

CHAIRPERSON
BRYAN CRENSHAW

VICE-CHAIRPERSON
VICTOR CELENTINO

VICE-CHAIRPERSON PRO-TEM
ROBIN NAEYAERT

HUMAN SERVICES COMMITTEE
CHRIS TRUBAC, CHAIR
IRENE CAHILL
TODD TENNIS
BRYAN CRENSHAW
RYAN SEBOLT
DERRELL SLAUGHTER
ROBIN NAEYAERT

INGHAM COUNTY BOARD OF COMMISSIONERS

P.O. Box 319, Mason, Michigan 48854 Telephone (517) 676-7200 Fax (517) 676-7264

THE HUMAN SERVICES COMMITTEE WILL MEET ON MONDAY, SEPTEMBER 19, 2022 AT 6:00 P.M., IN CONFERENCE ROOM A, HUMAN SERVICES BUILDING, 5303 S. CEDAR, LANSING AND VIRTUALLY AT <https://ingham.zoom.us/j/83587032242>.

Agenda

Call to Order

Approval of the [August 29, 2022 Minutes](#)

Additions to the Agenda

Limited Public Comment

1. Ingham Health Plan – Health Services Millage Activities (*Presentation*)
2. Potter Park Zoo – Resolution to Authorize Converting [Position #692030](#) from .5 FTE Level 300 to 1.0 FTE Level I
3. Parks Department
 - a. Resolution to Authorize a Purchase Order to [Bowman Contracting](#) and Concrete for Concrete Disc Golf Tee Pads at Lake Lansing North County Park
 - b. Resolution to Authorize a Contract with [Crawford Door Company Inc.](#) for Supplying and Installing a Garage Door at Hawk Island County Park
 - c. Resolution to Authorize the Acceptance of the Project Agreement for a Michigan Natural Resources Trust Fund [Grant #TF21-0118](#)
 - d. Resolution to Authorize the Acceptance of the Project Agreement for a Michigan Natural Resources Trust Fund [Grant #TF21-0057](#)
 - e. Resolution to Authorize an Amendment to the Contract with [Laux Construction, LLC](#) for Lake Lansing Boat Launch Fencing
 - f. Resolution to Authorize a Memorandum of Understanding with Michigan State University Extension for the [Hesse-Earl Youth Fishing Program](#)
 - g. Resolution to Authorize a Contract with [Northern Michigan Spray Foam](#) for Supplying and Installing Spray Insulation at Hawk Island County Park
4. Health Department
 - a. Resolution to Authorize an Agreement with [Ascension Pharmacy](#) for Participation in the 340B Drug Discount Program
 - b. Resolution to Authorize an Agreement with [Atlas Meds Pharmacy Inc.](#) for Participation in the 340B Drug Discount Program
 - c. Resolution to Authorize an Agreement with [Central Pharmacy](#) for Participation in the 340B Drug Discount Program

- d. Resolution to [Amend Resolution #22-102](#) Authorizing an Agreement with the Michigan Department of Labor and Economic Opportunity
 - e. Resolution to Renew a Representational Agreement with [Daudi & Kroll P.C.](#) for Kamar Alnerabieh
 - f. Resolution to [Amend Resolution #22-028](#) Authorizing an Agreement with Dignified Aging Project
 - g. Resolution to Authorize COVID-19 Regional Health Equity Council Backbone Organization Grant Sub-Agreements with the [Capital Area Health Alliance](#) and TCB Consulting, LLC
 - h. Resolution to Authorize an Increase of [Position #601181](#) (Dentist) from 0.5 FTE to 0.75 FTE
 - i. Resolution to Authorize [Amendment #4](#) to the 2021-2022 Emerging Threats Master Agreement with the Michigan Department of Health and Human Services for the Delivery of Public Health Services Under the Comprehensive Agreement
 - j. Resolution to Authorize an Agreement with [Kulik Strategic Advisers](#) for the Development of a Health Department Strategic Plan
 - k. Resolution to Convert a [WIC Health Program Assistant](#) Position to a Community Health Representative II Position
 - l. Resolution to [Amend Resolution #21-314](#)
 - m. Resolution to Authorize an Agreement with [AB Staffing Solutions](#)
5. Opioid Litigation – Establishment of an Advisory Panel to the Board of Commissioners
(*Discussion*)

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.

HUMAN SERVICES COMMITTEE

August 29, 2022

Draft Minutes

Members Present: Cahill, Crenshaw, Sebolt, Slaughter, Tennis, and Trubac.

Members Absent: Naeyaert.

Others Present: Commissioner Peña, AnnMarie Hornak, Linda Vail, Lindsey McKeever, Amy Poca, Brian Fisher, Sara Lurie, Carol Kehoe, Michele Strasz, Brian Collins, Kelly Burkholder, Marion Owens, Lori Noyer, Bill Hendrian, Tim Morgan, Jared Cypher, Teri Morton, Gregg Todd, Michael Townsend, Kylie Rhoades, and others.

The meeting was called to order by Chairperson Trubac at 6:00 p.m. in Conference Room A of the Human Services Building, 5303 S. Cedar Street, Lansing, Michigan. Virtual Public participation was offered via Zoom at <https://ingham.zoom.us/j/83587032242>.

Approval of the August 15, 2022 Minutes

MOVED BY COMM. SEBOLT, SUPPORTED BY COMM. SLAUGHTER, TO APPROVE THE AUGUST 15, 2022 OPEN AND CLOSED SESSION MINUTES.

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioner Naeyaert.

Additions to the Agenda

None.

Limited Public Comment

None.

1. Budget Hearings

The representatives from each of the following departments/affiliated entities indicated by verbal acknowledgement, absence, or silence, that they were satisfied with their respective portions of the Controller's Recommended Budget:

- a. Community Agencies
- b. Community Mental Health
- c. Cooperative Extension
- d. Department of Human Services
- e. Fair
- f. Health Department
- g. Housing Commission

- h. Medical Care Facility
- i. Medical Examiner
- j. Mid-Michigan 2-1-1 Alliance
- k. MSHN Substance Abuse
- m. Potter Park Zoo
- n. Transportation Millage
- o. Tri-County Aging Consortium
- p. Veteran Affairs
- q. Health Services Millage
- r. Environmental Affairs Commission
- s. Capital Area Mentoring Partnership (CAMP)

Commissioner Tennis asked if there could be discussion on Community Agencies.

Chairperson Trubac stated that the discussion could occur after the Parks' Department spoke.

l. Parks

Tim Morgan, Ingham County Parks Director, stated that they had locked the gates when the COVID-19 Pandemic first began. He further stated that on the second day of the COVID-19 lockdown, Governor Whitmer had indicated that individuals should quarantine, but if they did need to get out that they should go to a local park.

Mr. Morgan stated that since that day, the County, State, and National parks had worked together to deal with everything that had been thrown their way. He further stated that there had been a significant influx of individuals who visited the parks since they were not able to travel.

Mr. Morgan stated that individuals found out that the County parks were a hidden treasure. He further stated that throughout the COVID-19 Pandemic, the Parks Department had underwent a reorganization that took an extended amount of time to complete.

Mr. Morgan stated that as part of the reorganization, the Parks Department had reclassified and added several positions. He further stated that in addition to the positions they had secured a revenue point of sales system, which they had been able to get up and running.

Mr. Morgan stated that on the administrative side of the Parks Department, the new system had created a new influx of phone calls, online registration and bookings. He further stated that they had sold out within the first week of reservations for winter sports in 2020, and within the first two weeks in 2021.

Mr. Morgan stated that the Parks Department was grateful to work in a profession that individuals saw as a need. He further stated that in his 35 years of experience, the police and fire received funding first, schools would receive funds next, and then the parks would receive the leftovers.

Mr. Morgan stated that the Trails and Parks Millage provided a funding source that helped secure parks, to which the public has backed by renewing the Millage. He further stated that the additional positions were originally part of the reorganization, and were directed to include the additional positions in the Controllers Recommended Budget.

Mr. Morgan stated that Gregg Todd, Ingham County Controller, had indicated to staff and Elected Officials that they should not expect many new positions in the new year. He further stated that he understood the caution, but believed that what happened to the Parks Department was unique.

Mr. Morgan stated that the Parks Department would continue to provide the best services that they could even if the request for the additional positions was not approved. He further stated that due to the influx in attendance, the Parks Department had seen an increase in revenue.

Mr. Morgan stated that he was thankful for the Controller's Office and the Board of Commissioners as they have always given when there was a need. He further stated that the Parks Department had a need that would not go away.

Brian Collins, Deputy Parks Director and Hawk Island Manager, stated that there were descriptions of the requested positions included in the packet. He further stated that he had seen an influx of patrons who enjoyed the Snow Tubing Hill as well as the Disc Golf Course.

Mr. Collins stated that with the increase in visitation, the parks also saw an increase in maintenance needs and staff. He further stated that much of the staff was seasonal, and ranged from 16 to 18 years of age.

Mr. Collins stated that the Hawk Island Park operated 24 hours a day during the winter season as they created snow for the tubing hill. He further stated that 80 hours of supervision only went so far when the hours of operation were from sun up to sun down.

Kelly Burkholder, Ingham County Parks Administrative Office Coordinator, stated that the number of phone calls had increased drastically. She further stated that they normally received around 1,000 phone calls a month but had seen upwards of 4,000 calls.

Ms. Burkholder stated that the responsibility to answer calls fell on her and a part-time employee who worked only 29 hours a week. She further stated that she could not effectively do her job as she was constantly pulled away to answer the phone calls.

Ms. Burkholder stated her thanks to the Human Services Committee, and stressed that the Parks Department needed an additional full time Office employee.

Mr. Morgan stated that both Mr. Collins and Ms. Burkholder assisted him with his responsibilities, but that he was unable to put any additional work onto them. He further stated that the Parks Department would continue to do the best that they could even if the positions were not approved.

Mr. Morgan stated that he was thankful for all that the Human Services Committee did for the Parks Department. He further stated that the Parks Department understood if the budget did not allow for the additional positions.

Commissioner Crenshaw asked for clarification on the number of visitors in 2021, as well as the number of Hardship Passes issued.

Mr. Morgan stated that he would get that information for the Human Services Committee as he did not have the numbers with him.

Mr. Morgan stated that the Trails and Parks Millage did fund a few of the positions in the Parks Department. He further stated that the Parks Department had only taken 8% of the Millage to date, and that he had further information if that was the direction that the Human Services Committee decided to go.

Commissioner Cahill asked if the totals for the proposed positions included the benefits as well.

Mr. Morgan stated that the Assistant Park Manager wages was \$70,429.94, the full time Customer Service position wages would be \$48,272.97, the Park Ranger position was \$54,513.62, and lastly the part time Customer Service position would be \$24,136. He further stated that the total of all three and a half positions with benefits packages were \$349,509.48.

Commissioner Cahill asked if the Park Ranger position was a permanent position.

