications, public relations, marketing, and increase fundraising; and

WHEREAS, the Potter Park Zoo Advisory Board and the Potter Park Zoological Society Board are in support of the new agreement.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes the attached five-year agreement with the Potter Park Zoological Society for services at the Potter Park Zoo, under mutually agreeable terms and conditions to both parties, effective upon execution of the agreement.

BE IT FURTHER RESOLVED, that all previous agreement(s) with the Potter Park Zoological Society will terminate at the time of execution of the new agreement(s).

BE IT FURTHER RESOLVED, that the Board Chairperson is authorized to sign any necessary documents consistent with this resolution after approval as to form by the County Attorney.

**AGREEMENT BETWEEN COUNTY OF INGHAM**  
**AND**  
**POTTER PARK ZOOLOGICAL SOCIETY**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, (hereafter the "Agreement") by and between the **COUNTY OF INGHAM**, a municipal corporation and political subdivision of the State of Michigan, whose address is 121 E. Maple St., P.O. Box 319, Mason, Michigan 48854 (hereafter the "County") and the **POTTER PARK ZOOLOGICAL SOCIETY**, a Michigan non-profit corporation, of 1301 S. Pennsylvania Ave., Lansing, Michigan 48912 (hereafter the "Society").

**WITNESSETH:**

**WHEREAS**, the County is responsible for the operation, maintenance and improvement of the Potter Park Zoo in Lansing, Michigan (hereafter the "Zoo"); and

**WHEREAS**, the Society is a private, 501(c)(3), fundraising organization that was established, in part, to provide a better and more extensive zoological park for the Greater Lansing Metropolitan Area.

**NOW, THEREFORE**, for and in consideration of the mutual covenants hereinafter set forth, **IT IS HEREBY AGREED** as follows:

**1. Agreement Term and Termination.** This Agreement shall commence on the date first above written, and shall continue for a term of five (5) years, unless terminated earlier. Notwithstanding any contrary provision, either party shall have the right to terminate this Agreement with or without cause upon sixty (60) calendar days prior written notice to the other. Any Zoo revenue funds held by the Society when this Agreement terminates shall be returned to the County upon the effective date of such termination.

**2. Scope of Services to be Provided by the Society.** As more fully set forth below, the Society, in furtherance of the purpose for which it was established, agrees to provide various services pertaining to the operation of the Potter Park Zoo in direct support of its mission of inspiring conservation of animals and the natural world.

A. The Society must abide by all accreditation standards as established by the Association of Zoos and Aquariums (AZA) as follows:

- i. The support organization must recognize the overall authority of the institution's CEO/Director, and the role of the governing authority, for the management of the institution and its programs.

Explanation: The institution's CEO/Director must have final authority over the support organization regarding the animals, exhibits, paid and unpaid staff, programs, long-range plan, and any matters affecting the institution.

- ii. A support organization must share the institution's goals and objectives and provide resources/support for same.

Explanation: A support organization must have a good working relationship with the institution and share its objectives.

- iii. A formal agreement must be in place that delineates the roles and responsibilities of the support organization. This agreement must be kept up to date, reflecting the most current relationship, and be adhered to in practice.

- B. Except as otherwise provided in this Agreement, the Society shall fundraise, operate and maintain education programs, volunteer activities, special events, public relations, marketing, website and press releases, pursuant to the following:

- i. The County shall approve all zoo operation fees charged by the Society.
- ii. The Society shall send any proposed changes to the Potter Park Zoo Operations Fee Schedule as approved by the Ingham County Board of Commissioners to the Human Services Committee and the County Controller or his/her designee for consideration.
- iii. The Society's fundraising efforts shall incorporate private donors, corporate donors, sponsorships, grants, private events, animal adoptions, annual appeals, planned giving, capital campaigns, and any other means agreed upon with the Zoo Director or his/her designee.
- iv. The County will reimburse the Society in an amount not to exceed 50 percent of group admission revenue for the months of May, June, and July in exchange for Society staff providing conservation education opportunities throughout the zoo to all zoo guests.

- C. During the term of this agreement the Society may be permitted reasonable use of the Zoo grounds and facilities after normal public hours, for the benefit or support of Society activities. During such activities the zoo will be closed to the general public, normal entry fees will be suspended, and a special entry fee for the attendees set by the Society will be in place. The Society will retain revenue from Society sponsored after-hours activities. Approval of the Society's use of the Zoo grounds, activities, date and times must be obtained in advance of any event from the Zoo Director or his/her designee.

- D. During the term of this agreement the Society may also be permitted reasonable use of the Zoo grounds and facilities during or after normal public hours for the purpose of community outreach events designed to educate the general public on the Zoo's mission, provide incentive for the general public to attend the Zoo and increase public awareness of the Zoo. For Society sponsored events



conducted during normal public hours, the Zoo will remain open to the public and admission proceeds shall be retained by the Zoo except as established as part of this agreement. Approval of the Society's use of the Zoo grounds, activities, date and times must be obtained in advance of any event from the Zoo Director or his/her designee.

- E. The Society shall, at its own cost and expense, furnish all labor, services, materials, supplies and equipment necessary to maintain all premises used and occupied by the Society in a clean, orderly and inviting condition as determined by the Zoo Director or his/her designee. The County shall provide trash containers and be responsible for the removal of trash discarded in such trash containers. The Society shall be responsible for accumulating such trash and placing it in the trash containers.
- F.. The County shall maintain/repair all permanent zoo facilities and fixtures. The Society is responsible for routine cleaning. The County shall provide all required maintenance and repairs to buildings and structures provided that the maintenance or repair to buildings is not the result of the intentional or negligent act of the Society's employee or agent. In the event that the maintenance or repair to buildings is the result of the intentional or negligent act of the Society's employee or agent as determined by the Zoo Director, the County will invoice the Society for the cost of such maintenance or repair which will be promptly paid on demand.
- G. The Society shall be solely responsible for all planning, executing, and implementation, including purchasing of supplies for all Society sponsored special events. .
- H. The Society in cooperation with the Zoo will develop an appropriate Zoo membership program in keeping with AZA accreditation standards. The Society shall have the right to sell memberships and retain the revenues collected from membership sales for the duration of this agreement so long as the membership program balances the need to broaden the support membership base with optimizing revenue for the Society.
- I. The Society will promptly transfer all restricted project donations made to the Society to support the Zoo to the County. On or before November 1, of each year included in this Agreement, the County Administrator/Controller or his/her designee, Zoo Director and Director of the Society will meet to discuss the status of the Society's fundraising efforts and progress toward their commitment to further the zoo's mission through support roles established in this agreement.
- J. The County shall provide all portable radios, telephones, telephone service, work stations, staff email accounts, and networks throughout the Zoo to maintain consistency in communications. Support and monthly expenditures shall be covered by the County. The Society's use of the County's phones will be solely

for the purposes covered by this Agreement. The County will invoice the Society for any unauthorized communications charges which will be promptly paid on demand.

- K. The Society may recommend to the County capital improvement expenditures so as to assist the County's efforts on improvements and necessities for the Zoo.
- L. The County may request the Society raise funds in support of capital improvements approved by the County and the Society will use its best resources to cooperate in that effort.
- M. The Society will not place signs, advertisements, or donor recognition plaques upon any Zoo property, except that which has been approved by the Zoo Director, or his/her designee.
- N. The Society shall obtain approval from the Zoo Director or his/her designee prior to promotions involving the Zoo and the use of Zoo or County logos.
- O. The Society shall furnish qualified and professional management services and/or consultation for the services including but not limited to the following:
  - i. Society management of:
    - a. Operations, accounting, systems, procedures and research for Society programs;
    - b. Development and implementation of a long range fundraising plan;
    - c. Website, promotion, marketing, customer relations and services;
    - d. Governmental grant application preparation and processing; and
    - e. Event and logistics management for public events, private events, school programs, educational programming, membership sales and volunteer programing.
- P. Meetings of the Society's Board of Directors will comply with and be subject to Michigan's Open Meetings Act (Act 267 of 1976, being MCL 15.261 et seq.). However, the parties agree and understand that the Society may take steps to protect the privacy of donors who wish to remain anonymous.
- Q. Official records of the Society related to this Agreement shall be subject to public inspection in compliance with Michigan's Freedom of Information Act (Act 442 of 1976, being MCL 15.231 et seq.). However, the parties agree and understand that the Society may take steps to protect the privacy of donors who wish to remain anonymous.

3. **Zoo Director.** The County shall employ a Zoo Director.

4. **Provision of Funding and Collection of Revenues.** The Society will collect revenues paid for the services and programs it provides, including the Ice Safari, Wonderland of Lights, and a Fall special event, which revenues shall be deposited in accounts established by the Society, to be used for Zoo operations in accordance with the Society's articles of incorporation and subject to the Accounting Procedures and Reports in Section 5 of this Agreement. The Society will reimburse the County for any wages paid to County staff and County materials used as a result of the events held by the Society (e.g. set-up and clean-up for Boo at the Zoo and Wonderland of Lights). Such costs to the County for these events will be invoiced to the Society.

5. **Accounting Procedures and Reports.** The Society's accounting procedures and internal financial controls shall conform to generally accepted accounting practices, in order that revenues and expenditures of Zoo funds can be readily ascertained and verified. The Society shall be responsible for all of the following:

- A. The Society shall submit quarterly financial reports consisting of all expenditures and revenues of the Society, delivered to the County Controller or his/her designee.
- B. Within ninety (90) calendar days following the end of the Society's fiscal year, the Society shall submit a report on the fees collected and expenditures made pursuant to this Agreement, delivered to the County Controller or his/her designee.
- C. An Independent Audit of the Society shall be conducted by an independent certified public accountant and provided annually to the County Controller or his/her designee. The Independent Audit shall be completed and provided to the County within six (6) months following the end of the Society's fiscal year.
- D. Invoices, contracts, records, and all other documentation of revenues and expenditures pursuant to this Agreement shall be available for inspection during regular working hours by authorized representatives of the County.
- E. If the County requests information from the Society, pertaining to any funds collected, spent or provided under this Agreement, then Society shall provide said information, to the County Controller or his/her designee, within 10 working days.
- F. The Society shall maintain all financial records and supporting materials regarding funds collected or provided under this Agreement and expenditures made therefrom for a period of six (6) years after the termination of this Agreement. If an audit of such records or litigation between the parties commences before the end of the retention period records shall be maintained

until the audit has been completed and audit findings have been resolved and/or the completion of all litigation.

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

- A. Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Endorsement or Equivalent.
- C. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- D. Professional Liability Insurance (Errors and Omissions) shall be maintained during the life of this Agreement with Limits of Liability of not less than \$1,000,000.00 per claim.
- E. For special events that include the distribution of alcoholic beverages, standard Liquor Liability Insurance coverage, with limits of not less than of not less than One Million and no/00 Dollars, (\$1,000,000.00) per occurrence and/or aggregate combined single limit to cover property damage and damages arising out of bodily injuries to, or death of, one or more persons.
- F. Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": The County of Ingham, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
- G. Cancellation Notice - All insurances described above shall include an endorsement stating the following:

It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Ingham County Controller, P.O. Box 319, Mason, Michigan 48854.

- H. Proof of Insurance - The Society shall provide to the County at the time the Agreements are returned by it for execution, two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.

7. **Living Wage**. In the event the sum to be paid the Society under this Agreement when combined with the sum to be paid under any other Agreement(s) the Society has with Ingham County during the twelve (12) month period covered by this Agreement totals FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00), the Society and all its subcontractor(s) shall comply with the County of Ingham's policy on payment of living wages as set forth in the Ingham County Board of Commissioner's Resolution No. 03-168, a copy of which is labeled **Exhibit A** and attached to this Agreement. In the event that the Society or its subcontractor(s) violates the Living Wage Policy, the County shall have the right to terminate this Agreement and disbar the Society from future Ingham County contracts as provided below:

- A. If the Society is found to be in violation of the Living Wage Policy, the Society shall be required to pay each affected employee the amount of deficiency for each day the violation occurs. The Society shall also pay the County \$100.00 per affected employee for each day the violation occurs beginning with the third day after the Society receives notification of the violation. The County may withhold from payments to the Society such amounts as are necessary to effectuate the above-stated payments or penalties.
- B. If the Society is found to be in violation of the Living Wage Policy and is subsequently required to pay the \$100.00 penalty provided for above for more than three (3) incidents within a two (2) year period the Society shall be barred from bidding on or entering into any contracts with the County for a period of ten (10) years from the date of the last violation. An incident for the purposes of this subsection is defined as failure to pay the living wage rate in a payroll period, a payday or numerous paydays, regardless of the number of employees affected by each incident.

Breach of this section shall be a material breach of this Agreement.

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

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended;
- B. The Persons With Disabilities Civil Rights Act, 1976 PA 220, as amended;

- C. Section 504 of the Federal Rehabilitation act of 1973, P.L. 93-112, 87 Stat 355, and regulations promulgated thereunder; and
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327, as amended, and regulations promulgated thereunder.

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

**9. Compliance with the Law.** The Society shall administer the funding and provide all the services to be performed under this Agreement in complete compliance with all applicable Federal, State, and local laws, ordinances, rules and regulations.

**10. Applicable Law And Venue.** This Agreement shall be subject to, governed by, and construed according to the laws of the State of Michigan.

It is expressly understood and agreed that legal or equitable action that arises out of or regarding this Agreement shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and Michigan Court Rules. In the event any action is brought in or moved to Federal Court the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

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

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

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

**14. Compliance with County's Purchasing Requirements Regarding Labor, Employment, and Environmental Laws and Regulations.** The Society, by its entry into this Agreement, certifies that it shall comply with the County's Purchasing Policy requirements that vendors doing business with the County comply with labor, employment, and environmental laws and regulations. A summary of said Purchasing Policy, which was adopted by the Ingham County Board of Commissioners in Resolution No. 20-186, is attached to this Agreement, labeled **Exhibit C**. The attached **Exhibit C** is incorporated by reference into this Agreement and is made a part hereof. Breach of the Purchasing Policy requirements set forth in **Exhibit C** shall be a material breach of this Agreement and shall subject the Society to the penalties set forth in said policies.

**15. Modifications, Amendments, or Waivers.** All modifications, amendments or waivers of any provision of this Agreement shall be made only by the written mutual consent of the parties. No failure or delay on the part of the County in exercising any rights, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

**16. Assignment or Subcontracting.** The Society shall not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement, without prior approval by the County. All subcontracts entered into by the Society must comply with the insurance and indemnification provisions of this Agreement.

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

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

**19. Invalid Provisions.** This Agreement shall be interpreted according to the laws of the State of Michigan. If any provision of this Agreement is held to be invalid, it shall be considered to be deleted and the remainder of the agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was declared invalid.

**20. Non-Beneficiary Contract.** This Agreement is not intended to be a third party beneficiary contract, and confers no rights on anyone other than the parties hereto.

**21. Certification of Authority to Sign Agreement.** The persons signing on behalf of the parties certify by their signatures that they are duly authorized to sign this Agreement and that this Agreement has been authorized by the County and the Society.

**IN WITNESS WHEREOF**, the authorized representatives of the parties hereto have fully executed this instrument on the day and year first above written.

**COUNTY OF INGHAM**

By: \_\_\_\_\_  
Bryan Crenshaw, Chairperson  
County Board of Commissioners

Date: \_\_\_\_\_

**POTTER PARK ZOOLOGICAL SOCIETY**

By: \_\_\_\_\_  
Julie Pingston, Chairperson  
Board of Directors

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

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Ing/Controller #14-010



## **EXHIBIT A**

**ADOPTED - JUNE 24, 2003**  
**Agenda Item No. 7**

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

**RESOLUTION #03-168**

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

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

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

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

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

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

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

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

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

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

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

- i. A "contractor" is a party to a contract with Ingham County primarily for the furnishing of services (as opposed to purchasing or leasing of goods or property), where the total expenditure for such contract exceeds \$50,000 in a twelve-month period and employs five or more employees, or where the total value of contracts that the contractor has in effect on the effective

date of the contract with Ingham County exceeds \$50,000 and where the contractor employs five (5) or more employees. It does not include contractors who pay Ingham County a commission for the right to offer their services in county facilities or in conjunction with county events;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**BE IT FURTHER RESOLVED**, that a contractor who is found to be in violation of this provision and is subsequently required to pay the \$100.00 penalty provided above for more than three (3) incidents within a two (2) year period shall be barred from bidding on or entering into any contracts with the County for a period of ten (10) years from the date of the last violation. An incident for purposes of this paragraph is defined as a failure to pay the living wage rate in a payroll period, a payday or numerous paydays, regardless of the number of employees affected by each incident.

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

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

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

- A. Public entities are exempt from compliance with this policy.
- B. Entities with 501(c)(3) status with who have nine (9) or fewer employees are exempt from compliance with this policy.
- C. Employees who are working under the terms of a collective bargaining agreement are exempt from compliance with this agreement.
- D. Exempt employees working on projects where federal, state or local law, or Ingham County policy requires payment of a prevailing wage are exempt from compliance with this policy.
- E. The following programs are exempt if developed specifically for high school and/or college students by Ingham County or one of its contractors:
  - 1. A bona fide training program;
  - 2. A summer or youth employment program;
  - 3. A work study, volunteer/public service, or internship program;
- F. Co-op employees employed as part of a high school or college co-op program which is part of the employee's educational curricula.
- G. Programs which operate to train people with disabilities and which are designated as community rehabilitation programs, work activity centers and/or sheltered workshops.
- H. Temporary or seasonal employees hired by a contractor. For purposes of this policy, temporary and/or seasonal employees are defined as employees hired to augment the regular workforce and are hired for three (3) months or less in the case of a temporary employee or nine (9) months or less in the case of a seasonal employee.

**BE IT FURTHER RESOLVED**, that a contractor may request a waiver of the provisions of this policy if they believe that the application of the policy to the contractor would violate federal, state, or local laws. Requests for waivers shall be made to the Controller, who shall refer such request to the County Services Committee of the Board. The Committee shall review the request and provide its recommendation to the Board of Commissioners for final action.

**BE IT FURTHER RESOLVED**, that a non-profit human services agency may request a waiver of the provisions of this policy if they believe that the application of the policy would cause economic harm to the agency in a fashion that would result in the harm created by application of the policy outweighing the benefits of applying this policy. Requests for waivers shall be made to the Controller, who shall refer such request to the County Services Committee of the Board. The Committee shall review the request and provide its recommendation to the Board of Commissioners for final action.

**BE IT FURTHER RESOLVED**, that this policy shall apply to any contract entered into or renewed after the effective date of this policy.

**BE IT FURTHER RESOLVED**, that entering an agreement for extension of a contract for a period beyond its original term shall be considered entering a contract for purposes of this policy.

**BE IT FURTHER RESOLVED**, that this policy shall go into effect ninety (90) days after adoption by the Ingham County Board of Commissioners.

**BE IT FURTHER RESOLVED**, that it is the intent of the Ingham County Board of Commissioners that the requirement for payment of a living wage as defined in this policy will apply to employees of Ingham County.

**COUNTY SERVICES: Yeas:** Celentino, Holman, De Leon, Schor  
**Nays:** Severino, Nevin **Absent:** None **Approved 6/17/03**

**FINANCE: Yeas:** Swope, Dedden, Hertel, Thomas  
**Nays:** Grebner, Minter **Absent:** None **Approved 6/18/03**

## **EXHIBIT B**

**ADOPTED - DECEMBER 8, 2015**  
**AGENDA ITEM NO. 8**

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AUTHORIZING STANDARDS OF CONDUCT FOR INGHAM COUNTY VENDORS**

**RESOLUTION # 15 - 459**

WHEREAS, the Ingham County Board of Commissioners ("Board") purchases goods and services from a multitude of vendors and contractors; and

WHEREAS, the Board is committed to ensuring impartiality, transparency, professionalism, equal treatment, and the highest standards of conduct with respect to its relationships with all current and potential County vendors; and

WHEREAS, the Board expects that, as a condition for doing business with the County, all vendors, contractors, and subcontractors conduct their business operations and interactions with County employees ethically; and

WHEREAS, the Board has determined that a clear and concise approach is needed to ensure compliance with appropriate standards of conduct.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby adopts the attached *Standards of Conduct for Ingham County Vendors*.

BE IT FURTHER RESOLVED, a copy of said *Standards of Conduct for Ingham County Vendors* shall be incorporated into the County's vendor registration process so that vendors are fully informed as to the County's expectations regarding vendor conduct.

BE IT FURTHER RESOLVED, the Purchasing Department shall include in all solicitations and purchase orders, and legal counsel shall include in all contracts, language requiring compliance with the provisions of the *Standards of Conduct for Ingham County Vendors*.

BE IT FURTHER RESOLVED, that any County vendor found to violate the *Standards of Conduct for Ingham County Vendors* shall be notified and offered an opportunity to respond. If a violation is found, the Board of Commissioners may preclude further business with that vendor for up to one year or longer.

BE IT FURTHER RESOLVED, that upon effective passage of this resolution, the Board directs the Purchasing Department to issue to all County departments and offices and legal counsel a copy of this resolution.

**COUNTY SERVICES: Yeas:** Celentino, Koenig, Crenshaw, Banas, Bahar-Cook, Hope, Maiville  
**Nays:** None **Absent:** None **Approved 12/01/15**

## Standards of Conduct for Ingham County Vendors

The County of Ingham conducts business with businesses, vendors and contractors under a set of rules to ensure that all County officials and employees discharge their duties in a manner designed to promote public trust and confidence in our County. The County wants you to be aware of the rules that you and its employees are required to follow. A violation of state or federal statutes may occur if these rules are broken. It is hoped that by providing these rules for you, your experience in dealing with the County will be both rewarding and satisfactory.

### Providing Gifts or Gratuities:

Providing gifts or gratuities to employees in consideration for the performance of their duties, or as an appreciation for their performance, is strictly prohibited.

- Do not offer employees any gifts or loans.
- Employees may not receive any fee or compensation for their services from any source other than the County, so do not offer them.
- Buying meals for employees is only permissible during a working lunch or dinner where business is discussed and you are a current contractor (no alcohol). Employees may accept coffee, tea, soft drinks, snacks, etc. when attending meetings in your office.
- Letters to supervisors recognizing exceptional service by County employees are always welcome.

### Conflicts of Interest:

- Do not ask employees for any special favor or consideration that is not available to every other citizen.
- Do not ask employees to disclose any information that is not available to every other citizen through normal public information channels unless necessary for the business you are hired for.
- Do not offer to compensate employees by offering to hire, or to do business with any business entity of the employees or their immediate family members.
- Do not ask employees to represent you or your company other than as part of their official duties with the County.
- Do not ask employees to endorse the products or services of your company.
- Do not ask employees to hand out or post advertising materials.

Vendor shall report if the following occurs:

### Solicitation by County Employees:

Employees may not solicit gifts, loans, or any other items of value from people doing County business that will be used by them personally.

- If you are asked to pay a fee for services that you believe are improper or illegal, contact the County Controller/Administrator at (517) 676-7203 or Board Coordinator at (517)



676-7200. Employees are prohibited from taking retaliatory action against you for failing to comply with any request unless the request is within the scope of the employee's official duties for the County.

Use of County Equipment, Facilities and Resources:

Use of County equipment, facilities and resources is authorized only for County purposes.

- Do not ask employees to use County equipment to run errands or perform tasks for your benefit.

Your Rights and Expectations:

When dealing with employees of the County you have the right to honest, fair and impartial treatment. You may expect prompt, courteous and professional service from our employees who are expected to understand and practice good customer service skills. Employees are tasked to uphold the public trust through the ethical performance of their duties. We understand that the enforcement of regulatory guidelines and codes may sometimes be a cause for concern; however, you may rest assured that we are responsible to all of the citizens of Ingham and our goal is to serve them to the best of our ability. Should you have any concerns or questions concerning this information or the conduct of any of our employees, contact the County Controller/Administrator at (517) 676-7203 or Board Coordinator at (517) 676-7200.

## **EXHIBIT C**

### **Compliance with Ingham County Purchasing Policy**

All vendors, as a condition for registering to do business with the County, shall self-certify to the County regarding any violations of environmental, labor, and employment laws and regulations of the State of Michigan or any other regulatory agency, including, but not limited to, the following:

- The potential vendor's history of compliance with labor and employment laws and regulations, including the Workforce Opportunity Wage Act, MCL 408.411 et seq., the Fair Labor Standards Act of 1938, 29 USC 201 et seq., and the National Labor Relations Act, 29 USC 151 et seq.; and
- The potential vendor's environmental track record and sustainability practices, including the potential vendor's history of compliance with environmental laws and regulations such as the Natural Resources and Environmental Protection Act, MCL 324.101 et seq., the Clean Water Act, 33 USC 1251 et seq., and the Clean Air Act, 42 USC 7401 et seq.

All vendors shall notify the Purchasing Department of any subsequent violation of this Policy within ten (10) years after becoming a vendor; failure to do so may result in the vendor being barred from doing business with the County for a period of up to five (5) years.

A local vendor claiming the local purchasing preference in accordance with the Local Purchasing Preference Policy, may not be afforded the preference if it is verifiably proven that the local vendor is found to have violated any provisions of this amended policy.

If it is discovered that a vendor performing work under a contract with the County is in violation of this policy, that vendor shall be found to have committed a material breach of the contract and that vendor shall make restitution payment to the County in the amount of \$500 per day for every day that the violation occurred since signing the contract. Upon being notified in writing by the County of violating this policy, vendors who do not agree to make such restitution shall be barred from doing business with the County for a period of not less than ten (10) years. The vendor may appeal any such decision to the Ingham County Board of Commissioners who shall have the final say in all matters and appeals.

**TO:** Board of Commissioners Human Services & Finance Committees  
**FROM:** Tim Morgan, Parks Director  
**DATE:** May 26, 2021  
**SUBJECT:** Consulting Services for Updating the Ingham County Parks Five-Year Master Plan and the Trails & Parks Millage Comprehensive Plan  
For the meeting agenda of 6/14/21 Human Services and 6/16/21 Finance

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### **BACKGROUND**

The Ingham County Purchasing Department solicited proposals from qualified and experienced firms for the purpose of entering into a contract with the County to provide professional consulting services to assist the Parks Department and Park Commission in updating the Five-Year (2022-2026) Parks and Recreation Master Plan, updating the Trails and Parks Millage Comprehensive Plan, and updating park maps.

In 2014, and again in 2020, Ingham County voters passed a six-year, 0.5-mill for trails & parks. The millage generates approximately \$4 million per year and over the past 6-year millage has funded various projects throughout the County. With the initial passage of the Trails and Parks Millage, the County formed the Trails and Parks Task Force, comprised of 11 of 14 commissioners, to guide the process of allocating the millage funding for trails and parks within Ingham County. This process was guided by the development of the Trails and Parks Millage Comprehensive Report in 2015. The Trails and Parks Millage Comprehensive Report was developed and contains an overall review of all the trail systems within Ingham County, detailed information about each trail, such as the surface type, its condition, location, and length, as well as goals and prioritization of trail projects. With a number of these trail projects funded with the millage over the past 6 years, it is time to update this report, including the assessments of pavement and bridges.