Mr. Morgan stated that the Park Ranger position would be a permanent position as long as the Trails and Parks Millage was renewed. He further stated that the Parks Department knew that if the Millage ever stopped, they would need to present the position before the Human Services Committee.

Commissioner Slaughter asked which positions were most needed for the Parks Department.

Mr. Morgan stated that they had included the positions in the packet in order of priority. He further stated that if the Human Services were able to address half, he would request the first two positions as it would address both the field and office.

Mr. Morgan stated that those positions would help the department as a whole, and the health and wellbeing of staff.

Commissioner Tennis stated that the Human Services Committee had previously approved the reorganization for the Parks Department. He further asked if the additional positions, phase two of the reorganization, had been pushed back a year.

Mr. Todd stated that they were unsure of what the 2024 budget would look like, but that the additional positions would be pushed back a year or so. He further stated that the Controller's office did not feel that it was practical to fund the additional positions in 2023.

Commissioner Sebolt stated that he understood the need, but was uncomfortable funding long term positions from the Z list fund as it was intended for one time fund requests. He further stated that a conversation could be had at a later date to discuss the possibility of funding the positions with the Trails and Parks Millage.

Commissioner Sebolt stated that he could not support the positions as additions to the Z list.

Commissioner Crenshaw requested that the Controller's office to look into the possibility to fund the positions with Millage dollars.

Mr. Morgan stated that the Parks Department was satisfied with the Controllers Recommended Budget. He further stated that the Parks Department looked forward to future discussion.

Chairperson Trubac expressed his thanks to the Parks Department for their continued work.

a. Community Agencies

MOVED BY COMM. TENNIS, SUPPORTED BY COMM. CRENSHAW, TO ADD \$100,000 TO THE Z LIST TO SUPPORT COMMUNITY AGENCIES.

Commissioner Tennis stated that he had always felt that funding to Community Agencies was the best use of funds as it allowed a big impact with little funds. He further stated that Community Agencies had received an increase in requests.

Jared Cypher, Deputy Controller, stated that there were a few newcomers along with a few others that had returned to request funding for the first time in a few years. He further stated that the County had received phone calls that expressed a need for such funding.

Commissioner Tennis stated that Ingham County staff handled the applications for basic needs such as housing, clothing and food. He further stated that they would then receive a proposal from staff, and believed that it would make Mr. Cypher's job easier if he had a little more wiggle room.

Commissioner Crenshaw stated that he wholeheartedly supported the request as more individuals required funds and services from Community Agencies.

Commissioner Tennis stated that the Community Agencies' funding was always a one-time fund request.

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioner Naeyaert.

MOVED BY COMM. CRENSHAW, SUPPORTED BY COMM. TENNIS, TO ADOPT THE FOLLOWING ITEMS ON THE CONTROLLER'S RECOMMENDED BUDGET WITH THE ADDITION OF THE \$100,000 TO SUPPORT COMMUNITY AGENCIES ON THE Z LIST:

a. Community Agencies

- b. Community Mental Health
- c. Cooperative Extension
- d. Department of Human Services
- e. Fair
- f. Health Department
- g. Housing Commission
- h. Medical Care Facility
- i. Medical Examiner
- j. Mid-Michigan 2-1-1 Alliance
- k. MSHN Substance Abuse
- l. Parks
- m. Potter Park Zoo
- n. Transportation Millage
- o. Tri-County Aging Consortium
- p. Veteran Affairs
- q. Health Services Millage
- r. Environmental Affairs Commission
- s. Capital Area Mentoring Partnership (CAMP)

Commissioner Sebolt stated that he would like to disclose for the record that his daytime employer, AFL-CIO, has a relationship with the United Ways of Michigan.

Commissioner Tennis stated that he would like to disclose at a later date that he worked with the YMCA State Alliance.

Commissioner Sebolt stated that the ethics policy required the Commissioners to disclose information early and as often as possible.

Commissioner Cahill stated that she would like to disclose for the record that part of her budget comes from the City of Lansing Parks and Recreation.

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioner Naeyaert.

Announcements

None.

Public Comment

Commissioner Peña stated that he would like to disclose that he had been on a park trail that day. He further stated that the Montgomery Drain has a pump house that sits on the former Red Cedar Golf Course, which was running on Saturday.

Commissioner Peña stated that it was a good thing that the Montgomery Drain was operating as there are diseases which can come from mosquitos. He further stated that as an individual who bikes in that area, it was important to him to see the Montgomery Drain operating.

Commissioner Peña stated that the Ingham County Fair saw three record-breaking days. He further stated that he anticipated that the revenue would be better than the previous year.

Commissioner Peña stated that he was hopeful, and thankful for the work that the Controller's Office and Staff for their hard work.

Adjournment

The meeting was adjourned at 6:37 p.m.

SEPTEMBER 19, 2022 HUMAN SERVICES AGENDA

STAFF REVIEW SUMMARY

ACTION ITEMS:

The Deputy Controller is recommending approval of the following resolutions

2. Potter Park Zoo – Resolution to Authorize Converting Position #692030 from .5 FTE Level 300 to 1.0 FTE Level I

This resolution increases the UAW Zoo Account Clerk position (#692020) from .5 FTE Level 300 to 1.0 FTE Level I. Increasing the position from part-time to full-time will provide the additional resources necessary to oversee and maintain the revenue management system. This position conversion takes into consideration operational needs, budgetary constraints, and employee recruitment and retention. Converting position #692030 from .5 FTE Level 300 to 1.0 FTE Level I will increase the total cost with salary and fringe benefits by \$45,079 annually at Step 8. There are sufficient funds in the Zoo budget to cover the total increase.

3. Parks Department

- a. *Resolution to Authorize a Purchase Order to Bowman Contracting and Concrete for Concrete Disc Golf Tee Pads at Lake Lansing North County Park*

This resolution approves issuing a purchase order with Bowman Contracting and Concrete for a total amount not to exceed of \$7,500 for concrete work at Lake Lansing North County Park. Funds are available in the Parks budget for this project.

- b. *Resolution to Authorize a Contract with Crawford Door Company Inc. for Supplying and Installing a Garage Door at Hawk Island County Park*

This resolution approves entering into a contract with Crawford Door Company, Inc. for the base bid in the amount of \$5,168 for supplying and installing a 16' x 10' garage door at Hawk Island County Park. Funds are available in the Parks budget for this project.

- c. *Resolution to Authorize the Acceptance of the Project Agreement for a Michigan Natural Resources Trust Fund Grant #TF21-0118*

This resolution authorizes the grant agreement and associated budget transfers for Michigan Natural Resources Trust Fund Grant #TF21-0118 to provide for needed accessibility improvements at Hawk Island Park.

- d. *Resolution to Authorize the Acceptance of the Project Agreement for a Michigan Natural Resources Trust Fund Grant #TF21-0057*

This resolution authorizes the grant agreement and associated budget transfers for Michigan Natural Resources Trust Fund Grant #TF21-0057 to provide for needed accessibility improvements at Lake Lansing North.

- e. *Resolution to Authorize an Amendment to the Contract with Laux Construction, LLC for Lake Lansing Boat Launch Fencing*

This resolution authorizes a contract amendment with Laux Construction for an additional \$19,099.71 from the Ingham County Trails and Parks Millage fund balance to upgrade fencing at the Lake Lansing boat launch.

- f. *Resolution to Authorize a Memorandum of Understanding with Michigan State University Extension for the Hesse-Earl Youth Fishing Program*

This resolution authorizes a memorandum of understanding (MOU) with Michigan State University Extension for the annual Earl-Hesse Fishing event to provide fun, educational opportunities that empower young people with skills to lead for a lifetime and become the foundation for future success. Ingham County Park staff worked with county legal on the development of this MOU. County legal approved the final language as attached.

- g. *Resolution to Authorize a Contract with Northern Michigan Spray Foam for Supplying and Installing Spray Insulation at Hawk Island County Park*

This resolution authorizes a contract with Northern Michigan Spray Foam for the base bid in the amount of \$9,500 for supplying and installing spray insulation at Hawk Island County Park. Funds are available in the Parks budget for this project.

4. *Health Department*

- a. *Resolution to Authorize an Agreement with Ascension Pharmacy for Participation in the 340B Drug Discount Program*

This resolution authorizes entering into an agreement with Ascension Pharmacy for its participation in the 340B drug discount program, effective October 1, 2022 through September 30, 2023, with a one-year auto-renewal thereafter. There is no cost to participate in this agreement. This agreement will generate \$38,600 in annual savings, based on the volume of existing patients who presently receive prescription medications from Ascension Pharmacy.

- b. *Resolution to Authorize an Agreement with Atlas Meds Pharmacy Inc. for Participation in the 340B Drug Discount Program*

This resolution authorizes entering into an agreement with Atlas Meds Pharmacy for its participation in the 340B drug discount program, effective October 1, 2022 through September 30, 2023, with a one-year auto-renewal thereafter. There is no cost to participate in this agreement. This agreement will generate \$70,000 in annual savings, based on the volume of existing patients who presently receive prescription medications from Atlas Meds Pharmacy.

- c. *Resolution to Authorize an Agreement with Central Pharmacy for Participation in the 340B Drug Discount Program*

This resolution authorizes entering into an agreement with Central Pharmacy for its participation in the 340B drug discount program, effective October 1, 2022 through September 30, 2023, with a one-year auto-renewal thereafter. There is no cost to participate in this agreement. This agreement will generate \$179,000 in annual savings, based on the volume of existing patients who presently receive prescription medications from Central Pharmacy.

- d. *Resolution to Amend Resolution #22-102 Authorizing an Agreement with the Michigan Department of Labor and Economic Opportunity*

This resolution amends Resolution #22-102 with Michigan Department of Labor and Economic Opportunity (MDLEO), by decreasing the agreement from \$173,382 to \$109,582, effective October 1, 2021 through September 30, 2022.

- e. *Resolution to Renew a Representational Agreement with Daudi & Kroll P.C. for Kamar Alnerabieh*

This resolution authorizes the renewal of the representation agreement with Daudi & Kroll P.C. effective October 1, 2022 through September 30, 2023, for an amount not to exceed \$5,000.

- f. *Resolution to Amend Resolution #22-028 Authorizing an Agreement with Dignified Aging Project*

This resolution **authorizes amending Resolution #22-028** by adding the monkeypox vaccination, changing the mileage reimbursement plan, and increasing the amount of the contract/agreement by \$10,000 in an amount not to exceed \$70,000 effective October 1, 2022 through September 30, 2023.

- g. *Resolution to Authorize COVID-19 Regional Health Equity Council Backbone Organization Grant Sub-Agreements with the Capital Area Health Alliance and TCB Consulting, LLC*

This resolution authorizes subcontracts with the Capital Area Health Alliance, in an amount not to exceed \$12,111, and TCB Consulting, LLC, in an amount not to exceed \$12,450, for the COVID-19 Regional Health Equity Council Backbone Organization Grant from the Michigan Public Health Institute (MPHI) and Michigan Department of Health and Human Services (MDHHS), effective August 1, 2022 through September 30, 2022. Subcontracts will be fully paid from grant funds awarded by MPHI/MDHHS.