In 2016-17, the County worked with the Park Commission to update the five-year Master Plan. The current plan spans the years of 2017-2021 and follows the Michigan Department of Natural Resources guidelines. The projects listed in the action plan have been discussed and updated by the Park Commission annually and a number of these projects have been completed over the past 5 years. It is time to update this report.

Ingham County utilizes the park maps in all our brochures. Most of these maps have not been updated in over 20 years and the County is limited in the digital format files as they are all in PDF format, and many of the maps were created before we had the digital technology we have today, and were hand drawn. The County would like to update these maps, post the maps on our website and have them available for printing in our brochures.

### **INTERVIEW RESULTS/RECOMMENDATION**

The Ingham County Purchasing Department solicited proposals and four vendors submitted bids: C2AE, Spicer Group, Inc., GreenPlay LLC and MCKENNA. The two highest scoring companies were C2AE and Spicer Group, Inc., both local bidders. The evaluation committee interviewed C2AE and Spicer Group, Inc. After careful review and evaluation the evaluation committee recommends that a contract be awarded to Spicer Group, Inc. in an amount not to exceed \$80,500. This was a unanimous and collective recommendation.

Spicer Group, Inc. took into consideration, all aspects of the RFP and provided excellent suggestions for the project approach that were detailed and thorough. Their expertise, past experience, performance, and knowledge and familiarity with Ingham County will ensure a seamless process to produce the Master Plan, Trails and Parks Millage Comprehensive Plan and updates to the park maps. Spicer Group, Inc. places a strong value on project management and this will ensure the plans are finished in a timely fashion by prioritizing communicating clearly and working closely with park staff, Park Commissioners, Board of Commissioners, and the public throughout this process.

Overall, we believe that Spicer Group is the company that is most familiar and knowledgeable with Ingham County and our parks, trails, and millage, and their prior extensive experience with recreation plans will ensure these plans are successfully completed. Having well laid out plans in turn will provide Ingham County Parks the best opportunity to secure grant funding and will provide the groundwork for leveraging grant dollars. For example, our last plan resulted in 11 successful grants that leveraged \$2,494,200.

Spicer Group's prior experience includes the following aspects, which we think will make them the best choice for this project:

- Parks and Recreation Planning –30+ years
- Community Planning –30+ years
- Similar Trail Study Experience
- Extensive Recreation Plan Experience
- Grant Knowledge and Experience
- Bridge Inspections/Trail Rating
- Exceptional Understanding of Ingham County's Parks and Trails
- ArcGIS and Data Collection
- Mobile Mapping Capabilities
- Wayfinding and Signage Plan and Implementation

## **ALTERNATIVES**

We want to make sure that our current approach to parks and recreation and trails meet the needs of this changing community and continues to contribute to the richness of Ingham County over the next five to twenty years. Public parks and trails are critical components of Ingham County's economic and social health. The opportunities offered by the Ingham County Parks allow residents the chance to participate in programs and activities that benefit their physical and mental health. The Ingham County Park system represents a large investment, but one that pays enormous dividends by providing recreational areas and opportunities for our residents and visitors.

Parks and trails can also be justified by the economic dividends they contribute to a community. Parks and trails can raise property values of an area and are an important asset for attracting industry and visitors. Parks and trails also protect the environment as well as the quality of life that our residents enjoy. Preservation of parkland is critical as Ingham County experiences development and population growth. Completing these plans allow Ingham County Parks to be eligible to apply for grants through the DNR. The alternative is to forgo this and not update the plans.

## **FINANCIAL IMPACT**

There is \$80,000 available in line item 228-62800-802000 for this project previously approved in the 2021 budget request. This resolution requests an additional \$500 from the Trails and Parks Millage fund balance.

### **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 May 24, 2021 meeting.

### **RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached Resolution authorizing Ingham County enter into a contract with Spicer Group, Inc.

## Agenda Item 9a

TO: Timothy Morgan, Director, Parks Department

FROM: James Hudgins, Director of Purchasing

DATE: May 19, 2021

RE: Memorandum of Performance for RFP No. 59-21 Consulting Services for Updating the Ingham County Park's Five-Year Master Plan and the Trails and Parks Millage Plan

Per your request, the Purchasing Department sought proposals from qualified and experienced firms for the purpose of entering into a contract with the County to provide professional consulting services to assist the Parks Department and Park Commission in updating the Five-Year (2022-2026) Parks and Recreation Master Plan, updating the Trails and Parks Millage Comprehensive Plan, and updating Park Maps.

The scope of services includes, but is not limited to, reviewing and updating the comprehensive assessment of all planned and built trails including land (pavement and bridges) and water trails within the County in compliance with DNR guidelines; attending meetings; conducting an inventory of trail wayfinding signs, parks and recreational facilities; determining cost estimates of priorities of deferred facilities and maintenance needs; identifying priority items; updating County park maps; coordinating field work; obtaining public input; and, providing reports as needed.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to propose	126	40
Vendors responding	4	2

A summary of the vendors' costs is located on the next page.

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

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

*If I can be of further assistance, please do not hesitate to contact me by e-mail at [jhudgins@ingham.org](mailto:jhudgins@ingham.org) or by phone at 676-7309.*

## SUMMARY OF VENDORS' COSTS

Vendor Name	Local Pref	Update the Five-year Master Plan  Total Not-to-Exceed Cost	Update the Trails and Parks Report  Total Not-to-Exceed Cost	Cost to Update Parks Maps  Total Not-to-Exceed Cost	Grand Total
C2AE	Yes, Lansing MI	\$25,850.00	\$35,443.00	\$4,150.00	\$65,443.00
Spicer Group Inc.	Yes, East Lansing MI	\$20,400.00	\$52,450.00	\$7,650.00	\$80,500.00
GreenPlay LLC	No, Louisville CO	\$108,820.00	\$26,179.00	Included in Master Plan	\$134,999.00
MCKENNA	No, Northville MI	\$120,000.00	\$50,000.00	\$20,000.00	\$190,000.00



Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE A CONTRACT WITH SPICER GROUP, INC. FOR  
PROFESSIONAL CONSULTING SERVICES FOR UPDATING THE INGHAM COUNTY PARK'S  
FIVE-YEAR MASTER PLAN AND THE TRAILS AND PARK MILLAGE PLAN**

WHEREAS, the Ingham County Parks & Recreation Commission has identified a need to update the Ingham County Parks 2022-2026 Master Plan, the Trails and Parks Millage Comprehensive Plan, and park maps; and

WHEREAS, the Ingham County Purchasing Department solicited Requests for Proposals (RFP) inviting proposals from qualified companies for the purpose of entering into a contract with the County to provide professional consulting services to assist the Ingham County Parks Department and Park Commission in assembling the 2022-2026 Master Plan, the Trails and Parks Millage Comprehensive Plan, and updating park maps; and

WHEREAS, after careful review and evaluation of the proposals received, the evaluation committee recommends that a contract be awarded to Spicer Group, Inc. who submitted the most responsive and responsible proposal.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes awarding a contract to Spicer Group, Inc. for a cost not to exceed \$80,500 to provide professional consulting services to assist the Ingham County Parks Department and Park Commission in assembling the 2022-2026 Master Plan, the Trails and Parks Millage Comprehensive Plan, and updating park maps.

BE IT FURTHER RESOLVED, that \$80,000 is available in line item 228-62800-802000.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes an additional \$500 from the Trails and Parks Millage fund balance and the Controller/Administrator is authorized to transfer \$500 from the Trails and Parks Millage fund balance into line item 228-62800-802000.

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.

**TO:** Board of Commissioners Human Services & Finance Committees  
**FROM:** Tim Morgan, Parks Director  
**DATE:** June 1, 2021  
**SUBJECT:** Contract with Lopez Concrete Construction, LLC.  
For the meeting agenda of 6/14/21 Human Services and 6/16/21 Finance

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**BACKGROUND**

The Purchasing Department solicited proposals from qualified and experienced contractors for the purpose of entering into a contract for the purpose of constructing a new concrete slab for a storage building at Hawk Island County Park. The Evaluation Committee recommends that a contract be awarded to Lopez Concrete Construction, LLC.

**ALTERNATIVES**

Due to the age and condition of the storage building floor, it has become necessary to replace or install the concrete in order to maintain the wellbeing of the storage building. The alternative is to not complete the project.

**FINANCIAL IMPACT**

There are funds available in line item 228-75999-976000-20P11.

**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 May 24, 2021 meeting.

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution authorizing Ingham County enter into a contract with Lopez Concrete Construction, LLC.

**Agenda Item 9b**

TO: Timothy Morgan, Director, Parks Department

FROM: James Hudgins, Director of Purchasing

DATE: May 18, 2021

RE: Memorandum of Performance for RFP No. 72-21 Concrete Replacement Slab for Storage Building at Hawk Island County Park

Per your request, the Purchasing Department sought proposals from qualified and experienced concrete vendors to enter into a contract for the purpose of constructing a new concrete slab for a storage building at Hawk Island County Park.

The scope of work includes, but is not limited to, installing a 30'5" W x 36'6" L concrete slab with 4" deep footings, minimum 2500 psi, and installing county supplied electrical conduit where specified.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to propose	82	24
Vendors responding	3	2

A summary of the vendors' costs is located on the next page.

*A preconstruction meeting will be required prior to commencement of work since the construction cost exceeds \$10,000. Please make sure the Purchasing Department is invited and able to attend the preconstruction meeting to ensure that all contractors comply with the Prevailing Wage Policy and proper bonding.*

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

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

*If I can be of further assistance, please do not hesitate to contact me by e-mail at [jhudgins@ingham.org](mailto:jhudgins@ingham.org) or by phone at 676-7309.*

## SUMMARY OF VENDORS' COSTS

Vendor Name	Local Pref	Construct Concrete Slab at Hawk Island	Does your Proposal include Prevailing Wage?
		Total Cost	Y/N
Lopez Concrete Construction LLC	Yes, Lansing MI	\$24,200.00	Y
Moore Trosper Construction	Yes, Holt MI	\$30,900.00	Y
Bearstone Construction	No, Bath MI	Unresponsive - Did not acknowledge addendum #2	

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE A CONTRACT WITH LOPEZ CONCRETE  
CONSTRUCTION, LLC FOR A CONCRETE SLAB FOR A STORAGE BUILDING AT  
HAWK ISLAND COUNTY PARK**

WHEREAS, the Purchasing Department solicited proposals from qualified and experienced contractors for the purpose of entering into a contract for constructing a new concrete slab for a storage building at Hawk Island County Park; and

WHEREAS, after careful review and evaluation of the proposals received, the Evaluation Committee recommends that a contract be awarded to Lopez Concrete Construction, LLC.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves entering into a contract with Lopez Concrete Construction, LLC for a total amount not to exceed of \$24,200 for concrete work at Hawk Island County Park.

BE IT FURTHER RESOLVED, that there is \$24,200 available in line item 228-75999-976000-20P11 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.

**TO:** Board of Commissioners Human Services & Finance Committees

**FROM:** Tim Morgan, Parks Director

**DATE:** June 1, 2021

**SUBJECT:** Contract with Sherriff Goslin Co.

For the meeting agenda of 06/14/21 Human Services and 06/16/21 Finance

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**BACKGROUND**

The Parks Department owns and maintains the buildings at Lake Lansing South County Park. The Ingham County Parks Department has a roof replacement plan in place to ensure routine replacement of building roofs. The Purchasing Department solicited proposals from qualified and experienced roofing contractors to enter into a contract for the purpose of supplying and installing standing seam metal roofing on the main picnic shelter/winter warming house/ski rental building at Lake Lansing South County Park.

**ALTERNATIVES**

The Parks Department owns and maintains the buildings at Lake Lansing South County Park that is in need of roof replacement. Failure to address these needs could result in damage to the building and contents within.

**FINANCIAL IMPACT**

The bids were evaluated by the Purchasing Department, and it is their recommendation, with the concurrence of Parks Department staff, to award the contract to Sherriff Goslin Co. for the base bid \$33,866.00, and a contingency not to exceed \$5,000.00 to include replacing sheathing, if necessary, at a cost of \$3 per square foot.

There is \$28,200.00 available in line item 228-75999-976000-20P21. There is a not to exceed \$5,000 available in Parks Fund Balance line item for sheathing, if needed.

<b>Project</b>	<b>Line Item Project #</b>	<b>Beginning Allocation</b>	<b>Current Balance</b>	<b>Requested Amount</b>	<b>Remaining Balance</b>
Lake Lansing North and South Main Shelter Roofs	20P21	\$60,000.00	\$28,200.00	\$28,200.00	\$0.00

The remainder of the cost in the amount of \$5,666.00 will come from the Parks Department 208 fund balance.

**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 May 24, 2021 meeting.

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution authorizing Ingham County enter into a contract with Sherriff Goslin Co.

## Agenda Item 9c

TO: Timothy Morgan, Parks Director

FROM: James Hudgins, Director of Purchasing

DATE: March 30, 2021

RE: Memorandum of Performance for RFP No. 12-21 Supplying and Installing Standing Seam Metal Roof for the Picnic Shelter/Warming House at Lake Lansing South County Park

Per your request, the Purchasing Department sought proposals from qualified and experienced roofing contractors to enter into a contract for the purpose of supplying and installing standing seam metal roof on the main picnic shelter/winter warming house/ski rental building at Lake Lansing South County Park.

The scope of work includes, but is not limited to, supplying all permits, labor and materials to strip, clean and environmentally dispose of the current roof, replace, as needed, any damaged tongue and groove and/or oriented strand board sheathing, flashing and gutters prior to installing a new metal roof in compliance with building codes.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to propose	79	19
Vendors responding	3	2

A summary of the vendors' costs is located on the next page.

*A preconstruction meeting will be required prior to commencement of work since the construction cost exceeds \$10,000. Please make sure the Purchasing Department is invited and able to attend the preconstruction meeting to ensure that all contractors comply with the Prevailing Wage Policy and proper bonding.*

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

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

*If I can be of further assistance, please do not hesitate to contact me by e-mail at [jhudgins@ingham.org](mailto:jhudgins@ingham.org) or by phone at 676-7309.*

# SUMMARY OF VENDORS' COST

Vendor Name	Local Pref	Supply and Install Standing Metal Seam Roof on the Main Shelter at Lake Lansing South County Park  TOTAL BID	Replace 1/2" plywood, if necessary  \$/SF	What Gauge (g) of Metal Roofing is Proposed
Sherriff Goslin Co.	No, Battle Creek MI	\$33,866.00	\$3.00	26g
Bornor Restoration Inc.	Yes, Lansing MI	\$37,647.00	\$2.50	24g
L.J. Trumble Group	Yes, Lansing MI	\$38,000.00	\$5.00	26g
McDonald Roofing	No, Jackson MI	Non-responsive - Missing Required Forms		



Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE A CONTRACT WITH SHERRIFF GOSLIN CO.  
FOR A ROOF FOR THE MAIN SHELTER/WINTER WARMING HOUSE/SKI RENTAL BUILDING  
AT LAKE LANSING SOUTH COUNTY PARK**

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

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

WHEREAS, the Purchasing Department solicited proposals from qualified and experienced roofing contractors to enter into a contract for the purpose of supplying and installing standing seam metal roofing on the main picnic shelter/winter warming house/ski rental building at Lake Lansing South County Park; and

WHEREAS, after careful review and evaluation of the proposals received, the Evaluation Committee recommends that a contract be awarded to Sherriff Goslin Co.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves entering into a contract with Sherriff Goslin Co. for the base bid in the amount of \$33,866 for supplying and installing standing seam metal roofing on the main picnic shelter/winter warming house/ski rental building at Lake Lansing South County Park, and a contingency not to exceed \$5,000 to cover any unforeseen circumstances.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to transfer \$5,666 from the Park Department 208 fund balance for the project into line item 228-75999-976000-20P21.

BE IT FURTHER RESOLVED, that there is \$28,200 available in line item 228-75999-976000-20P21 and up to \$5,000 in Parks Fund Balance shall be used to replacing sheathing, if necessary, at a cost of \$3 per square foot.

BE IT FURTHER RESOLVED, that any unused contingency from the Parks Fund Balance shall be deposited back into the Parks Fund balance.

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:** June 1, 2021

**SUBJECT:** Matrix Consulting Engineers, Inc.

For the meeting agenda of 06/14/21 Human Services and 06/16/21 Finance

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**BACKGROUND**

Deputy Controller and Parks Director met with Commissioner Polsdofer to investigate potential issues with the lighting coming from the parking lot and the facility along the southern boundary of the Ingham County Medical Care Facility property. There is a Consumer's Energy power line and easement to the south of the facility between the neighbors and the Ingham County property. On inspection it appeared there had been trimming along the corridor that Consumers performed on either sides of their easement that may have contributed to the light pollution issue. It was decided to request quotes for a light study to be performed by a professional engineering company. Tim Morgan, Parks Director requested quotes.

**ALTERNATIVES**

Once light study is performed a clearer path of direction as to action may be revealed.

**FINANCIAL IMPACT**

The Parks Director solicited quotes from qualified and experienced vendors for the purpose a lighting study to be conducted at the Ingham County Medical Care Facility. The quotes were evaluated by the Purchasing Department and Parks Director, and it is their recommendation to award the contract to the low quote submitted by Matrix Consulting Engineers, Inc. for a fixed fee of \$1,500. The funding will be from the Ingham County contingency account.

**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**

Commissioner Polsdofer requested this to be done.

**RECOMMENDATION**

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



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1601 E. CÉSAR E. CHÁVEZ AVENUE, LANSING, MI 48906  
PHONE: (517) 487-2511  
FAX: (517) 487-2544

**Sent via email: TMorgan@ingham.org**

May 7, 2021

Tim Morgan, CPRP, CTA  
Director, Ingham County Parks  
121 E. Maple St., Suite 102  
Mason, MI 48854

**RE: Professional Services Proposal  
Ingham County Medical Care Facility  
Lighting Study & Report  
Matrix Project No. 21166.00**

Dear Tim:

We are pleased to submit this proposal for Electrical Engineering services in accordance with the information described below:

**Project Description**

Matrix will provide a comprehensive study detailing the existing conditions of the lighting from the parking lot and facility along the southern boundary of the property. Matrix will perform site investigations that will include the lighting during daylight and at night. Based on the study, Matrix will provide a detailed report with pictures from the data collected with recommendations that include approximate pricing with pros and cons of each.

**Scope of Services**

Matrix will provide the following:

- (2) Site investigations (1 during the day & 1 at night)
- Review existing documents
- Detailed report
- Cost estimations for each recommendation

**Not in Scope of Services**

- Mechanical design
- Plumbing design
- Electrical design
- Structural design
- Electrical power design

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE A CONTINGENCY FUND APPROPRIATION FOR A CONTRACT  
WITH MATRIX CONSULTING ENGINEERS, INC FOR A LIGHTING STUDY TO BE  
CONDUCTED AT THE INGHAM COUNTY MEDICAL CARE FACILITY**

WHEREAS, Ingham County owns and operates the Ingham County Medical Care Facility; and

WHEREAS, the Parks Director solicited quotes from qualified and experienced vendors for the purpose a lighting study to be conducted at the Ingham County Medical Care Facility; and

WHEREAS, the quotes were evaluated by the Purchasing Department and Parks Director, and it is their recommendation to award the contract to the low quote submitted by Matrix Consulting Engineers, Inc.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes the Controller/Administrator to transfer up to \$1,500 from the 2021 Ingham County Contingency account to enter into a contract with Matrix Consulting Engineers, Inc. for a fixed rate in the amount of \$1,500 for a lighting study to be conducted at the Ingham County Medical Care Facility.

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:** May 27, 2021  
**SUBJECT:** Amendment to Leslie Township's Contract TR091  
For the meeting agenda of 6/14/21 Human Services and 6/16/21 Finance

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**BACKGROUND**

Board of Commissioners Resolution 20-562 authorized entering into a contract with Leslie Township to fund the below project.

<b>Contract Title</b>	<b>Project #</b>	<b>Begins</b>	<b>Ends</b>	<b>Resolution</b>
Leslie High School, Township, City Hull Road Walking Path	TR091	12/27/20	12/27/22	20-562

Leslie Township is requesting an amendment to this agreement for additional funding for prime professional assistance for a topographical survey, design/engineer, bidding assistance, and construction admin/inspection.

**ALTERNATIVES**

Leslie Township staff does not have the engineering expertise that a prime professional consultant is able to provide.

**FINANCIAL IMPACT**

The financial impact from this request will be an additional \$60,000 from the Trails and Parks Millage Fund balance.

<b>Project</b>	<b>Line Item Project #</b>	<b>Beginning Allocation</b>	<b>Requested Additional Amount</b>	<b>Overall 2021-2026 Available (Total collected less expend/encumbered/and forecasted)</b>
Leslie High School, Township, City Hull Road Walking Path	TR091	\$83,238	\$60,000	\$6,778,215.27

**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) - Maintain and improve existing parkland, facilities and features, 1(g) - Work to improve accessibility for visitors of all ages and abilities and 1(h) - Enhance existing trails and blueways, and develop new multi-use trails and blueways, that connect parks with recreational, residential, cultural and business centers throughout Ingham County.

**OTHER CONSIDERATIONS**

See attached letter from Leslie Township. The Deputy Controller recommended this be expedited so the Park Commission will receive this as an informational item at their June 28, 2021 meeting.

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the resolution authorizing an amendment to the Agreement with Leslie Township.

May 27<sup>th</sup>, 2021  
Todd Eldred  
Leslie Township  
4279 Oak Street  
Leslie, MI 49251

Ingham County Parks and Trails Committee  
PO Box 178  
Mason, MI 48854

Please accept this request for an amendment to the Leslie Township Hull Road Path reconstruction grant for additional funds to include prime professional assistance costing \$60,000 for the following:

- \*Topographical Survey
- \* Design/Engineer
- \* Bidding Assistance
- \* Construction Admin / Inspection

These items were realized as necessary after reviewing the proximity to the county road and American Disability Act requirements that have been updated since the path was originally built.

Thank you,

Todd L Eldred  
Leslie Township Supervisor and Zoning Administrator  
517 304-4048

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE AN AMENDMENT TO LESLIE TOWNSHIP  
TRAILS AND PARKS MILLAGE AGREEMENT**

WHEREAS, Board of Commissioners Resolution #20-562 authorized entering into a contract with Leslie Township for Agreement TR091 Leslie High School, Township, City Hull Road Walking Path; and

WHEREAS, Leslie Township is requesting an amendment to Agreement TR091 for additional funding in the amount of \$60,000 for prime professional services.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an Amendment to Leslie Township Agreement TR091 Leslie High School, Township, City Hull Road Walking Path for prime professional assistance on this project and authorizes an additional \$60,000 as requested by Leslie Township in the letter dated May 27, 2021.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to transfer \$60,000 from the Trails and Parks Millage fund balance into line item 228-62800-967000-TR091.

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

**TO:** Board of Commissioners Human Services and Finance Committees  
**FROM:** Linda S. Vail, MPA, Health Officer  
**DATE:** May 24, 2021  
**SUBJECT:** Authorization to Enter Into an Agreement with the City of Lansing for the Lead Safe Lansing Program  
For the meeting agendas of June 14, 2021 and June 16, 2021

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**BACKGROUND**

Ingham County Health Department (ICHD) wishes to enter into an agreement with the City of Lansing to accept grant funds in amount not to exceed \$96,255.00, to conduct outreach for the Lead Safe Lansing (LSL) Program, effective June 1, 2021 through July 3, 2024. The Maternal & Child Health (MCH) Division of ICHD has provided outreach to the LSL grant since 2018, which assists Lansing area families by conducting outreach and enrollment in the LSL Program. This effort focuses on outreach strategies for families with children under age 6 who have an elevated blood lead level (EBLL), families with children under the age of 6, and/or pregnant women enrolled in the WIC program. Exposure to lead paint and dust in a home can cause serious health issues for small children and pregnant women including learning and behavioral problems, problems with speech, language and hearing, and damage to organs. The LSL Program offers grants to assist Lansing area homes in remediating lead-based paint and dust hazards.

**ALTERNATIVES**

ICHD could choose not to accept the funding and not offer outreach to the LSL Program.

**FINANCIAL IMPACT**

This agreement will be covered by \$96,255 in funding allocated by the City of Lansing for providing staff support costs to implement this 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 authorize an agreement with the City of Lansing in an amount not to exceed \$96,255.00, to facilitate outreach and enrollment for families in the LSL program effective June 1, 2021 through July 3, 2024.



Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH THE CITY OF LANSING  
FOR THE LEAD SAFE LANSING PROGRAM**

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with the City of Lansing to accept grant funds in an amount not to exceed \$96,255, to conduct outreach for the Lead Safe Lansing (LSL) Program effective June 1, 2021 through July 3, 2024; and

WHEREAS, the Maternal & Child Health (MCH) Division of ICHD has provided outreach to the LSL grant since 2018, which assists Lansing area families by conducting outreach and enrollment in the LSL Program; and

WHEREAS, this effort focuses on outreach strategies for families with children under age 6 who have an elevated blood lead level (EBLL), families with children under age six, and/or pregnant women enrolled in the WIC program; and

WHEREAS, exposure to lead paint and dust in a home can cause serious health issues for small children and pregnant women including learning and behavioral problems, problems with speech, language and hearing, and damage to organs; and

WHEREAS, the LSL Program offers grants to assist Lansing area homes in remediating lead-based paint and dust hazards; and

WHEREAS, the Health Officer recommends authorizing an agreement with the City of Lansing to conduct outreach for the Lead Safe Lansing Program in an amount not to exceed \$96,255, effective June 1, 2021 through July 3, 2024.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with the City of Lansing to conduct outreach for the Lead Safe Lansing Program in an amount not to exceed \$96,255, effective June 1, 2021 through July 3, 2024.

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

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign any necessary contract agreement 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:** May 26, 2021  
**SUBJECT:** Authorization to Amend Lease Agreement with ANC Holdings, LLC  
For the meeting agenda of June 14, 2021 and June 16, 2021

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**BACKGROUND**

Ingham County Health Department's (ICHD) Community Health Centers (CHCs) wish to amend the original lease agreement with ANC Holdings, LLC, effective July 1, 2021 through June 30, 2031 for an amount not to exceed \$750,000. This lease agreement was originally authorized through Resolutions #20-230 and #20-256, for a leased space of 4,188 square feet. Amending this agreement will increase the leased space from 4,188 square feet to 5,263 square feet to allow continued operations of a CHC at this location. This amendment will include an on-site pharmacy and ten reserved employee parking spots located at the Allen Neighborhood Center on 1611 E. Kalamazoo Street, Lansing, Michigan.

**ALTERNATIVES**

There are no alternatives.

**FINANCIAL IMPACT**

The amended lease will include a base rent of \$12.00 per sq. ft. for a total lease space of 5,263 square feet and will be covered by billable patient services. The estimated cost for build out of the health center project will total an amount not to exceed \$750,000. Build out costs will be covered using a portion of American Rescue Plan funding through Resolution #21-243.