- h. *Resolution to Authorize an Increase of Position #601181 (Dentist) from 0.5 FTE to 0.75 FTE*

This resolution authorizes an increase of the Dentist position #601181 from 0.50 FTE to 0.75 FTE, effective October 1, 2022 for an amount not to exceed \$62,120. Costs will be covered by the revenue generated by additional visits.

- i. *Resolution to Authorize Amendment #4 to the 2021-2022 Emerging Threats Master Agreement with the Michigan Department of Health and Human Services for the Delivery of Public Health Services Under the Comprehensive Agreement*

This resolution authorizes a revised 2021 – 2022 Emerging Threats Agreement with the Michigan Department of Health and Human Services for the delivery of emerging threats services under the Comprehensive Agreement Process. The increased funds consist of the following specific change to program budgets:

Monkeypox Virus Response: increase of 50,000 from \$0.00 to \$50,000
U4U Tuberculosis Services: increase of \$1,852 from \$0.00 to \$1,852

- j. *Resolution to Authorize an Agreement with Kulik Strategic Advisers for the Development of a Health Department Strategic Plan*

This resolution authorizes entering into an agreement with Kulik Strategic Advisers for the development of a health department strategic plan, effective October 1, 2022 through September 30, 2023 in an amount not to exceed \$32,288. Funds are included in the Health Department's budget for this project.

- k. *Resolution to Convert a WIC Health Program Assistant Position to a Community Health Representative II Position*

This resolution authorizes converting WIC's Health Program Assistant Position (position #601106) to a Community Health Representative II position, and shall be effective upon approval. The increased costs of \$3,875 will be absorbed by the Health Department budget.

- l. *Resolution to Amend Resolution #21-314*

This resolution authorizes amending Resolution #21-314 to include a COVID-19 vaccine requirement for all Lansing Community College students prior to placement in the Community Health Centers, effective upon approval.

- m. *Resolution to Authorize an Agreement with AB Staffing Solutions*

This resolution authorizes entering into an agreement with AB Staffing Solutions to provide staffing to serve up to (30) hours per week as medical lead, prep, and/or vaccinator for Ingham County residents, effective October 1, 2022 through January 31, 2023, at rate of \$55.00 to \$110.00 per hour based on the role, for a total amount not to exceed \$228,800. The cost of this agreement will be covered by COVID Immunization funding approved through Resolution #22-397.

OTHER ITEMS:

1. *Ingham Health Plan* – Health Services Millage Activities (Presentation)
5. *Opioid Litigation* – Establishment of an Advisory Panel to the Board of Commissioners (Discussion)

Agenda Item 2

TO: Human Services, County Services, and Finance Committees

FROM: Cynthia Wagner, Potter Park Zoo Director

DATE: September 6, 2022

SUBJECT: Authorization to Convert Position #692030 (Account Clerk) from .5 FTE Level 300 to 1.0 FTE Level I
For the meeting agendas of September 19, 20, and 21, 2022

BACKGROUND

The current part-time Account Clerk position will become vacant soon. Potter Park Zoo wishes to increase the UAW Zoo Account Clerk position (#692020) from .5 FTE Level 300 to 1.0 FTE Level I. Increasing the position from part-time to full-time will provide the additional resources necessary to oversee and maintain the revenue management system.

This position conversion takes into consideration operational needs, budgetary constraints, and employee recruitment and retention.

ALTERNATIVES

The position could remain .5 FTE Level 300, however this would decrease the Zoo's capacity to fully utilize the revenue management system.

FINANCIAL IMPACT

Converting position #692030 from .5 FTE Level 300 to 1.0 FTE Level I will increase the total cost with salary and fringe benefits by \$45,079 annually at Step 8. There are sufficient funds in the Zoo budget to cover the total increase.

Current Position	P/T Step 8
Account Clerk Level 300 .5 FTE	\$42,981
TOTAL	\$42,981

New Position	F/T Step 8
Account Clerk Level I 1.0 FTE	\$88,060
TOTAL	\$88,060

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of maintaining and improving existing parkland, facilities, and features, specifically section A.1 (f) of the Ingham County Action Plan.

OTHER CONSIDERATIONS

The UAW Zoo Unit is in support of the proposed position conversion from part-time to full-time and job description update increasing the position from Level 300 to Level I. The Potter Park Zoo Board is in support of the proposed position conversion.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to authorize position #692030 UAW Zoo Account Clerk to be increased from .5 FTE Level 300 to 1.0 FTE Level I.

Agenda Item 2

TO: Cynthia Wagner, Zoo Director

FROM: Beth Bliesener, Human Resources Generalist – Employment Specialist
Joan Clous, Human Resources Generalist – Labor Relations

DATE: August 25, 2022

RE: Memo of Analysis for Position number 692030

Human Resources can confirm the following information:

1. Position number 692030 is currently an Account Clerk – PPZ – Part-Time position. The position will soon become vacant. The Zoo Director has updated the job description to accurately reflect the duties that are being performed. After analysis, the salary would move from a UAW 300 to UAW Zoo 1. The position will also be converted from a Part-Time position to a Full-Time position. I have attached a copy of the job description.

I have sent the UAW-Zoo chair notice and they support the changes.

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

If I can be of further assistance, please email or call me (887-4375).

From: [Kyle Hensley](#)
To: [Elisabeth Bliesener](#)
Cc: [Cynthia Wagner](#); [Joan Clous](#)
Subject: RE: Account Clerk - PPZ
Date: Thursday, August 25, 2022 6:26:05 AM

The Union agrees with the changes.

Thanks
Kyle Hensley
UAW Zoo Unit Chair

From: Elisabeth Bliesener <EBliesener@ingham.org>
Sent: Wednesday, August 24, 2022 5:22 PM
To: Kyle Hensley <KHensley@ingham.org>
Cc: Cynthia Wagner <CWagner@ingham.org>; Joan Clous <JClous@ingham.org>
Subject: Account Clerk - PPZ

Hi Kyle

Cindy has updated the job description for the Account Clerk position – see attached, track changes and a clean copy. She would like to convert this position from a part-time position to a full-time position. After analysis, the position did change salary from a UAW Zoo 300 to a UAW Zoo 1 (previously named as 400)

Does the Union agree to the updated JD and the salary placement.

Let me know if you have any questions.

Thanks,

Beth Bliesener
Ingham County
Human Resources
517-887-4375

Transmission is Privileged and Confidential.

Confidentiality Notice: The information contained in this electronic mail message and any attachments is intended only for the use of the individual or entity to whom it is addressed and may contain legally privileged, confidential information or work product. If the reader of this message is not the intended recipient, you are hereby notified that any use, dissemination, distribution, or forwarding of this e-mail message is strictly prohibited. If you have received this message in error, please immediately notify me by e-mail reply and delete the original message from your system.

INGHAM COUNTY JOB DESCRIPTION

ACCOUNT CLERK - Potter Park Zoo

General Summary:

Under the supervision of the Customer Services Manager and Zoo Director, performs a variety of bookkeeping, accounting, payroll, clerical and administrative support. Coordinates accounts payables. Complies and analyzes information for the department's accounting activities and budget. Processes payroll and Personnel Action Request forms using a computerized system. Oversees all aspects of the point of sale system. Responds to inquiries from employees and the public.

Essential Functions:

1. Coordinates the accounts payable function of the department. Researches and responds to questions regarding payments.
2. Prepares accounts payable for payment by checking the accuracy and propriety of all invoices and verifying that they have been approved by authorized personnel and have adequate support documentation.
3. Processes payroll and Personnel Action Request forms using a computerized system. Reviews and processes time cards and enters data to the County payroll system and handles payroll matters and questions for the office.
4. Processes Procurement-card statements, cash receipting of admissions, parking, and shelter revenues, bank reconciliations, processes payables for all zoo invoices.
5. Oversees all aspects of the point of sale system including equipment, software updates, data entry, reporting, and vendor billings & communication. Works as liaison between internal and external stakeholders responsible for day to day functionality of point of sale in matters pertaining to hardware, support, and training.
6. Performs data entry of invoices, contract entry, purchase order requisitions, and reports. Initiates various reports from data entry such as budget status and attendance reports.
7. Provides clerical support to staff. Example includes, but not limited to, data entry, proofreading, faxing, copying, processing outgoing mail, distributing incoming mail, maintaining office supplies and equipment and other administrative duties.
8. Assists in maintaining office filing systems. Assists in the scanning, indexing and maintenance of electronic files.

Other Functions:

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

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

Employment Qualifications:

Education: A minimum of a High School Diploma or equivalent is required.

Experience: A minimum of 2 years' experience in accounting, bookkeeping, finance, or a related field is required. Possesses intermediate computer skills and ability to provide necessary visualizations.

Other Requirements:

- Skill in preparing and maintaining records and reports.
- Ability to demonstrate technical knowledge and proficiency with computer hardware and software specific to the point of sale systems in use.
- Ability to communicate effectively and follow verbal and written instructions.
- Must possess and maintain a valid driver's license.

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

Working Conditions:

1. This position works in an indoor environment. There is no planned exposure to prominent lights, noises, odors, temperatures or weather conditions.
2. This position is required to travel for meetings and appointments.

Physical Requirements:

- This position requires the ability to sit, stand, walk, twist, bend, stoop/crouch, squat, kneel, lift, carry, reach, type, endure repetitive movements of the wrists, hands or fingers.
- This position's physical requirements require periodic stamina in standing, walking, twisting, bending, stooping/crouching, squatting, kneeling, lifting, carrying, and reaching.
- This position's physical requirements require continuous stamina in sitting, typing and enduring repetitive movements of the wrists, hands or fingers.
- This position performs light work requiring the ability to exert 30 pounds or less of force in the physical requirements above.
- This position primarily requires close visual acuity to perform tasks within arm's reach such as: viewing a computer screen, using measurement devices, inspecting and assembling parts, etc.
- This position requires the ability to communicate and respond to inquiries both in person and over the phone.
- This position requires the ability to operate a PC/laptop and to enter & retrieve information from a computer.
- This position requires the ability to handle varying and often high levels of stress.

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

August 2022

UAW ZOO

Salary Scale: UAW Zoo 1 (400)

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE CONVERTING POSITION #692030 FROM .5 FTE LEVEL 300
TO 1.0 FTE LEVEL I**

WHEREAS, Potter Park Zoo wishes to convert a .5 FTE Level 300 Account Clerk position (#692030) from .5 FTE Level 300 to 1.0 FTE Level I; and

WHEREAS, increasing position #692030 from .5 FTE to 1.0 FTE will allow Potter Park Zoo to provide effective oversight of the point of sale system daily operations; and

WHEREAS, updating the job description to accurately reflect duties was determined by the Ingham County Human Resources Department to raise position #692030 from Level 300 to Level I; and

WHEREAS, the current UAW Zoo Level 300 .5 FTE Account Clerk position has a salary range of \$20,501 to \$24,035 and \$40,961 to \$51,031 at Level I 1.0 FTE; and

WHEREAS, the 2022 personnel cost projections provided by the budget department show a total (wage and fringe) annual cost increase of \$45,079 at Step 8 of Level I; and

WHEREAS, there are sufficient funds in the Zoo Fund, #25869200, for the proposed position conversion; and

WHEREAS, the United Auto Workers (UAW) Local 2256 – Zoo Unit and the Potter Park Zoo Advisory Board support the proposed updated job description and position conversion.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby adopts the updated job description, and authorizes a conversion of the following Potter Park Zoo Account Clerk position #692030:

UAW Zoo Level 300 .5 FTE Account Clerk position to UAW Zoo Level I 1.0 FTE Account Clerk position

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

TO: Human Services & Finance Committees
FROM: Tim Morgan, Parks Director
DATE: September 6, 2022
SUBJECT: Purchase order with Bowman Contracting and Concrete
For the meeting agenda of September 19, 2022 Human Services and September 21, 2022 Finance

BACKGROUND

The Parks Department solicited proposals from qualified and experienced contractors for the purpose of a purchase order for the pouring of 18 disc golf concrete tee pads at Lake Lansing North County Park. The Parks staff recommends that a purchase order be issued to Bowman Contracting and Concrete.

ALTERNATIVES

The alternative is to not complete the project leaving the 18 hole disc golf course at Lake Lansing North incomplete.

FINANCIAL IMPACT

There are funds available in line item 208-75200-974000.

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 September 12, 2022 meeting.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution authorizing Ingham County to award a purchase order to Bowman Contracting and Concrete.

Use this form for purchases $\geq \$2,500$

Date: 8/17/22

For pick-up:	Call
	when order is ready for pick-up.

Approved By: 

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

FOR OFFICE USE ONLY:

- S:\PKO\FORMS\Purchase\Material Requisition

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A PURCHASE ORDER TO BOWMAN CONTRACTING AND
CONCRETE FOR CONCRETE DISC GOLF TEE PADS AT LAKE LANSING NORTH
COUNTY PARK**

WHEREAS, the Parks Department solicited proposals from qualified and experienced contractors for the purpose of a purchase order for the pouring of 18 disc golf concrete tee pads at Lake Lansing North County Park; and

WHEREAS, after careful review and evaluation of the proposals received, the Parks staff recommends that a purchase order be awarded to Bowman Contracting and Concrete.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves issuing a purchase order with Bowman Contracting and Concrete for a total amount not to exceed of \$7,500 for concrete work at Lake Lansing North County Park.

BE IT FURTHER RESOLVED, that there is \$7,500 available in line item 208-75200-974000 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: Human Services & Finance Committees
FROM: Tim Morgan, Parks Director
DATE: September 6, 2022
SUBJECT: Contract with Crawford Door Company, Inc.

For the meeting agenda of September 19 2022 Human Services and September 21, 2022 Finance

BACKGROUND

The Parks Department operates a snow tubing park at Hawk Island County Park. Staff solicited proposals from qualified and experienced garage door installation contractors to enter into a contract for the purpose of supplying and installing a 16' x 10' garage door in a new snow tubing storage building presently being constructed.

ALTERNATIVES

Do not install garage door.

FINANCIAL IMPACT

Crawford Door Company, Inc. a registered, local vendor, was the lowest responsive bid in compliance with the Ingham County Purchasing Policy. 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 Crawford Door Company, Inc. for the base bid \$5,168. There are funds available in line item 228-75999-976000-20P11 for this project as detailed below:

Project	Beginning Allocation	Current Balance	Requested Amount	Remaining Balance
Garage Door	\$114,580	\$38,976.63*	\$5,168	\$33,808.63

*Balance if resolution XXXX, running concurrently is passed

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 September 12, 2022 meeting.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution authorizing Ingham County to enter into a contract with Crawford Door Company, Inc.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A CONTRACT WITH CRAWFORD DOOR COMPANY INC.
FOR SUPPLYING AND INSTALLING A GARAGE DOOR AT HAWK ISLAND COUNTY PARK**

WHEREAS, the Ingham County Parks Department operates a snow tubing facility at Hawk Island County Park; and

WHEREAS, Capital Improvement funds were previously allocated for a new snow tube storage building; and

WHEREAS, the Parks Department solicited proposals from qualified and experienced contractors to enter into a contract for the purpose of supplying and installing a 16'x10'garage door in the new snow tube storage building; and

WHEREAS, Crawford Door Company, Inc., a registered, local vendor was the lowest responsive bid in compliance with the Ingham County Purchasing Policies; and

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

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves entering into a contract with Crawford Door Company, Inc. for the base bid in the amount of \$5,168 for supplying and installing a 16' x 10' garage door at Hawk Island County Park.

BE IT FURTHER RESOLVED, that there are funds available in line item 228-75999-976000-20P11.

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: Human Services & Finance Committees

FROM: Tim Morgan, Parks Director

DATE: September 6, 2022

SUBJECT: Hawk Island Park Boardwalk and Fishing Pier Grant #TF21-0118

For the meeting agenda of September 19, 2022 Human Services and September 21, 2022 Finance

BACKGROUND

Resolution #21-166 authorized the submission of a Michigan Natural Resources Trust Fund Grant for accessibility improvements at Hawk Island Park. The Michigan Natural Resources Trust Fund recommended this project for funding. This resolution authorizes the acceptance of the project agreement for the Michigan Natural Resources Trust Fund grant as Ingham County Parks successfully received this \$300,000 grant from the Michigan Department of Natural Resources (MDNR).

Attached is the Project Agreement and boundary map of the project area. The project will include the following improvements: remove existing boardwalk along the northeast side of the pond, new floating docks with fishing extensions and boardwalk approaches, new 10-foot wide path, and amenities.

ALTERNATIVES

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

FINANCIAL IMPACT

The MDNR provided notice that the grant will be awarded in the amount of \$300,000. This resolution authorizes the Controller/Administrator to transfer the rest of the project amount of \$300,000 from the Michigan Department of Natural Resources and \$493,100 from the Trails and Parks Millage Fund Balance to be available in line item 228-62800-967000-TR084 for a total project cost of \$793,100.

STRATEGIC PLANNING IMPACT

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

OTHER CONSIDERATIONS

The Ingham County Parks Commission supported this resolution at their September 12, 2022 meeting.

RECOMMENDATION

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



Michigan Department of Natural Resources - Grants Management

Michigan Natural Resources Trust Fund Development Project Agreement

This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.

This Agreement is between **Ingham County** in the county of **Ingham County**, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended and under Article IX, Section 35 of the Michigan Constitution. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In Public Act **151 of 2022**, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE.

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

Project Title: Hawk Island Park Boardwalk and Fishing Pier Project #: TF21-0118

Grant Amount: \$300,000.00 38% PROJECT TOTAL: \$793,100.00

Match Amount: \$493,100.00 62%

Start Date: Date of Execution by DEPARTMENT End Date: 07/31/2024

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by 09/18/2022 or the Agreement may be cancelled by the DEPARTMENT. **This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.** The Agreement is considered executed when signed by the DEPARTMENT.

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

GRANTEE

SIGNED _____

By [Print Name]: _____

Title: _____

Organization: _____

DUNS Number

CV0048161 _____

SIGMA Vendor Number _____ SIGMA Address ID

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED _____

By: _____

Grants Section Manager

Date of Execution by DEPARTMENT

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

GRANTEE CONTACT

Name/Title

Organization

Address

Address

Telephone Number

E-mail Address

DEPARTMENT CONTACT

MNRTF Grant Program Manager

Name/Title

Grants Management/DNR Finance & Operations

Organization

525 W. Allegan Street, Lansing, MI 48933

Address

P.O. Box 30425, Lansing, MI 48909

Address

517-284-7268

Telephone Number

DNR-Grants@michigan.gov

E-mail Address

2. The legal description of the project area, boundary map of the project area, and the development grant application bearing the number **TF21-0118** uploaded to MiGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. The time period allowed for project completion is from **07/20/2022** through **07/31/2024**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
4. The words "project area" shall mean the land and area described in the uploaded legal description and shown on the uploaded boundary map.
5. The words "project facilities" shall mean the following individual components, as further described in the application.
 - Boardwalk
 - Fishing Pier or Dock
 - Landscaping
 - Recycle Bin(s)
 - Signage
 - Trail 8' wide or more
6. The DEPARTMENT will:
 - a. grant to the GRANTEE a sum of money equal to **Thirty-Eight percent (38%)** of **Seven Hundred and Ninety-Three Thousand One Hundred dollars (\$793,100.00)**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Three Hundred Thousand dollars (\$300,000.00)**.

- b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
 - i. Payments will be made on a reimbursement basis at **Thirty-Eight percent (38%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
 - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiGrants website, including but not limited to copies of invoices, cancelled checks, EFTs, list of volunteer and/or force account time and attendance records.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
 - iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE will:

- a. immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Four Hundred and Ninety-Three Thousand One Hundred dollars (\$493,100.00)** in local match. This sum represents **Sixty-Two percent (62%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. with the exception of engineering costs as provided for in Section 8, incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications and bid documents.
- c. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. **Within 180 days** following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
 - vii. Bury all new utilities within the project area.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the

- use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
- e. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant-assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
 - f. adopt such ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - g. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
 - h. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - i. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable, and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - j. erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color and design of this sign shall be in accordance with DEPARTMENT specifications.
 - k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2022** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
9. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
- a. Submit a progress report every 180 days during the project period.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
 - c. Submit a complete request for final reimbursement **within 90 days of project completion and no later than 10/31/2024**. If the GRANTEE fails to submit a complete final request for reimbursement by **10/31/2024**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.
11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.