**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 amending the original lease agreement with ANC Holdings, LLC, effective July 1, 2021 through June 30, 2031 for an amount not to exceed \$750,000.

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AMEND THE LEASE AGREEMENT WITH ANC HOLDINGS, LLC**

WHEREAS, Ingham County Health Department's (ICHHD) Community Health Centers (CHCs) wish to amend the original lease agreement with ANC Holdings, LLC, effective July 1, 2021 through June 30, 2031 for an amount not to exceed \$750,000; and

WHEREAS, this lease agreement was originally authorized through Resolutions #20-230 and #20-256 for a leased space of 4,188 square feet; and

WHEREAS, amending this agreement will increase the leased space from 4,188 square feet to 5,263 square feet to allow continued operations of a CHC at this location; and

WHEREAS, this amendment will include an on-site pharmacy and ten reserved employee parking spots located at the Allen Neighborhood Center on 1611 E. Kalamazoo Street, Lansing, Michigan; and

WHEREAS, the Health Officer and the CHC Board of Directors recommend that the Ingham County Board of Commissioners authorizes amending the original lease agreement with ANC Holdings, LLC, effective July 1, 2021 through June 30, 2031 for an amount not to exceed \$750,000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes amending the original lease agreement with ANC Holdings, LLC, effective July 1, 2021 through June 30, 2031 for an amount not to exceed \$750,000.

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

**TO:** Board of Commissioners Human Services and Finance Committees  
**FROM:** Linda S. Vail, MPA, Health Officer  
**DATE:** May 27, 2021  
**SUBJECT:** Authorization to Amend Resolution #10-275 with NextGen® Healthcare Information Systems, Inc. for NextGen® Professional Consulting Services

For the meeting dates of June 14, 2021 and June 16, 2021.

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### **BACKGROUND**

Ingham County Health Department's (ICHD's) Community Health Centers (CHCs) wish to amend Resolution #10-275 with NextGen® Healthcare Information Systems, Inc. (NextGen®) to include one-time professional consulting services effective June 30, 2021 through August 31, 2021. NextGen® Professional Consulting Services will provide a NextGen Tech to provide consultation and training to support the Electronic Health Records (EHR) upgrade for up to 180 hours for an amount not to exceed \$45,000. This upgrade is required to ensure that the EHR platform contains regulatory upgrades in line with the 21st Century CURES Act, a United States law.

### **ALTERNATIVES**

NextGen is the sole vendor for ICHC's HER and therefore in the best position to ensure that the EHR platform includes required regulatory upgrades in line with the 21<sup>st</sup> Century CURES Act, a United States law.

### **FINANCIAL IMPACT**

This one-time cost will be covered by funding from the American Rescue Plan (ARP) fund, authorized through resolution #21-240 and will not exceed \$45,000.

### **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 amending resolution #10-275 with NextGen® Healthcare Information Systems, Inc. (NextGen®) to include one-time professional consulting services effective, June 30, 2021 through August 31, 2021, for an amount not to exceed \$45,000.

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AMEND THE AGREEMENT WITH  
NEXTGEN HEALTHCARE INFORMATION SYSTEMS, INC.**

WHEREAS; Ingham County Health Department's (ICHHD's) Community Health Centers (CHCs) wish to amend Resolution #10-275 with NextGen® Healthcare Information Systems, Inc. (NextGen®) to include one-time professional consulting services effective June 30, 2021 through August 31, 2021; and

WHEREAS, NextGen® Professional Consulting Services will provide a NextGen Tech to provide consultation and training to support the Electronic Health Records (EHR) upgrade for up to 180 hours, for an amount not to exceed \$45,000; and

WHEREAS, this upgrade is required to ensure that our EHR platform includes required regulatory upgrades in line with the 21st Century CURES Act, a United States law; and

WHEREAS, this one-time cost will be covered by funding from the ARP fund, authorized through resolution #21-240; and

WHEREAS, the ICHC Board of Directors and the Health Officer recommend that the Board of Commissioners authorizes amending the agreement with NextGen® Healthcare Information Systems, Inc., for one-time professional consulting services, effective June 30, 2021 through August 31, 2021 in an amount not to exceed \$45,000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes amending the agreement with NextGen® Healthcare Information Systems, Inc., for one-time professional consulting services, effective June 30, 2021 through August 31, 2021 in an amount not to exceed \$45,000.

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

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

## **Agenda Item 10d**

**TO:** Board of Commissioners Human Services, County Services, and Finance Committees  
**FROM:** Linda S. Vail, MPA, Health Officer  
**DATE:** May 27, 2021  
**SUBJECT:** Authorization to Amend CHR II Position from Part-Time to Full-Time Status

For the Meeting Agendas of June 14, June 15 and June 16, 2021

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### **BACKGROUND**

Ingham County Health Department's (ICHD) Community Health Centers (CHCs) wish to change the status of position #601524 Community Health Representative II (CHR II), at Forest CHC from part-time to full time, effective July 1, 2021 and to be ongoing. The CHR II position supports the Ryan White HIV/AIDS Program located at Forest CHC. This position is presently a part-time position contracted at 20 hours per week and paid for by Ryan White Part B, HIV Care Coordination/Ryan White Part D funding sources. Over the last year there has been an increase in both demand for program services and workload placed on this position, requiring more time than 20 hours per week to adequately support program operations.

### **ALTERNATIVES**

Choosing not to change Position #601524 from part time to full time status will fail to support growing programmatic demands.

### **FINANCIAL IMPACT**

The cost increase for this status change from \$19,595 (plus benefits) to \$39,190 (plus benefits) will be for a total amount not to exceed \$19,595, and will be covered by Ryan White 340B pharmacy revenue.

### **STRATEGIC PLANNING IMPACT**

This resolution supports the overarching long-term objective of promoting accessible healthcare, specifically section A1(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 amendment in status of position #601524 from part-time to full-time status for an amount not to exceed \$19,595 (plus benefits), effective July 1, 2021 and to be ongoing.

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AMEND THE STATUS OF POSITION #601524 (CHR II – FOREST)  
FROM PART-TIME TO FULL-TIME**

WHEREAS, Ingham County Health Department's (ICHHD) Community Health Centers (CHCs) wish to change the status of position #601524 Community Health Representative II (CHR II), at Forest CHC from part-time to full-time, effective July 1, 2021 and to be ongoing; and

WHEREAS, the CHR II position supports the Ryan White HIV/AIDS Program located at Forest CHC; and

WHEREAS, this position is presently a part-time position contracted at 20 hours per week and paid for by Ryan White Part B, HIV Care Coordination/Ryan White Part D funding sources; and

WHEREAS, over the last year there has been an increase in both demand for program services and workload placed on this position, requiring more time than 20 hours per week to adequately support program operations; and

WHEREAS, the cost increase for this status change, from \$19,595 to \$39,190 will be covered by Ryan White 340B pharmacy revenue; and

WHEREAS, the ICHC Board of Directors and the Health Officer recommend that Ingham County Board of Commissioners authorizes amending the status of position #601524 CHR II from part-time to full-time for an amount not to exceed \$19,595 (plus benefits), effective June 1, 2021 and to be ongoing.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes amending the status of position #601524 CHR II from part-time to full-time for an amount not to exceed \$19,595 (plus benefits), effective June 1, 2021 and to be ongoing.

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

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

**TO:** Board of Commissioners Human Services and Finance Committees  
**FROM:** Linda S. Vail, MPA, Health Officer  
**DATE:** May 25, 2021  
**SUBJECT:** Authorization to Enter Into an Agreement with Health Consulting Strategies, Inc.

For the Meeting Agendas of June 14, 2021 and June 16, 2021

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**BACKGROUND**

Ingham County Health Department's (ICHD's) Community Health Center (IHC) Board of Directors (BOD) wishes to obtain the services of Health Consulting Strategies, Inc. (HCS) to provide support to IHC BOD's planning efforts for years 2021 through 2024. As a Community Health Center (CHC) Program Grantee of the U.S. Department of Health and Human Services' Health Resources and Services Administration (HRSA), ICHD's CHCs are required to develop a community needs assessments that inform three-year strategic plans. HCS will assist IHC by: 1) completing a community needs assessment; and 2) providing "facilitation" support to IHC's strategic planning process. The IHC BOD is seeking to begin its planning efforts on July 1, 2021 and conclude this work by November 30, 2021.

**ALTERNATIVES**

Without a community needs assessment and three-year strategic plan in place, IHC will be out of compliance with HRSA program requirements.

**FINANCIAL IMPACT**

The cost of securing HCS's services is \$20,000 which will be covered using a portion of HRSA funding authorized through resolution #21-240.

**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 entering into an agreement with HCS for an amount not to exceed \$20,000, effective July 1, 2021 through November 30, 2021.



Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH  
HEALTH CONSULTING STRATEGIES, INC.**

WHEREAS Ingham County Health Department's (ICHD's) Community Health Center (CHC) Board of Directors (BOD) wishes to obtain the services of Health Consulting Strategies, Inc. (HCS) to provide support to CHC'S BODs planning efforts for years 2021 through 2024; and

WHEREAS, as a CHC Program Grantee of HRSA, ICHC is required to develop a community needs assessment that informs three-year strategic plans; and

WHEREAS, HCS will assist CHC by: 1) completing a community needs assessment, and 2) providing "facilitation" support to CHC's strategic planning process; and

WHEREAS, the CHC BOD is seeking to begin its planning efforts on July 1, 2021 and conclude this work by November 30, 2021; and

WHEREAS, the cost of securing HCS's services is \$20,000 which will be covered by using a portion of HRSA funding authorized through Resolution #21-240; and

WHEREAS, the Health Officer and the ICHC Board of Directors recommend authorizing an agreement with HCS for an amount not to exceed \$20,000, effective July 1, 2021 through November 30, 2021.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with HCS for an amount not to exceed \$20,000, effective July 1, 2021 through November 30, 2021.

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:** May 17, 2021  
**SUBJECT:** Authorization to Enter into an Agreement with Hope Network for Medication Assisted Treatment (MAT) Services

For the meeting agendas of June 14, 2021 and June 16, 2021

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### **BACKGROUND**

Ingham County Health Department 's (ICHHD), Community Health Centers (CHC) wish to enter into a service agreement with Hope Network for Medication Assisted Treatment (MAT) Services for a .40 FTE physician to provide MAT services at its New Hope and Birch CHCs, effective February 1, 2021 through January 1, 2023. This agreement was previously authorized through Resolution #21-040 which authorized ICHD's CHCs to accept the American Rescue Plan Act Funds (ARP) from Health Resources and Services Administration (HRSA), effective April 1, 2021 through March 31, 2023. A portion of that funding will be used to fund the service agreement with Hope Network for a .40 FTE physician to provide MAT services, in an amount not to exceed \$95,400.

### **ALTERNATIVES**

Choosing to not enter an agreement with New Hope Network would result in discontinuation of these MAT services, as the CHC does not employ any trained providers able to deliver MAT services.

### **FINANCIAL IMPACT**

ICHHD will use a portion of the funding authorized through Resolution #21-240 to continue funding a service agreement with Hope Network for a .40 FTE physician in an amount not to exceed \$95,400.

### **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 entering a service agreement with Hope Network for a .40 FTE physician to provide MAT services at its New Hope and Birch CHCs, effective February 1, 2021 through January 1, 2023 in an amount not to exceed \$95,400.

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH HOPE NETWORK  
MEDICATION ASSISTED TREATMENT (MAT) SERVICES**

WHEREAS, Ingham County Health Department 's (ICHD), Community Health Centers (CHCs) wish to enter into a service agreement with Hope Network for Medication Assisted Treatment (MAT) Services for a .40 FTE physician to provide MAT services at its New Hope and Birch CHCs, effective February 1, 2021 through January 1, 2023; and

WHEREAS, this agreement was previously authorized through Resolution #21-040 which authorized ICHD's CHCs to accept the American Rescue Plan Act Funds (ARP) from Health Resources and Services Administration (HRSA), effective April 1, 2021 through March 31, 2023; and

WHEREAS, a portion of that funding will be used to fund the service agreement with Hope Network for a .40 FTE physician to provide MAT services, in an amount not to exceed \$95,400; and

WHEREAS, the Community Health Center Board and Health Officer recommend entering into a service agreement with Hope Network for a .40 FTE physician to provide MAT services at its New Hope and Birch CHCs, effective February 1, 2021 through January 1, 2023 in an amount not to exceed \$95,000.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes entering into a service agreement with Hope Network for a .40 FTE physician to provide MAT services at its New Hope and Birch CHCs, effective February 1, 2021 through January 1, 2023 in an amount not to exceed \$95,000.

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.

**TO:** Board of Commissioners Human Services and Finance Committees

**FROM:** Linda S. Vail, MPA, Health Officer

**DATE:** May 20, 2021

**SUBJECT:** Authorization to Enter Grant Agreement with FY20-21 Hazardous Materials Emergency Preparedness (HMEP) Planning Program

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**BACKGROUND**

Ingham County Health Department (ICHD) wishes to enter into an agreement with the FY20-21 Hazardous Materials Emergency Preparedness Planning Program (HMEP) in the amount of \$2,515 to provide financial assistance for hazardous materials emergency response plans effective September 30, 2020 through September 29, 2021. ICHD's Emergency Planning Committee has participated with the HMEP grant for 20 years. This funding will assist with the development of 302 new site hazardous materials emergency response plans as well as updating previously submitted site plans. Additionally, this funding will support training for LEPC/HazMat members, enhancement capabilities, public notices, and printing costs associated with the plans.