12. The project area and all facilities provided thereon, as well as the land and water access ways to them, shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title shall not be subject to: 1) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
 - a. Received an exemption from the DEPARTMENT before the execution of this Agreement, and
 - b. Received prior approval from the DEPARTMENT of a lease and/or easement for any portion of the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated _____, and
 - c. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
 - d. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
 - a. The GRANTEE agrees that lands in the project area are being acquired with MNRTF assistance and shall be maintained in public outdoor recreation use in perpetuity. No portion of the project area shall be converted to other than public outdoor recreation use without the approval of the DEPARTMENT. The DEPARTMENT shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by GRANTEE of other outdoor recreation properties of equal or greater market value and of reasonably equivalent usefulness and location. Such substituted land shall become part of the project area and will be subject to all the provisions of this Agreement.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
 - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater market value, and of equal or greater usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater market value and of equal or greater usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:
 - a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and

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

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

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

SAMPLE RESOLUTION
(Development)

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

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

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

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)

) ss

COUNTY OF _____)

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

Signature

Title

Date

6(f)3 Boundary Map

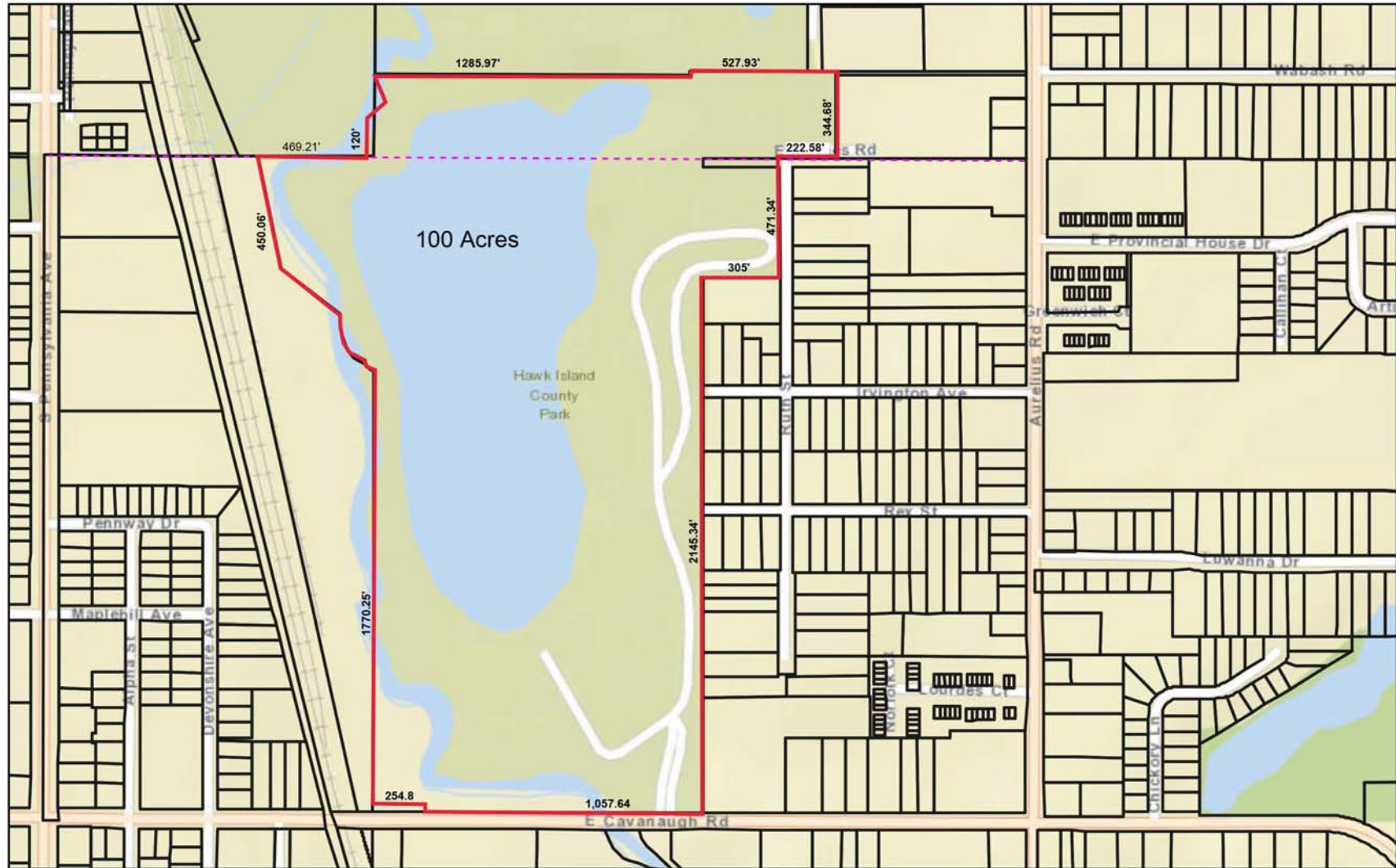
Hawk Island Park

Ingham County, MI

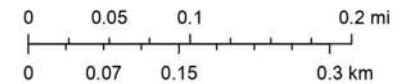
26-01823

Latitude/Longitude at park entrance

42.726334 -84.543474



1:9,028



Signature

Date

8/3/21

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

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

----- Section Line

Site Development Plan Hawk Island Park, Lansing MI

PHASE 1 - TRUST FUND

PHASE 2 - LWCF



Exist. Snow
Tubing Hill

Exist.
Restrooms

Exist.
Accessible
Parking
Exist.
Pavilion

Exist.
Pavilion

Exist.
Playground

Exist. Beach
and Kayak
Rentals

Future Phase

Legend

Proposed Grant Items:

1. Remove 1,810' of boardwalk
2. 450' of 10' wide accessible boardwalk (25% 32" high railings)
3. Remove 475' path, replace 550' of 10' accessible path
4. 350' of 10' wide accessible boardwalk (25% 32" high railings)
5. Remove stairway
6. 510' of 10' accessible path
7. Native plant restoration

Future Phases:

8. Remove Stair
9. Remove 280' boardwalk
10. Remove and replace 215' of 10' accessible path



Park / Project Boundary

20c0278
January, 2021



1000 ft



Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF THE PROJECT AGREEMENT
FOR A MICHIGAN NATURAL RESOURCES TRUST FUND GRANT #TF21-0118**

WHEREAS, the Michigan Department of Natural Resources has approved the grant request in the total amount of \$300,000 for the grant application titled Hawk Island Park Improvements #TF21-0118 to the Michigan Natural Resources Trust Fund for accessibility improvements throughout the park for people of all abilities at Hawk Island Park; and

WHEREAS, these improvements will include a removal of existing boardwalk along the northeast side of the pond, new floating docks with fishing extensions and boardwalk approaches, new 10-foot wide path, and amenities; and

WHEREAS, a financial commitment of \$493,100 will come from the Trails and Parks Millage Fund Balance.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners, Ingham County, Michigan, does hereby accept the terms of the agreement for Grant #TF21-0118 for accessibility improvements at Hawk Island Park as received from the Michigan Department of Natural Resources (Department), and that the Ingham County Board of Commissioners does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide four hundred ninety-three thousand one hundred (\$493,100) dollars to match the grant authorized by the Department.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the Department for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this resolution.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary budget adjustments to make available the project amount of \$300,000 from the Michigan Department of Natural Resources in line item 228-62800-967000-TR084 and transfer \$493,100 from the Trails and Parks Millage fund balance to line item 228-62800-967000-TR084 for a total project cost of \$793,100.

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: Human Services & Finance Committees

FROM: Tim Morgan, Parks Director

DATE: September 6, 2022

SUBJECT: Lake Lansing North Boardwalk/Trail Grant #TF21-0057

For the meeting agenda of September 19, 2022 Human Services and September 21, 2022 Finance

BACKGROUND

Resolution #21-168 authorized the submission of a Michigan Natural Resources Trust Fund Grant for accessibility improvements at Lake Lansing North. The Michigan Natural Resources Trust Fund recommended this project for funding. This resolution authorizes the acceptance of the project agreement for the Michigan Natural Resources Trust Fund grant as Ingham County Parks successfully received this \$300,000 grant from the Michigan Department of Natural Resources (MDNR).

Attached is the Project Agreement, a boundary map of the project area, and a legal description. The project will include the following improvements: removal/replacement of existing boardwalk; improvement of the path for Americans with Disabilities Act (ADA) accessibility with crushed stone surface, new entrance gate, sign, and amenities.

ALTERNATIVES

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

FINANCIAL IMPACT

The MDNR provided notice that the grant will be awarded in the amount of \$300,000. This resolution authorizes the Controller/Administrator to transfer the rest of the project amount of \$300,000 from the Michigan Department of Natural Resources and \$281,500 from the Trails and Parks Millage Fund Balance to be available in line item 228-62800-967000-TR087 for a total project cost of \$581,500.

Resolution #20-562 authorized \$289,000 for this project in line item 228-62800-967000-TR087.

Other funds, not grant eligible, will be required to complete the project including a topographical survey in the amount of \$7,500 (the total topographical amount is \$15,000, the other half of the amount will be included in the land and water conservation fund request resolution). The topographical survey will be required to properly design the project with proper grading and layout of the proposed improvements.

STRATEGIC PLANNING IMPACT

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

OTHER CONSIDERATIONS

The Ingham County Parks Commission supported this resolution at their September 12, 2022 meeting.

RECOMMENDATION

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



Michigan Department of Natural Resources - Grants Management

Michigan Natural Resources Trust Fund Development Project Agreement

This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.

This Agreement is between **Ingham County** in the county of **Ingham County**, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended and under Article IX, Section 35 of the Michigan Constitution. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In Public Act **151 of 2022**, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE.

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

Project Title: Lake Lansing Park North Boardwalk/Trail Project #: TF21-0057

Grant Amount: \$300,000.00 52% PROJECT TOTAL: \$581,500.00

Match Amount: \$281,500.00 48%

Start Date: Date of Execution by DEPARTMENT End Date: 07/31/2024

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by 09/18/2022 or the Agreement may be cancelled by the DEPARTMENT. **This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.** The Agreement is considered executed when signed by the DEPARTMENT.

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

GRANTEE

SIGNED _____

By [Print Name]: _____

Title: _____

Organization: _____

DUNS Number

CV0048161 _____

SIGMA Vendor Number _____ SIGMA Address ID

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED _____

By: _____

Grants Section Manager

Date of Execution by DEPARTMENT

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

GRANTEE CONTACT

Name/Title

Organization

Address

Address

Telephone Number

E-mail Address

DEPARTMENT CONTACT

MNRTF Grant Program Manager

Name/Title

Grants Management/DNR Finance & Operations

Organization

525 W. Allegan Street, Lansing, MI 48933

Address

P.O. Box 30425, Lansing, MI 48909

Address

517-284-7268

Telephone Number

DNR-Grants@michigan.gov

E-mail Address

2. The legal description of the project area, boundary map of the project area, and the development grant application bearing the number **TF21-0057** uploaded to MiGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. The time period allowed for project completion is from **07/20/2022** through **07/31/2024**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
4. The words "project area" shall mean the land and area described in the uploaded legal description and shown on the uploaded boundary map.
5. The words "project facilities" shall mean the following individual components, as further described in the application.
 - Bench(es)
 - Boardwalk
 - Entry Gate
 - Rain Garden with Native Plants
 - Signage
 - Trail 8' wide or more
6. The DEPARTMENT will:
 - a. grant to the GRANTEE a sum of money equal to **Fifty-Two percent (52%) of Five Hundred and Eighty-One Thousand Five Hundred dollars (\$581,500.00)**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Three Hundred Thousand dollars (\$300,000.00)**.

- b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
 - i. Payments will be made on a reimbursement basis at **Fifty-Two percent (52%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
 - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiGrants website, including but not limited to copies of invoices, cancelled checks, EFTs, list of volunteer and/or force account time and attendance records.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
 - iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE will:

- a. immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Two Hundred and Eighty-One Thousand Five Hundred dollars (\$281,500.00)** in local match. This sum represents **Forty-Eight percent (48%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. with the exception of engineering costs as provided for in Section 8, incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications and bid documents.
- c. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. **Within 180 days** following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
 - vii. Bury all new utilities within the project area.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the

- use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
- e. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant-assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
 - f. adopt such ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - g. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
 - h. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - i. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable, and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - j. erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color and design of this sign shall be in accordance with DEPARTMENT specifications.
 - k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2022** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
9. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
- a. Submit a progress report every 180 days during the project period.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
 - c. Submit a complete request for final reimbursement **within 90 days of project completion and no later than 10/31/2024**. If the GRANTEE fails to submit a complete final request for reimbursement by **10/31/2024**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.
11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.

12. The project area and all facilities provided thereon, as well as the land and water access ways to them, shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title shall not be subject to: 1) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
 - a. Received an exemption from the DEPARTMENT before the execution of this Agreement, and
 - b. Received prior approval from the DEPARTMENT of a lease and/or easement for any portion of the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated _____, and
 - c. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
 - d. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
 - a. The GRANTEE agrees that lands in the project area are being acquired with MNRTF assistance and shall be maintained in public outdoor recreation use in perpetuity. No portion of the project area shall be converted to other than public outdoor recreation use without the approval of the DEPARTMENT. The DEPARTMENT shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by GRANTEE of other outdoor recreation properties of equal or greater market value and of reasonably equivalent usefulness and location. Such substituted land shall become part of the project area and will be subject to all the provisions of this Agreement.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
 - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater market value, and of equal or greater usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater market value and of equal or greater usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:
 - a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and

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

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

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

SAMPLE RESOLUTION
(Development)

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

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

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

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)

) ss

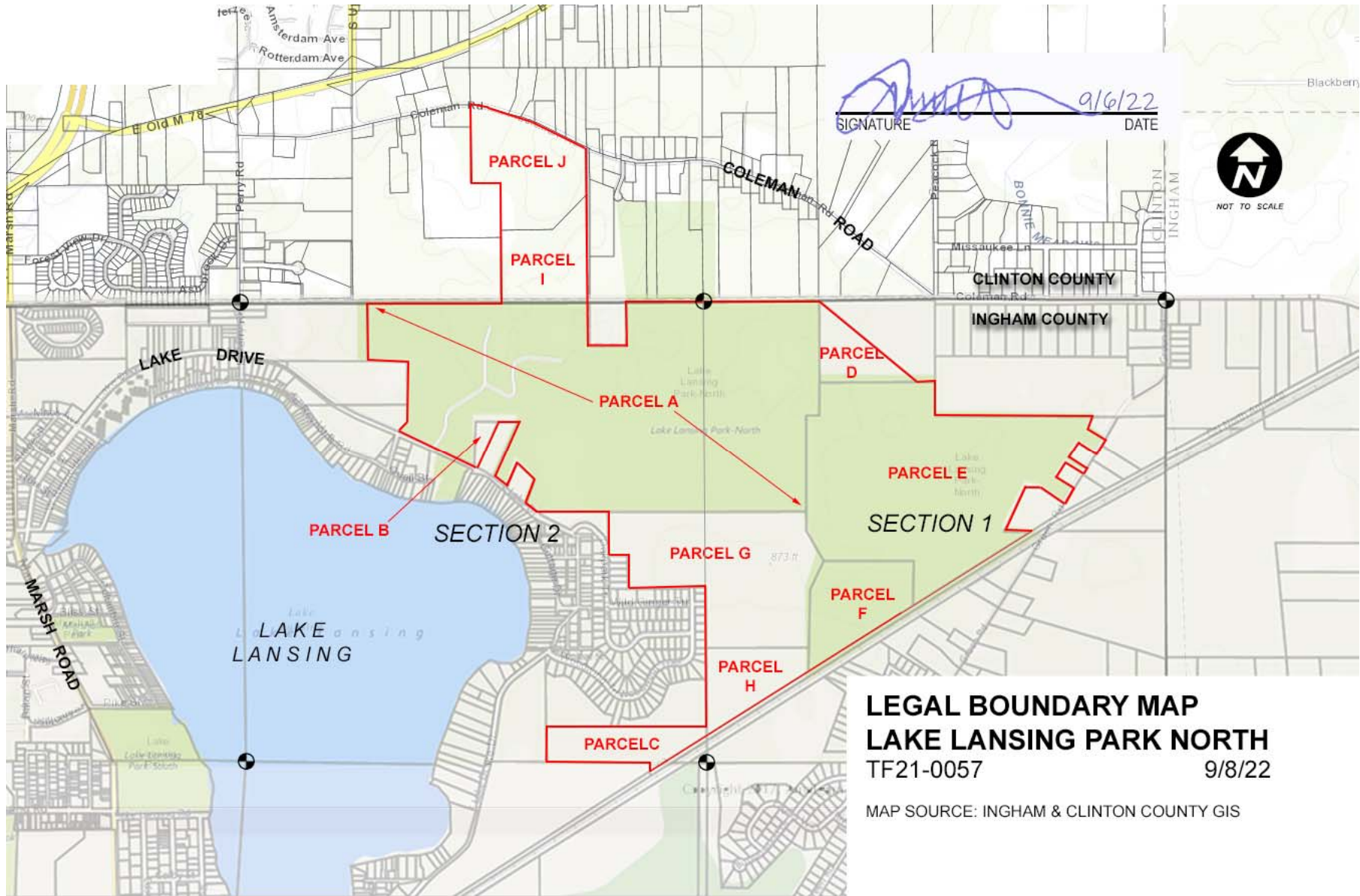
COUNTY OF _____)

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

Signature

Title

Date



LEGAL BOUNDARY MAP
LAKE LANSING PARK NORTH
TF21-0057 9/8/22

MAP SOURCE: INGHAM & CLINTON COUNTY GIS

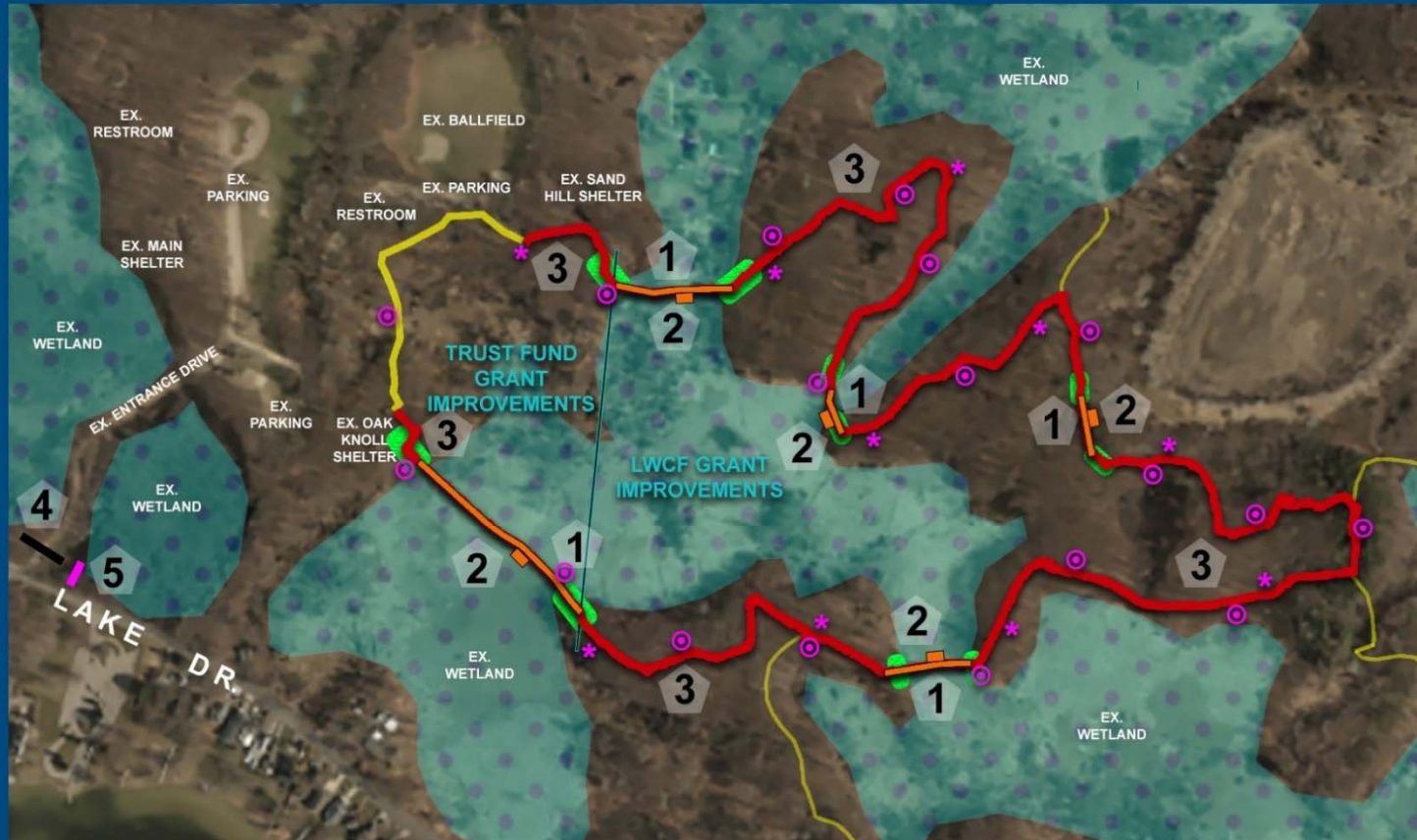
PROPOSED IMPROVEMENTS:

1. PROPOSED BOARDWALK
 - REPLACE EXISTING BOARDWALK WITH 8' WIDE BOARDWALK ON HELICAL PIERS.
2. PROPOSED BENCH & INTERPRETIVE SIGN
 - ON BOARDWALK BUMP OUT.
3. PROPOSED CRUSHED STONE PATH
 - ADA ACCESSIBLE, 8' WIDE.
4. PROPOSED ELECTRIC ENTRANCE GATE.
5. PROPOSED ENTRANCE SIGN.
6. LANDSCAPING WITH NATIVE PLANTINGS.
7. PROPOSED FITNESS STATION. *
8. MILE MARKERS ○

LAKE LANSING PARK NORTH BOARDWALK / TRAIL IMPROVEMENTS



Ingham County Parks
<http://pk.ingham.org>



- EX. PAVED PATH
- EX. NATURE PATH
- PROPOSED CRUSHED STONE PATH
- PROPOSED BOARDWALK REPLACEMENT



DATE: 2/5/2021
JOB # 129747SG2020

Spicer
group
www.spicergroup.com

Parcels of land in Sections 1 and 2, T4N – R1W, Meridian Township, Ingham County, Michigan more particular described as follows:

Parcel A:

Beginning at the North ¼ corner of Section 2, thence N89°14'10"W, 1220 feet, thence S0°35'05"W 658.37 feet, thence East to point 663.23 feet South and 1888.90 feet East of the Northwest corner of Section 2, also being 770 feet more or less West of North-South ¼ line of Section 2, thence South 700.92 feet, thence S38°08'00"W to the North right-of-way line of Lake Drive, thence Southerly along said right-of-way to the North-South ¼ line of Section 2, thence North along the North-South ¼ line to the W 1/8 corner of the Northeast ¼ of Section 2, thence S88°56'00"E along the North 1/8 line of the Northeast ¼ 485 feet, thence S23°55'00"W 699.08 feet to the Northerly line of Quail Street, thence S46°37'00"E along the North line of Quail Street 196 feet, thence N21°23'00"E 300 feet, thence S46°37'00"E 290 feet, thence S20°00'45"W to the centerline of Lake Drive, along said centerline on a curve left 174.44 feet having a radius of 1432.5 feet chord bearing N50°45'10"W 174.34 feet, thence S89°25'51"E 637.52 feet, thence S89°47'06"E 1317.49 feet to the East line of Section 2, thence S 89°04'33"E 1170.52 feet, thence N01°05'25"E 1105.29 feet, thence S89°18'25"E to the center of the Northwest ¼ of Section 1, thence North along the 1/8 line to the North 1/8 corner of the Northwest ¼ of Section 1, thence West to the Northeast corner of Section 2, thence N88°57'29"W along the North line of Section 2 896.98 feet, thence S01°5'12"W 510 feet, thence N88°57'29"W 427 feet, thence N01°5'12"E 510 feet to the North line of Section 2, thence West along the North Section line to the North ¼ corner of Section 2 and the point of beginning on the Northwest ¼ of Section 1 and North ½ of Section 1. 236 acres, more or less.