**FINANCIAL IMPACT**

The \$2,515 in FY20-21 HMEP funding received from this grant will help pay for expenses that support and facilitate the development of the off-site plans. As a participant of this grant, ICHD will be required to submit a match amount of \$629.

**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 a grant agreement with the FY20-21 Hazardous Materials Emergency Preparedness Planning Program (HMEP) in the amount of \$2,515, to provide financial assistance for hazardous materials emergency response plans effective September 30, 2020 through September 29, 2021.

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH  
FY20-21 HAZARDOUS MATERIALS EMERGENCY RESPONSE PLAN GRANT**

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with the FY20-21 Hazardous Materials Emergency Preparedness Planning Program (HMEP) in the amount of \$2,515 to provide financial assistance for hazardous materials emergency response plans effective September 30, 2020 through September 29, 2021; and

WHEREAS, ICHD's Emergency Planning Committee has participated with the HMEP grant for 20 years; and

WHEREAS, this funding will assist with the development of 302 new site hazardous materials emergency response plans as well as updating previously submitted site plans; and

WHEREAS, additionally, this funding will support training for LEPC/HazMat members, enhancement capabilities, public notices, and printing costs associated with the site plans; and

WHEREAS, as a participant of this grant, ICHD will be required to submit a match amount of \$629; and

WHEREAS, the Health Officer recommends that the Ingham County Board of Commissioners authorizes entering into a grant agreement with the FY20-21 Hazardous Materials Emergency Preparedness Planning Program (HMEP) in the amount of \$2,515, to provide financial assistance for hazardous materials emergency response plans effective September 30, 2020 through September 29, 2021.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes entering into a grant agreement with the FY20-21 Hazardous Materials Emergency Preparedness Planning Program (HMEP) in the amount of \$2,515, to provide financial assistance for hazardous materials emergency response plans effective September 30, 2020 through September 29, 2021.

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

## Agenda Item 10h

**TO:** Board of Commissioners Human Services and Finance Committees  
**FROM:** Linda S. Vail, MPA, Health Officer  
**DATE:** June 2, 2021  
**SUBJECT:** Authorization to Enter Into Agreement with UpToDate, Inc.  
For the meeting agendas of June 14, 2021 and June 16, 2021

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### **BACKGROUND**

Ingham County Health Department (ICHHD) wishes to enter into an agreement with UpToDate, Inc. for an amount not to exceed \$9,350, effective upon the date of execution through May 31, 2022. UpToDate is an online database that is accessed through an Anywhere License Subscription providing access to evidence-based content made available to clinicians at home, at the office, or even a patient's bedside. The Anywhere license also offers access to assistance on topics covering general internal medicine, more than 20 specialties, and more than 1500 patient education topics. Through this evidence-based clinical support resource, physicians are equipped to make safe patient care decisions, resulting in improved quality and safety of care. Additionally, UpToDate provides the benefit of CEU credit to licensed medical professionals, which provides an alternative to conference costs, out of state travel expenses and conference CEU credits.

### **ALTERNATIVES**

Choosing not to enter into this agreement would result in a loss of physician support and access to valuable evidence-based support resources.

### **FINANCIAL IMPACT**

The fees for an UpToDate subscription, including UpToDate advanced and UpToDate Anywhere license will be for an amount not to exceed \$9,350 and will be covered by the Community Health Center (CHC) operational funding reserve.

### **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 entering into an agreement with UpToDate Inc. in an amount not to exceed \$9,350, effective upon the date of execution through May 31, 2022.

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH UPTODATE, INC.**

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with UpToDate, Inc. in an amount not to exceed \$9,350 effective upon the date of execution through May 31, 2022; and

WHEREAS, UpToDate is an online database that is accessed via subscription; and

WHEREAS, the UpToDate Anywhere license contains evidence-based content made available to clinicians at home, at the office, or even a patient's bedside; and

WHEREAS, UpToDate offers assistance on topics covering general internal medicine, more than 20 specialties, and more than 1500 patient education topics; and

WHEREAS, through this evidence-based clinical support resource, physicians are equipped to make safe patient care decisions, resulting in improved quality and safety of care; and

WHEREAS, UpToDate provides the benefit of CEU credit to licensed medical professionals, which provides an alternative to conference costs, out of state travel expenses and conference CEU credits; and

WHEREAS, the fees for an UpToDate subscription, including UpToDate advanced and UpToDate Anywhere license, will be in an amount not to exceed \$9,350 and will be covered by the CHC operational funding reserve; and

WHEREAS, the Ingham Community Health Center Board of Directors supports entering into an agreement with UpToDate, Inc. in an amount not to exceed \$9,350, effective upon the date of execution through May 31, 2022; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorizes entering into an agreement with UpToDate, Inc. in an amount not to exceed \$9,350, effective upon the date of execution through May 31, 2022.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with UpToDate, Inc. in an amount not to exceed \$9,350, effective upon the date of execution through May 31, 2022.

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

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.

## Agenda Item 11

TO: County Services and Finance Committees

FROM: Patrick E. Lindemann, Ingham County Drain Commissioner

RE: Resolution to Authorize County's Full Faith and Credit for Daniels Drain 2021 Bonds for meeting agendas of June 15<sup>th</sup> and June 16<sup>th</sup>

DATE: June 1, 2021

I am requesting that the Board of Commissioners grant full faith and credit of the County for the bonds that will finance the Daniels Drain Maintenance and Improvement Project ("Project"). Such action is customary because it provides the bond holder an important level of security for the bonds.

The Project results from a February 3, 2016 petition submitted by the Charter Township of Meridian to address public health, pollution, and flooding problems. The Daniels Drain Drainage Board found the Project necessary for public health on March 2, 2016. The Daniels Drain serves the area in the Charter Township of Meridian generally south of Grand River Avenue and between Dobie Road and Cornell Road. The Daniels Drain watershed improvement project is a construction project that will bring about a significantly improved drainage system that utilizes low-impact design on existing infrastructure to service residential, commercial, and roads throughout the Drain's service area.

The entire drainage system was televised and inventoried by the Drain Commissioner's office to rehabilitate and maintain as much of the existing drain system as possible as part of the project. As an example, utilizing rehabilitation of larger 42 and 48-inch pipes through a Meridian Township designated natural area, allowed the project scope not to require disturbance or removal of any existing trees in this environmentally significant area. Approximately one-mile of pipe improvements, including a badly needed new crossing underneath Grand River Avenue, are being done throughout the drainage system.

Along with the low-impact design, a major water quality focus of the project consists of complete reconstruction a 3.5-acre pond that was originally constructed in the early 70's. This pond will serve as secondary treatment system for most of the drainage in the service area, which has significantly grown because of over a couple hundred acres of mainly residential development upstream of the pond that took place in mostly the 80's and 90's. The pond used to serve as a centerpiece to the Walden Pond Co-Op but all the increased flow from the significantly greater upstream impervious surfaces has greatly reduced the functionality of the pond. Surveys comparing the pond's original construction has shown that the once 8 or 9-foot-deep pond has filled in an average of 3.5 feet with sediment, with some areas filling in over 5 feet in depth. The watershed improvement project will completely reconstruct the pond to make it deeper to perhaps support fish one day. Working with the Co-Op, engineers designed pre-treatment wetland systems prior all upstream discharge into the pond. The new pond will greatly support improved wildlife and aquatic biota and flora, while also greatly improving the flood storage and drainage capabilities for the service area.



In connection with this request for full faith and credit, the Drain Office has performed certain due diligence for the Project. Attached is additional material that includes an explanation of Drain Code provisions that provide powers and safeguards with respect to Chapter 20 drain bonds in general and an explanation of the financial due diligence performed for the Project in particular.

Based on the attached analysis, it is my opinion that there is significant property value in the drainage district to support the payment of the assessments leading me to conclude that there is no substantial risk that a significant, long-term payment would be required from the County as a result of its pledge of full faith and credit for these Bonds.

I will be in attendance at your Committee meetings on June 15<sup>th</sup> and 16<sup>th</sup> to answer any questions you might have regarding this important Project. Thank you so very much for consideration of my request. It is an honor and a privilege to serve the citizens, municipalities, and businesses of Ingham County.

**To:** Ingham County Board of Commissioners

**From:** Patrick E. Lindemann, Ingham County Drain Commissioner

**Re:** Full Faith and Credit Resolutions in Support of Chapter 20 Drain Projects

**Date:** June 1, 2021

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The Ingham County Drain Office performs certain due diligence for each drain project it undertakes for which the County will be asked to pledge its full faith and credit. The Daniels Drain Maintenance and Improvement Project is a project that has been petitioned under Chapter 20 of the Drain Code, by the Charter Township of Meridian. The purpose of this memo is to summarize the due diligence my office has performed for this Chapter 20 drain project and to provide some background on the general Drain Code provisions that provide safeguards to a county when it pledges its full faith and credit.

Based on the following analysis, it is my opinion that there is significant security to support the payment of the assessments for the Daniels Drain Project leading me to conclude that there is no substantial risk that a significant, long-term payment would be required from the County as a result of its pledge of full faith and credit for these Bonds.

#### **DRAIN CODE POWERS AND SAFEGUARDS REGARDING PAYMENT OF CHAPTER 20 DRAIN BONDS**

In considering the risk that there would be insufficient funds to pay drain bonds (which could lead to an advance by a county on its full faith and credit pledge), the Michigan Drain Code and Michigan law in general build in important safeguards to protect the vital public interest in being able to finance drain projects:

1) The debt service on drain bonds issued under Chapter 20 of the Drain Code is paid from assessments levied against public corporations benefitted by the Project. These are assessments directly to the public corporations, unlike assessments under Chapters 4 and 8 of the Drain Code where a portion of the assessments would be levied by the Drainage District against benefitted properties. These assessments under Chapter 20 are a strong source of revenue since the assessments are a general obligation of the public corporations and the Drain Code provides significant powers to Cities and Charter Townships to raise revenue to pay their assessments.

- a) The assessments against public corporations are a general obligation of the public corporations payable from their general fund and any other available funds.
- b) In addition, the public corporations have the power to specially assess the amounts assessed against the public corporation to benefitted properties in the public corporation. This power provides the public corporation with an additional source of revenue to pay its assessment by raising funds from benefitted properties with all of the powers that are available to the public corporation pursuant to the laws governing the levying and collecting of special assessments.

- c) In addition, Chapter 20 of the Drain Code gives cities and certain charter townships the ability under the laws of the state of Michigan to levy ad valorem taxes to pay their drain assessments. This taxing power is not limited by the constitutional, statutory and charter limitations on the taxing power of the public corporation. This unlimited taxing power provides a second additional revenue source to pay the drain assessment.
- 2) By adopting a resolution pledging full faith and credit, the County is agreeing to be a backup source of payment for the bonds if there is a shortfall in the primary source of payment and the County would only make payments pursuant to this pledge in the event there is ever a shortfall in the assessment collections from the public corporations.
- 3) For a Chapter 20 drain project, the Drain Code gives the County significant powers to collect any shortfall in payment from the public corporations.
- a) If there is a shortfall in payments from a public corporation that requires the County to advance funds to make payments on the bond, the Drain Code requires the County Treasurer to notify the State Treasurer who is then required to deduct the amount of the shortfall from any moneys of the public corporation in the State's possession not otherwise pledged to the payment of debts, up to an amount equal to 25% of the total owed by the public corporation in any one year.
- b) In addition, the Board of County Commissioners can order the public corporation and its officers to levy on its tax roll in an amount sufficient to reimburse the County by the due date of the public corporation's tax levy, in which event the Drain Code requires the public corporation and its officials to levy the tax.
- c) The Drain Code places a direct requirement on the public corporations to levy whatever taxes are needed to pay their assessment if they have not set aside other funds sufficient for that purpose.
- d) The County has all other remedies available at law to enforce the obligations of the public corporations, which includes the ability to sue for damages and obtain a judgment against the public corporation, which could be spread on the tax roll of the public corporation, and the ability to bring a mandamus action to compel officials of the public corporation to perform their duties mentioned above.
- e) Section 477 of the Drain Code requires the Drainage Board to levy additional special assessments if the original assessments are not sufficient to pay the principal and interest on the bonds.
- 4) The County has never made a payment pursuant to a resolution pledging full faith and credit for drainage district bonds issued by a drainage district during my 28-year tenure as drain commissioner.

## **DUE DILIGENCE PERFORMED FOR THE DANIELS DRAIN MAINTENANCE AND IMPROVEMENT PROJECT**

The Drain Office has performed specific due diligence for the Daniels Drain Maintenance and Improvement Project which is undertaken under Chapter 20 of the Drain Code. Each public corporation has discretion to decide how to raise the funds necessary to pay for its assessment.

The Drain Office has been informed in this case the affected municipality is developing its own mix of funds that it will use to make its payments. Since this mix is in the discretion of the public corporations, the due diligence for this project has focused on the possible tax revenue and the state aid that is available to the public corporations to pay the assessment in the worst-case scenario that a public corporation does not pay an installment of its assessment. It should be clear that this is not a representation of how the public corporations plan to pay their assessments. This is just an analysis to show availability of revenues in the case there is a shortfall causing the County to make a payment on the bonds.

1) As stated above, the ultimate source of revenue to pay a public corporation's assessment in a worst-case scenario is an ad valorem tax levy. The County, Charter Township of Meridian, and MDOT are the public corporations that will be assessed for the Daniels Drain Maintenance and Improvement Project. In the event that a millage would need to be levied to pay an annual installment of debt service on the bonds for the main drain project, it is estimated that the necessary millage rate to raise those funds would not exceed:

Meridian Charter Township – 0.28 mill

This analysis shows that even in a worst-case scenario, the revenue stream required for payment would be manageable revenue.