Tax Parcel Number: 33-02-02-02-226-007 (except land lying Southerly of Lake Drive, aka Lake Lansing Boat Launch property)

and,

Parcel B:

Commencing at the West 1/8 post of the Northeast ¼ of Section 2 and running S88°56'00"E along the North 1/8 line of said section 254.4 feet, thence S23°49'00"W 639.8 feet to the Northerly line of Lake Drive, thence Westerly along the North line of Lake Drive to the West ¼ line of the Northeast ¼ of Section 2, thence North along said ¼ line to the point of beginning. 1.8 acres more or less.

Tax Parcel Number: 33-02-02-02-251-001

and,

Parcel C:

That part of the East 60 acres of the South ½ of the Southeast fractional ¼ of Section 2 lying North of the GTRR right-of-way, except the Consumers Power right-of-way, also except commencing at the Southeast corner of Section 2, thence N01°08'22"E on the East section line 451.08 feet to the point of beginning, thence S89°50'53"W 1832.39 feet to the Southwest corner of outlot "D" Trails South at Lake Lansing Subdivision, thence N00°40'18"E along East line of said subdivision 817.19 feet to southerly right-of-way line of Lake Drive, thence N53°46'45"E along right-of-way 89.42 feet to Southerly line of Sunset Cove Subdivision, thence N89°58'29"E 483.43 feet, thence N89°47'57"E 1284.55 feet, more or less, to the East line of Section 2, thence S01°08'22"W on the East section line 870 feet to the point of beginning. 18.4 acres more or less.

Tax Parcel Number: 33-02-02-02-476-007

and,

TF21-0057, Legal Description, Page 1 of 3

Lake Lansing North Park Improvements

Ingham County

Source: Ingham County & Clinton County GIS

Q:\Proj\2020\126747\SG2020 - Ingham Only Parks & Trails Consult 2020\16_Grants\2021\LN\GrantAdmin\LegalDescription.docx

Spicer Group, Inc
230 South Washington Avenue
Saginaw, MI 48607
(989) 754-4717

Parcel D:

Commencing at the North ¼ corner of Section 1, thence South on the North-South ¼ line 933.58 feet, thence West 200 feet, thence parallel to and 396 feet North of the North 1/8 line of Section 1 to the point of beginning, continuing West to the West line of the Northeast ¼ of Section 1, thence North to the North 1/8 corner of the Northwest ¼ of Section 1, thence Southeasterly to the point of beginning. 12 acres, more or less.
Tax Parcel Number: 33-02-02-01-100-011

and,

Parcel E:

Commencing at the Northeast corner of Section 1, thence S01°07'51"W along the East section line 1322.06 feet to the East 1/8 corner of the Northeast ¼ of Section 1, thence N88°54'47"W along the Northerly 1/8 line 808.24 feet to the point of beginning, thence S31°35'15"W 159.52 feet, thence S58°24'45"E 230 feet to the centerline of Green Road, thence S31°15'00"W on the centerline 207.53 feet, thence N57°26'42"W 242 Feet, thence S33°03'18"W 200 feet, thence S57°27'04"E 240.14 feet to the centerline, thence S33°35'17"W on the centerline 70 feet, thence N56°56'42"W 239.49 feet, thence S33°03'18"W 203.50 feet, thence S56°56'50"E 237.60 feet to the centerline of Green Road, thence S33°35'18"W on the centerline 205.78 feet, thence N56°20'28"W 326.50 feet, thence N75°48'58"W 175 feet, thence S25°54'32"W 591.52 feet to the East-West ¼ line of Section 1, thence S89°04'33"E along said ¼ line 299.90 feet to the Northerly right-of-way line of the Consumers Power Company right-of-way, thence along a curve to the left Southwesterly 18.36 feet on the right-of-way having a 9689.2 feet radius and along a chord of 18.36 feet bearing S59°07'38"W, thence S59°03'54"W on the right-of-way 1606.67 feet, thence N01°11'04"E 527.35 feet, thence N89°04'33"W 1035 feet, thence N23°16'11"W 362.36 feet to a point on the East-West ¼ line of Section 1, said point being S89°04'33"E 1169.97 feet from the West ¼ corner of Section 1, thence N01°05'25"E parallel with the West 1/8 line of Section 1 1325.29 feet to the North 1/8 line of Section 1, thence S89°14'32"E on the 1/8 line 150 feet to the interior 1/8 corner of the Northwest ¼, thence N01°05'25"E on the on West 1/8 line 396 feet, thence S89°14'31"E 1324.19 feet to the North-South ¼ line, thence S01°13'46"W on the ¼ line 396 feet, thence S88°54'47"E on the North 1/8 line 1835.40 feet to the point of beginning. 121.83 acres, more or less.
Tax Parcel Number: 33-02-02-01-100-010

and,

Parcel F:

Commencing at the Southwest corner of Section 1, thence N01°08'21"E along the West section line 317.75 feet to the right-of-way line of the NYC Railroad, thence N59°03'54"E on the right-of-way 1379.24 feet to the point of beginning, thence N01°11'4"E 935.39 feet, thence N25°33'10"E 363 54 feet, thence S89°04'33"E 1035 feet, thence S01°11'04"W 527.35 feet to the North right-of-way line of the NYC Railroad, thence S59°03'54"W on the right-of-way 1399.41 feet to the point of beginning, subject to the Consumers Power Company right-of-way. 23.82 acres more or less.
Tax Parcel Number: 33-02-02-01-375-001

and,

TF21-0057, Legal Description, Page 2 of 3

Lake Lansing North Park Improvements

Ingham County

Source: Ingham County & Clinton County GIS

Q:\Proj\2020\126747\SG2020 - Ingham Cnty Parks & Trails Consult 2020\16_Grants\2021\LN\GrantAdmin\LegalDescription.docx

Spicer Group, Inc
230 South Washington Avenue
Saginaw, MI 48607
(989) 754-4717

Parcel G:

A part of Sections 1 and 2 of T4N, R1W, described as beginning at the most Northeasterly corner of Plat of Trails at Lake Lansing No. 3, said plat also being the Northeast corner of Port Commons in said plan, thence S89°47'06"E 1126.05 feet to the East line of Section 2, thence S89°04'33"E 1170.52 feet, thence South 220 feet, more or less, to the East-West ¼ line of Section 1, thence Southeasterly 362.49 feet to a point on the East line of the West ½ of the Southwest ¼ of Section 1, point being 330 feet South of the Northeast corner of the West ½ of the Southwest ¼ of Section 1, thence Southwesterly 362.49 feet to a point 660 feet South and 150 feet West of the Northeast corner of the West ½ of the Southwest ¼, thence South to the South 1/8 line of Section 1, thence West to the West line of Section 1, thence N01°08'22"E on the East line of Section 2 to the Northeast corner of Lot 84 Trails at Lake Lansing No. 3, thence N89°47'06"W 188.11 feet, thence S01°08'22"W 9.60 feet, thence N89°47'06"W 703.03 feet, thence N00°14'21"W 380 feet, thence N89°47'06"W 215 feet, thence N00°14'21"W 478 feet to the point of beginning. 57.6 acres more or less.

Tax Parcel Number: 33-02-02-01-326-003

and,

Parcel H:

That part of the Southwest ¼ of the Southwest ¼ lying North of the GTW Railroad except Consumers Power Company right-of-way and except the East 150 feet thereof Section 1. 15.25 acres more or less.

Tax Parcel Number: 33-02-02-01-351-003

and also, parcels of land in Section 35, T5N, R1W, Bath Charter Township, Clinton County Michigan more particular described as follows:

Parcel I:

Commencing at the Southeast corner of the West ½ of the Southeast ¼ of Section 35, T5N, R1W, thence North 1200 feet, more or less, thence S45°00'00"W 640 feet, thence West 600 feet, thence South 790 feet, more or less, thence East 1000 feet to the point of beginning. 20.02 acres more or less.

Tax Parcel Number: 010-035-400-020-00

and,

Parcel J:

That part of the West ½ of the Southeast ¼, South of the Coleman Road right-of-way, except the West ½ of the Southwest ¼ of the Southeast ¼ of Section 35 T5N, R1W, and except commencing at the Southeast corner, thence North 1200 feet, thence S45°00'00"W 640 feet, more or less, thence West 600 feet, more or less, thence South 790 feet, more or less, thence East 1000 feet, more or less, to the point of beginning. 34.36 acres more or less.

Tax Parcel Number: 010-035-400-020-01

TF21-0057, Legal Description, Page 3 of 3

Lake Lansing North Park Improvements

Ingham County

Source: Ingham County & Clinton County GIS

Q:\Proj\2020\126747\SG\2020 - Ingham Cnty Parks & Trails Consult 2020\16_Grants\2021\LN\GrantAdmin\LegalDescription.docx

Spicer Group, Inc
230 South Washington Avenue
Saginaw, MI 48607
(989) 754-4717

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF THE PROJECT AGREEMENT
FOR A MICHIGAN NATURAL RESOURCES TRUST FUND GRANT #TF21-0057**

WHEREAS, the Michigan Department of Natural Resources has approved the grant request in the total amount of \$300,000 for the grant application titled Lake Lansing North Improvements #TF21-0057 to the Michigan Natural Resources Trust Fund for accessibility improvements throughout the park for people of all abilities at Lake Lansing North; and

WHEREAS, these improvements will include a removal/replacement of existing boardwalk, improvement of the path for Americans with Disabilities Act (ADA) accessibility with crushed stone surface, new entrance gate and sign, and amenities; and

WHEREAS, a financial commitment of \$289,000 will come from the Trails and Parks Millage Fund Balance, of which \$281,500 is required by the Project's Grant Agreement and an additional \$7,500 for the topographic survey.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners, Ingham County, Michigan, does hereby accept the terms of the agreement for Grant #TF21-0057 for accessibility improvements at Lake Lansing North as received from the Michigan Department of Natural Resources (Department), and that the Ingham County Board of Commissioners does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide two hundred eighty-nine thousand (\$289,000) dollars to match the grant authorized by the Department, (of which \$281,500 is required by the Project's Grant Agreement and authorizes an additional \$7,500 for the topographic survey totaling \$289,000).
2. To maintain satisfactory financial accounts, documents, and records to make them available to the Department for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this resolution.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary budget adjustments to make available the project amount of \$300,000 from the Michigan Department of Natural Resources in line item 228-62800-967000-TR087.