2) As stated above, the other available source of revenue in a worst-case scenario is the state revenue sharing payments that are available to the public corporations. The current year estimate of revenue sharing for Meridian Charter Township published by the state of Michigan is:

Meridian Charter Township – \$3,733,993

3) Based on this analysis, there are significant resources available to support the payment of the assessments for the bonds that will be issued for this project, leading me to conclude that there is no substantial risk that a significant, long-term payment would be required from the County as a result of its pledge of full faith and credit for these Bonds.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION PLEDGING FULL FAITH AND CREDIT TO  
DANIELS DRAIN DRAINAGE DISTRICT BONDS**

**RESOLUTION # \_\_\_\_\_**

Minutes of a regular meeting of the Board of Commissioners of Ingham County, Michigan, held on \_\_\_\_\_, 2021, at \_\_\_\_\_ p.m., local time.

PRESENT: Commissioners \_\_\_\_\_

ABSENT: Commissioners \_\_\_\_\_

The following resolution was offered by Commissioner \_\_\_\_\_ and supported by Commissioner: \_\_\_\_\_

WHEREAS pursuant to a petition filed with the Drain Commissioner of the County of Ingham, State of Michigan (the “Drain Commissioner”), proceedings have been taken by the Drainage Board for the Daniels Drain Maintenance and Improvement Project (the “Drainage Board”) under the provisions of Chapter 20 of Act 40, Public Acts of Michigan, 1956, as amended (the “Act”), for the establishment and construction of a drain project referred to as the Daniels Drain Maintenance and Improvement Project (the “Project”); and

WHEREAS, the Project is necessary for the protection of the public health, and in order to provide funds to pay the costs of the Project, the Drainage Board intends to issue the Daniels Drain Drainage District’s (the “Drainage District”) bonds, in one or more series, in an amount not to exceed \$8,790,000 (the “Bonds”) pursuant to the Act; and

WHEREAS, the principal of and interest on the Bonds will be payable from an equal amount of assessments to be made upon the public corporations identified in the Final Order of Apportionment (the “Special Assessments”); and

WHEREAS, the Drain Commissioner, in consultation with professionals engaged by the Drainage District, has analyzed the Special Assessments and the proposed Bonds; and informed the County that there is no other indebtedness of the Drainage District secured by the Special Assessments, and that the Special Assessments will be levied in an amount equal to or greater than the par amount of the Bonds, assuring the County that there is a sufficient amount of Special Assessments levied, which together with interest thereon is projected to be sufficient to make payments of the principal of and interest on the Bonds as they become due; and

WHEREAS, PFM Financial Advisors LLC has been engaged by the Drainage District to review such projections and to assist the Drainage District as registered municipal advisor for the issuance of the Bonds; and

WHEREAS, the Ingham County Board of Commissioners (the “Board”) may, by resolution adopted by a two-thirds vote of its members elect, pledge the full faith and credit of the County for the prompt payment of the principal of and interest on the Bonds pursuant to Section 474 of the Act; and

WHEREAS, the Drain Commissioner has informed the County that the pledge of the full faith and credit of the County to the Bonds will reduce the interest cost of financing the Project thus reducing the interest cost of the County and the public corporations assessed for the Project; and

WHEREAS, the Drain Commissioner recommends that the Board adopt a resolution to pledge the full faith and credit of the County for the prompt payment of the principal of and interest on the Bonds; and

WHEREAS, based on the recommendation of the Drain Commissioner, the Board agrees to pledge the full faith and credit of the County to the Bonds.

NOW, THEREFORE, IT IS RESOLVED as follows:

1. The County pledges its full faith and credit for the prompt payment of the principal of and interest on the Bonds in a par amount not to exceed \$8,790,000. The County shall immediately advance sufficient moneys from County funds, as a first budget obligation, to pay the principal of and interest on any of the Bonds should the Drainage District fail to pay such amounts when due. The County shall, if necessary, levy a tax on all taxable property in the County, to the extent other available funds are insufficient to pay the principal of and interest on the Bonds when due.

2. Should the County advance County funds pursuant to the pledge made in this Resolution, it shall be the duty of the County Treasurer, for and on behalf of the County, to take all actions and proceedings and pursue all remedies permitted or authorized by law for the reimbursement of such sums so paid.

3. The Chairperson of the Board, the County Administrator, the County Clerk, the County Treasurer, the County Finance Director and any other official of the County, or any one or more of them (“Authorized Officers”), are authorized and directed to take all actions necessary or desirable for the issuance of the Bonds and to execute any documents or certificates necessary to complete the issuance of the Bonds, including, but not limited to, any applications including the Michigan Department of Treasury, Application for State Treasurer’s Approval to Issue Long-Term Securities, any waivers, certificates, receipts, orders, agreements, instruments, and any certificates relating to federal or state securities laws, rules, or regulations and to participate in the preparation of a preliminary official statement and a final official statement for the Bonds and to sign such documents and give any approvals necessary therefor.

4. Any one of the Authorized Officers is hereby authorized to execute a certificate of the County to comply with the continuing disclosure undertaking of the County with respect to the Bonds pursuant to paragraph (b)(5) of SEC Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended, and amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the “Continuing Disclosure Certificate”). The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate.

5. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded to the extent of the conflict.

YEAS: Commissioners \_\_\_\_\_

\_\_\_\_\_

NAYS: Commissioners \_\_\_\_\_

ABSTAIN: Commissioners \_\_\_\_\_

**COUNTY SERVICES:**

**Yeas:** \_\_\_\_\_

**Nays:** \_\_\_\_\_ **Absent:** \_\_\_\_\_ **Approved:** \_\_\_\_\_

**FINANCE:**

**Yeas:** \_\_\_\_\_

**Nays:** \_\_\_\_\_ **Absent:** \_\_\_\_\_ **Approved:** \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Barb Byrum, Clerk  
County of Ingham

**CERTIFICATION**

I, Barb Byrum, the duly qualified and acting Clerk of Ingham County, Michigan (the "County") do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners at a meeting held on \_\_\_\_\_, 2021, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976, as amended.

Date: \_\_\_\_\_, 2021

\_\_\_\_\_  
Barb Byrum, Clerk  
County of Ingham



## Agenda Item 12

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

FROM: Deb Fett, CIO

DATE: 06/8/2021

SUBJECT: Authorize Information Technology Improvements to Enhance Remote Work Utilizing American Rescue Plan Funds  
For the meeting agendas of June 15<sup>th</sup>, 16<sup>th</sup>, and 22<sup>nd</sup>, 2021

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### **BACKGROUND**

Ingham County Innovation and Technology Department (ITD) would like to request \$1,500,000.0 from the American Rescue Plan (ARP) for phase one of a project to enhance the capability of employees to do remote work. This project is designed to not only allow use of County resources remotely but also to increase the broadband access to Ingham County locations.

This preliminary project would include engineering for fiber broadband installation to various Ingham County locations currently served by subpar connections including several parks and buildings directly serving the public; as well as the ability to use our Ingham County phone extensions from our County owned devices as if we were still on site.

### **ALTERNATIVES**

Not allocating the funds would continue to limit our ability to do remote work to the level it is today.

### **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.

### **STRATEGIC PLANNING IMPACT**

This authorization supports Goal B – Communication: Improve service by enhancing the quality of external and internal communication as well as Goal D – Information Technology, specifically Strategy 2 – Annually budget for countywide IT projects including updates to existing software applications.

### **OTHER CONSIDERATIONS**

This project appears to be eligible for ARP funding although there are currently no established regulations.

### **RECOMMENDATION**

Based on the information presented, we respectfully recommend approval of the attached resolution for allocation of ARP funds from the First Tranche in the amount not to exceed \$1,500,000.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE INFORMATION TECHNOLOGY IMPROVEMENTS TO  
ENHANCE REMOTE WORK UTILIZING AMERICAN RESCUE PLAN FUNDS**

WHEREAS, H.R. 1319 of the 117<sup>th</sup> 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 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, 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, restrictions have been put in place during the era of COVID-19 which have required employees to work remotely if possible; and

WHEREAS, Ingham County would like to continue to provide services as close to normal as possible during these restrictions; and

WHEREAS, the funds requested would be to increase the ability for Ingham County employees to work remotely as well as increasing the stability of our broadband connectivity.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners funding from Ingham County's allocation from the American Rescue Plan (ARP) in an amount not to exceed \$1,500,000 for the first phase of a project to enhance remote work capability.

BE IT FURTHER RESOLVED, that the Controller's Office work with IT to develop the contract parameters, reporting requirements 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 13a

**TO:** Board of Commissioners, County Services & Finance Committees

**FROM:** Rick Terrill, Facilities Director

**DATE:** June 1, 2021

**RE:** Resolution to Authorize a Purchase Order to Haworth via DBI for the Furniture in the Additional Leased Space at the Public Defender's Office

For the meeting agendas of: June 15 & 16

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### **BACKGROUND**

The Public Defender's Office has additional space they leased and are in need of the furniture for the additional staff. Three administrative offices will move from the second floor to the newly leased space needing the furniture to be moved. Haworth via DBI, who is on the MiDeals contract and therefore three quotes are not required per the Ingham county purchasing Policy, submitted a quote of \$20,319.50 to furnish, install and move furniture.

### **ALTERNATIVES**

The alternative would be to purchase furniture that may or may not fit the space from a used furniture store.

### **FINANCIAL IMPACT**

Funds are available in the Public Defender's Office supplies line item # 260-28200-726010.

Project	Beginning Balance	Current Balance	Requested Amount	Remaining Balance
260-28200-726010	\$34,000.00	\$26,564.70	\$20,319.50	\$6,245.20

### **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 a purchase order to Haworth via DBI to furnish and install furniture at the Public Defender's Office.

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE A PURCHASE ORDER TO HAWORTH VIA DBI FOR THE FURNITURE IN THE ADDITIONAL LEASED SPACE AT THE PUBLIC DEFENDER'S OFFICE**

WHEREAS, the Public Defender's Office has additional space leased and are in need of the furniture for the additional staff; and

WHEREAS, three administrative offices will be moved to the newly leased space needing the furniture to be moved; and

WHEREAS, per the Ingham County Purchasing Policy, vendors on the MiDeals contract do not require three quotes; and

WHEREAS, Haworth via DBI is on the MiDeals contract; and

WHEREAS, it is the recommendation of the Facilities Department to authorize a purchase order to Haworth via DBI in the amount of \$20,319.50 to furnish, install, and move furniture; and

WHEREAS, funds are available line item # 260-28200-726010 which has a balance of \$26,564.70.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a purchase order to Haworth via DBI, 912 E. Michigan Ave., Lansing, MI 48912, to furnish, install, and move furniture.

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 13b

**TO:** Board of Commissioners, Human Services, County Services & Finance Committees

**FROM:** Rick Terrill, Facilities Director

**DATE:** June 1, 2021

**RE:** Resolution to Authorize an Agreement with Roger Donaldson, AIA P.L.C., for the Architectural and Engineering Services for Renovating a Portion of the Human Services Building for Families Forward

For the meeting agendas of: June 14, 15 & 16

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### **BACKGROUND**

Community Mental Health's Families Forward Program located at the Human Services Building (HSB) needs space to expand to accommodate the growing need for services to the community. Roger Donaldson AIA P.L.C., submitted the lowest responsive and responsible proposal of \$26,206.00 for the architectural and engineering services. The scope of work will include two phases; the first phase includes the assessments, preliminary design and construction budget. The second phase includes the final design and construction.

### **ALTERNATIVES**

The alternative would be to not go forward with expanding the space, hindering the program to effectively provide the much-needed services to the community.

### **FINANCIAL IMPACT**

Funds for this project are available in the Community Mental Health's Revolving Maintenance Fund, which is reimbursed by CMH.

Project	Beginning Balance	Current Balance	Requested Amount	Remaining Balance
631-26500-931000	\$300,000.00	\$300,000.00	\$26,206.00	\$273,794.00
CMH Revolving Maint. Fund				

### **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 Roger Donaldson AIA P.L.C., for architectural and engineering services to expand Community Mental Health's Families Forward program at the Human Services Building.

## Agenda Item 13b

TO: Rick Terrill, Facilities Director

FROM: James Hudgins, Director of Purchasing

DATE: May 7, 2021

RE: Memorandum of Performance for RFP No. 64-21 (rebid) Architectural and Engineering Services for Renovating a Portion of the Human Services Building

Per your request, the Purchasing Department sought proposals from experienced and qualified firms and individuals for the purpose of entering into a contract to provide architectural and engineering services for renovating a portion of the Human Services Building (HSB). Renovating the HSB will allow Community Mental Health Authority of Clinton, Eaton, Ingham Counties to expand its Families Forward program (which is currently located on the first and second floors of the HSB).

Services under this contract include, but are not limited to, architectural, engineering (mechanical, fire suppression, and electrical), demolition, construction, and installation of new carpet. The Contractor will be responsible for working directly with the CMH-CEI and Facilities Department staff to evaluate the current conditions of and make recommendations for the project.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to propose	126	37
Vendors responding	4	2

A summary of the vendors' costs is located on the next page.

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

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

*If I can be of further assistance, please do not hesitate to contact me by e-mail at [jhudgins@ingham.org](mailto:jhudgins@ingham.org) or by phone at 676-7309.*

SUMMARY OF VENDORS’ COSTS

Vendor Name	Local Pref	Add's	PHASE I Preliminary Design Services Cost		PHASE II Construction Services Cost		Phase I & II Not-to-Exceed	Number of Meetings
			Not-to-Exceed	Number of Meetings	Not-to-Exceed	Number of Meetings	Grand Total	Grand Total
Roger Donaldson	Yes, Holt MI	Yes	\$9,510.00	4	\$16,696.00	14	\$26,206.00	18
Hobbs + Black Architects	Yes, Lansing MI	Yes	\$27,714.00	4	\$11,880.00	6	\$39,594.00	10
Straub Pettitt Yaste Architects	No, Clawson MI	Yes	\$9,600.00	Grand total provided	\$30,200.00	Grand total provided	\$39,800.00	10
Bergmann	No, Lansing MI (Eaton County)	Yes	\$12,200.00	4	\$32,907.00	14	\$45,107.00	18



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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH ROGER DONALDSON, AIA P.L.C.  
FOR THE ARCHITECTURAL AND ENGINEERING SERVICES FOR RENOVATING  
A PORTION OF THE HUMAN SERVICES BUILDING FOR FAMILIES FORWARD**

WHEREAS, Community Mental Health's Families Forward Program needs space to expand to accommodate the growing need for services to the community; and

WHEREAS, it is the recommendation of the Facilities Department to enter into an agreement with Roger Donaldson AIA P.L.C., that submitted the lowest responsive and responsible proposal of \$26,206 for architectural and engineering services for Community Mental Health's Families Forward Program expansion at the Human Services Building; and

WHEREAS, funds are available in the Community Mental Health's Revolving Maintenance Fund which has a dedicated balance of \$300,000 for this project.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Roger Donaldson AIA P.L.C., 4787 Tartan Lane, Holt, Michigan 48842, for the architectural and engineering services to renovate a portion of the Human Services Building for Families Forward for an amount not to exceed \$26,206.

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.

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

**FROM:** Kelly R. Jones, County Highway Engineer & Director of Engineering  
Road Department

**DATE:** June 1, 2021

**SUBJECT:** Proposed Resolution to Approve Agreements with the City of Leslie, City of Mason, City of Williamston and the Village of Webberville for the 2021 Pavement Marking Program

For the meeting agendas on June 15, 16 and 22

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**BACKGROUND**

This memo contains a recommendation for the Board of Commissioners to approve individual agreements with the City of Leslie, City of Mason, City of Williamston, and the Village of Webberville for the 2021 Waterborne Pavement Marking Program.

The Road Department annually solicits bids from experienced and qualified vendors for the purpose of entering into a contract to provide pavement markings for the countywide Waterborne Pavement Marking Program and the Cold Plastic Common Text & Symbol Pavement Marking Program. The scope of work for the Waterborne Pavement Marking Program consists of installing retro-reflective white and yellow longitudinal pavement markings to define roadway lane lines. The scope of work for the Cold Plastic Pavement Marking Program consists of installing retro-reflective white cold plastic pavement markings such as text, arrows, school symbols, crosswalks and stop bars.

The Road Department solicited and received bids in accordance with Ingham County Purchasing policies for this project per Bid Packet #55-21. The bids were reviewed by the Purchasing and Road Departments, and both Departments were in agreement that the bidders' proposals met all necessary qualifications, specifications and requirements. The Board of Commissioners adopted the resolution to enter into an agreement with M&M Pavement Markings, Inc. on May 11, 2021 (Resolution #21-250).

Annually, the Road Department invites the City of Leslie, City of Mason, City of Williamston, and the Village of Webberville to participate in the pavement marking program, for which they pay for the work performed on the roads within their jurisdiction. The estimated 2021 pavement marking costs for the City of Leslie, City of Mason, City of Williamston, and the Village of Webberville are as follows, based on actual bid prices obtained from Bid Packet #55-21:

City of Leslie:	\$1,709.68
City of Mason:	\$3,855.48
City of Williamston:	\$1,431.58
Village of Webberville:	\$1,498.13

**ALTERNATIVES**

The cities and villages can enter individual agreements with their own pavement marking contractors, but their unit prices would be much higher than those received through the Road Department contract. Historically, the Road Department has offered this option to all of the cities and villages within Ingham County, but only Leslie, Mason, Williamston, and Webberville have participated in the program.

**FINANCIAL IMPACT**

There is no financial impact to the Road Department, as each of the agencies are invoiced actual costs for work performed within their jurisdiction through the countywide Pavement Marking Program.

**OTHER CONSIDERATIONS**

N/A

**RECOMMENDATION**

Based on the information provided, I respectfully recommend approval of the attached resolution to enter into agreements with the City of Leslie, City of Mason, City of Williamston, and the Village of Webberville for the 2021 Pavement Marking Program.

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE AGREEMENTS  
BETWEEN INGHAM COUNTY AND THE CITY OF LESLIE, CITY OF MASON,  
CITY OF WILLIAMSTON, AND THE VILLAGE OF WEBBERVILLE  
FOR THE 2021 PAVEMENT MARKING PROGRAM**

WHEREAS, the Road Department solicited and received bids in accordance with Ingham County Purchasing policies for the 2021 Pavement Marking Program per Bid Packet #55-21; and

WHEREAS, both the Purchasing and Road Departments were in agreement that the low bidder's proposal met all necessary qualifications, specifications, and requirements; and

WHEREAS, the Board of Commissioners adopted a resolution to enter into an agreement with M&M Pavement Markings, Inc. on May 11, 2021 (Resolution #21-250) for the 2021 Pavement Marking Program; and

WHEREAS, the Road Department annually invites the City of Leslie, City of Mason, City of Williamston, and the Village of Webberville to participate in the Pavement Marking Program as an economical solution to place pavement markings on roads within their jurisdiction; and

WHEREAS, the estimated 2021 pavement marking costs for the City of Leslie, City of Mason, City of Williamston, and the Village of Webberville are as follows, based on actual bid prices obtained from Bid Packet #55-21:

City of Leslie:	\$1,709.68
City of Mason:	\$3,855.48
City of Williamston:	\$1,431.58
Village of Webberville:	\$1,498.13; and

WHEREAS, the Road Department will invoice the City of Leslie, City of Mason, City of Williamston, and the Village of Webberville for all costs for work performed on the roads within their jurisdictions, at no additional cost to the Road Department budget; and

WHEREAS, the County, on behalf of the Road Department, will enter into individual agreements with the City of Leslie, City of Mason, City of Williamston, and the Village of Webberville if they choose to participate in the 2021 Pavement Marking Program.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into individual agreements with the City of Leslie for an estimated cost of \$1,709.68, the City of Mason for an estimated cost of \$3,855.48, the City of Williamston for an estimated cost of \$1,431.58, and the Village of Webberville for an estimated cost of \$1,498.13, if they choose to participate in the Road Department's 2021 Pavement Marking Program and at no additional cost to the Road Department.

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

**TO:** Board of Commissioners County Services and Finance Committee  
**FROM:** Sue Graham, Human Resources Director  
**DATE:** June 8, 2021  
**SUBJECT:** Resolution Approving Additional Modifications to Appendix D – Compensation Levels of the Managerial and Confidential Employee Personnel Manual for 2021 as a Result of Reclassification Requests  
For the meeting agendas of June 15 (County Services) and June 16 (Finance)

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**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 proposed changes in classification levels for several positions as the result of reclassification requests, 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 reclassifications is as 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 modifications to Appendix D of the Managerial and Confidential Employee Personnel Manual for 2021.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE ADDITIONAL MODIFICATIONS TO APPENDIX D –  
COMPENSATION LEVELS OF THE MANAGERIAL AND CONFIDENTIAL EMPLOYEE  
PERSONNEL MANUAL FOR 2021 AS A RESULT OF RECLASSIFICATION REQUESTS**

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, reclassification requests have 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 modifications to Appendix D – Compensation Levels of the 2021 Managerial and Confidential Employee Personnel Manual for 2021:

- Position #101019 Administrative Assistant – Board of Commissioners Office (formerly Administrative Secretary), Board of Commissioners Office: Move from MC 3 to MC 5
- Position #231001 Purchasing Director, Purchasing Department: Move from MC 12 to MC 13
- Position #226010 HR Generalist - Employment Specialist (formerly HR Specialist), Human Resources Department: Move from MC 9 to MC 10
- Position #226011 HR Generalist – Labor & Employee Relations Specialist (formerly HR Specialist), Human Resources Department: Move from MC 9 to MC 10
- Position #226010 HR Analyst, Human Resources Department: Move from MC 7 to MC 9
- Position #226005 HR Employee Data Analyst (formerly Employee Services Coordinator), Human Resources Department: Move from MC 6 to MC 7

The financial impact associated with the proposed reclassifications is as follows:

Position Title	2021	2021	Difference
	Current Grade, Step 5	Proposed Grade, Step 5	
Administrative Assistant - BOC	MC 3: 44,763.10	MC 5: 51,054.39	6,649.46
Purchasing Director	MC 12: 90,111.79	MC 13: 96,400.88	6,289.09
HR Gen'l – Employment Spec.	MC 9: 71,065.43	MC 10: 77,714.89	6,649.46
HR Gen'l – Labor & EE Rel Spec.	MC 9: 71,065.43	MC 10: 77,714.89	6,649.46
HR Analyst	MC 7: 59,539.82	MC 9: 71,065.43	11,525.61
HR Employee Data Analyst	MC 6: 54,966.92	MC 7: 59,539.82	4,572.90
TOTAL:			42,335.98

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.

**TO:** Board of Commissioners County Services and Finance Committees

**FROM:** Gregg Todd, Controller

**DATE:** June 1, 2021

**SUBJECT: RESOLUTION TO UTILIZE AMERICAN RESCUE PLAN FUNDS TO FUND GRANT REQUESTS FROM INGHAM COUNTY EMERGENCY SERVICE AUTHORITIES**  
For the meeting agendas of June 15 and 16, 2021

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**BACKGROUND**

Ingham County has two emergency services authorities, Northeast Ingham Emergency Services Authority (NIESA), which serves Williamstown, Locke, Wheatfield and Leroy Townships, and the Stockbridge Area Emergency Services Authority (SAESA), which serves Bunker Hill, White Oak, and Stockbridge Townships. As non-governmental agencies, neither were recipients of American Rescue Plan (ARP) funds while both agencies were negatively affected by COVID with regard to operating revenue and increased operational expenses.

Providing grant funds through the ARP would help alleviate the fiscal strains brought on by COVID and help ensure the residents of these seven townships prompt and reliable emergency services.

**ALTERNATIVES**

Rely on the service area townships to provide financial support.

**FINANCIAL IMPACT**

The funding request from the ARP First Tranche Amount is up to \$1,000,000. Although a new request, this amount fits within the current ARP funding program as we have a reduction in Property Tax Forbearance of \$1,500,000 due to the State implementing a program for property tax forbearance. See below:

<b>Tranche 1 May 2021 - May 2022</b>	<b>\$ 28,398,219</b>		
<b>Expense</b>	<b>Estimate</b>	<b>Revised</b>	<b>Committed</b>
Essential Employee Pay	\$ 2,100,000	\$ 3,500,000	
IT Upgrades for Remote Work/Connectivity	\$ 250,000	\$ 1,500,000	
Health Department	\$ 2,691,000	\$ 1,491,000	\$ 1,200,000
Small Business Rescue Grants	\$ 11,000,000	\$ -	\$ 11,000,000
Assistance to Residents	\$ 6,500,000	\$ 5,000,000	
Mortgage Assistance	\$ 1,000,000	\$ -	\$ 1,000,000
Property Tax Forbearance (2020 delinquent taxes)	\$ 1,500,000	\$ -	
Tourism/Travel/Hospitality	\$ 1,400,000	\$ -	\$ 1,400,000
Career Enhancement Program	\$ 500,000	\$ 500,000	
Marketing	\$ 300,000	\$ 300,000	
Additional Staffing (2 full time)	\$ 140,000	\$ -	\$ 242,000
Emergency First Responders	\$ -	\$ 1,000,000	
<b>Total Tranche 1 Expense Estimate 3.25.2001</b>	<b>\$ 27,381,000</b>		
<b>Tranche 1 Net</b>	<b>\$ 1,017,219</b>		
<b>Revised Tranche 1 Expense Estimate 5.22.2021</b>		<b>\$ 28,133,000</b>	
<b>Revised Tranche 1 Net</b>		<b>\$ 265,219</b>	

### **OTHER CONSIDERATIONS**

Per the Interim Final Rule published by the US Treasury Department, the use of ARP funds for emergency first responders affected by COVID-19 is within the allowable guidelines. Grant requests from both agencies would be reviewed to ensure the requested items fit within the allowable guidelines.

### **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 UTILIZE UP TO \$1,000,000 IN AMERICAN RESCUE PLAN FUNDS TO FUND GRANT REQUESTS FROM INGHAM COUNTY EMERGENCY SERVICE AUTHORITIES**

WHEREAS, H.R. 1319 of the 117<sup>th</sup> 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 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, non-governmental emergency service authorities did not receive American Rescue Plan funds; and

WHEREAS, COVID-19 negatively affected non-governmental emergency service authorities by limiting operating revenue while increasing operational costs due to extra staffing to cover increased emergency response calls and COVID-19 related staff shortages, PPE requirements and additional wear and tear on emergency response vehicles and equipment; and

WHEREAS, for many Ingham County residents in our rural communities, emergency service authorities are critical first responders; and

WHEREAS, the financial impacts on emergency service authorities during COVID-19 has jeopardized emergency service authorities' ability to provide critical first response services.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes that up to \$1,000,000 of First Tranche Amount funds be dedicated to Ingham County emergency service authorities to enhance operations impacted by COVID-19.

BE IT FURTHER RESOLVED, that Ingham County emergency service authorities access these funds by submitting grant requests to the Controller's Office.

BE IT FURTHER RESOLVED, that the Controller's Office will ensure the requests are 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 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.