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

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

TO: Human Services and Finance Committees

FROM: Tim Morgan, Parks Director

DATE: September 6, 2022

SUBJECT: Amendment to the contract with Laux Construction, LLC for Lake Lansing Boat Launch Fencing

For the meeting agenda of September 19, 2022 Human Services and September 21, 2022 Finance Committee

BACKGROUND

The Purchasing Department solicited proposals from experienced vendors for the purpose of entering into a contract for making improvements to the Lake Lansing Boat Launch. This general scope of work consists of removing and replacing a concrete boat ramp, automatic gate, fencing, and repairs.

The Board of Commissioners approved Resolution #22-145 authorizing a contract with Laux Construction, LLC for the improvements at Lake Lansing Boat Launch.

As part of this project, in an effort to be good neighbors, the Ingham County Parks is requesting the upgrade from the originally quoted 1,064 linear feet of black chain link fencing to black aluminum fencing and two gates along neighboring properties which then will match the fencing along the front of the boat launch site.

ALTERNATIVES

To keep the contract as originally approved.

FINANCIAL IMPACT

Requesting an amendment of an additional \$19,099.71 from the Ingham County 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(g) of the Action Plan - Work to improve accessibility for visitors of all ages and abilities.

OTHER CONSIDERATIONS

The Ingham County Park Commission supported this resolution at their September 12, 2022 meeting.

RECOMMENDATION

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

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE CONTRACT WITH
LAUX CONSTRUCTION, LLC
FOR LAKE LANSING BOAT LAUNCH FENCING**

WHEREAS, Resolution #22-145 authorized a contract with Laux Construction, LLC in the amount of \$324,257.15 including a substitution for an emergency gate in the amount of \$2,200 for a total construction cost not to exceed \$326,457.15; and

WHEREAS, the Ingham County Parks, as part of the Lake Lansing Boat Launch improvement project, is requesting additional funding to upgrade fencing along neighboring properties.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes an additional \$19,099.71 from the Ingham County Trails and Parks Millage fund balance to complete the project.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to transfer \$19,099.71 from the Ingham County Trails and Parks Millage fund balance into line item 228-62800-967000-TR086.

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: Human Services Committee
FROM: Tim Morgan, Parks Director
DATE: September 6, 2022
SUBJECT: Michigan State University Extension and Ingham County Parks Department Memorandum of Understanding
For the meeting agenda of September 19, 2022 Human Services

BACKGROUND

The purpose of the Memorandum of Understanding (MOU) is to collaborate with Michigan State University Extension for the annual Earl-Hesse Fishing event to provide fun, educational opportunities that empower young people with skills to lead for a lifetime and become the foundation for future success. Ingham County Park staff worked with county legal on the development of this Memorandum of Understanding (MOU). County legal approved the final language as attached.

ALTERNATIVES

Without the Memorandum of Understanding, Ingham County Parks would not have the relationship and assistance of Michigan State University Extension to provide the best educational experience for young individuals learning to fish.

FINANCIAL IMPACT

There are no financial impacts.

STRATEGIC PLANNING IMPACT

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

OTHER CONSIDERATIONS

Ingham County Parks and Michigan State University Extension have agreed to the attached Memorandum of Understanding. The Parks & Recreation Commission supported this resolution with the passage of a motion at their September 12, 2022 meeting.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the resolution authorizing a Memorandum of Understanding with Michigan State University Extension.

Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A MEMORANDUM OF UNDERSTANDING WITH MICHIGAN STATE UNIVERSITY EXTENSION FOR THE HESSE-EARL YOUTH FISHING PROGRAM

WHEREAS, the Hesse-Earl Youth Fishing Program is an annual event in Ingham County Parks that empowers young people with skills to lead for a lifetime and become the foundation for future success; and

WHEREAS, a Memorandum of Understanding is necessary to define the relationship with, and gain the assistance of Michigan State University Extension to provide the best educational experience for young individuals learning to fish; and

WHEREAS, Michigan State University Extension and Ingham County Parks are agreeable to the arrangement reflected in the attached Memorandum of Understanding between the parties.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes the attached Memorandum of Understanding with Michigan State University Extension.

BE IT FURTHER RESOLVED, that the term of the Memorandum of Understanding shall be for one (1) year from execution of the agreement.

BE IT FURTHER RESOLVED, that this contract will continue on a year-to-year basis unless either party provides written notice to the other that it intends to terminate the contract.

BE IT FURTHER RESOLVED, that Michigan State University Extension or Ingham County Parks Department may terminate this agreement, with or without cause, with 120 days written notice.

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.

Memorandum of Understanding
between
Michigan State University Extension
and
Ingham County Parks Department

Michigan State University (MSU), through its Extension programs and in collaboration with Ingham County Parks Department, is committed to providing fun, educational opportunities that empower young people with skills to lead for a lifetime and become the foundation for future success.

To maximize the impact of both organizations' efforts to support youth development, Ingham County Parks Department and MSU have committed to sharing resources in the following ways:

Michigan State University Extension will:

1. Serve the Chairperson role for the Hesse-Earl Youth Fishing Program
 - I. Set up necessary meetings and prepare minutes
 - II. Coordination among partners
2. Be responsible for Fundraising and Budgeting
3. Recruit and manage volunteers including assignment of duties
4. Prepare and sign letters and certificates to youth participants
5. Prepare and send Thank You Communications to Donors and Volunteers
6. Purchase equipment and materials for tackle boxes
7. Oversee the loading of Tackle Boxes and assembly of Rods and Reels
8. Be leader for Set-up of Learning Stations for workshops
9. Coordinate with other Partners for Sea Lamprey education at workshops and schools
10. Provide macroinvertebrates for educational display
11. Coordinate with other partners for arrangement of venues outside Ingham County Parks jurisdiction
12. Pay postage for mailings to kids
13. Organize photography at workshops and sorting of posed and candid pictures of participants
14. Coordinate liability insurance with partners at venues not in Ingham County Parks jurisdiction
15. Comply with Ingham County Parks Department Special Events Policy, except provision

Ingham County Parks Department will:

1. Provide and prepare venues that are within their jurisdiction
2. Handle registration and correspondence with participants
3. Provide clerical support including nametags, check-in sheets, printing of materials for follow-up mailings to participants/families
4. Provide facilities to store equipment. Ingham County is not responsible for damage/loss of equipment.
5. Assist with set-up for workshops
6. Coordinate with local high school volunteers to help
7. Provide Special Event application to MSU

I. Term and Termination

The term of this contract will be for the one (1) year from execution of the agreement. This contract will continue on a year-to-year basis unless either party provides written notice to the other that it intends to terminate the contract. Either MSU Extension or Ingham County Parks Department may terminate this agreement, with or without cause, with 120 days written notice.

II. General Terms

1. Independent Contractor. The University is an independent contractor providing services to Ingham County Parks Department. Ingham County Parks Department and the University do not have the relationship of legal partners, joint ventures, principals, or agents. MSU Extension Personnel have no right to any of Ingham County Parks Department's employee benefits.
2. Force Majeure. Each party will be excused from the obligations of this agreement to the extent that its performance is delayed or prevented by circumstances (except financial) reasonably beyond its control, including but not limited to, acts of government, embargoes, fire, flood, explosions, acts of God, or a public enemy, strikes, labor disputes, vandalism, or civil riots.
3. Assignment. This agreement is non-assignable and non-transferable.
4. Entire Agreement. The agreement expands upon and is incorporated into the Special Events Permit Application to be submitted annually by MSU Extension to Ingham County Parks Department. This agreement can only be modified in writing signed by both MSU Extension and Ingham County Parks Department.
5. No Third Party Beneficiaries. The agreement is solely for the benefit of MSU Extension and Ingham County Parks Department. It does not create any benefit or right for any other person.
6. Liability. Each party shall be responsible for its own liability insurance coverage. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the parties in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the parties in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity as provided by statute or court decisions.
7. Nondiscrimination. The parties will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. The University, as required by law, will not discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, disability, height, weight, marital status, or any other factor prohibited by applicable law.

MICHIGAN STATE UNIVERSITY

COUNTY OF INGHAM

By: _____

By: _____

Evonne Pedawi, Director
Contract & Grant
Administration

Bryan Crenshaw, Chairperson
County Board of
Commissioners

Date: 9 August 2022

Date: _____

TO: Human Services & Finance Committees
FROM: Tim Morgan, Parks Director
DATE: September 6, 2022
SUBJECT: Contract with Northern Michigan Spray Foam

For the meeting agenda of September 19, 2022 Human Services and September 21, 2022 Finance

BACKGROUND

The Parks Department operates a snow tubing park at Hawk Island County Park. Staff solicited proposals from qualified and experienced spray foam insulation contractors to enter into a contract for the purpose of supplying and installing spray insulation in a new snow tubing storage building presently being constructed.

ALTERNATIVES

Do not install insulation resulting in heat loss and increased utilities cost.

FINANCIAL IMPACT

Northern Michigan Spray Foam, was the lowest responsive bid in compliance with the Ingham County Purchasing Policy. 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 Northern Michigan Spray Foam for the base bid \$9,500. There are funds available in line item 228-75999-976000-20P11 for this project as detailed below:

Project	Beginning Allocation	Current Balance	Requested Amount	Remaining Balance
Spray insulation	\$114,580	\$48,476.63	\$9,500	\$38,976.63

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 September 12, 2022 meeting.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution authorizing Ingham County enter into a contract with Northern Michigan Spray Foam.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A CONTRACT WITH NORTHERN MICHIGAN SPRAY FOAM
FOR SUPPLYING AND INSTALLING SPRAY INSULATION AT HAWK ISLAND COUNTY PARK**

WHEREAS, the Ingham County Parks Department operates a snow tubing facility at Hawk Island County Park;
and

WHEREAS, Capital Improvement funds were previously allocated for a new snow tube storage building; and

WHEREAS, the Parks Department solicited proposals from qualified and experienced spray insulation contractors to enter into a contract for the purpose of supplying and installing spray insulation in the new snow tube storage building; and

WHEREAS, Northern Michigan Spray Foam was the lowest responsive bid in compliance with the Ingham County Purchasing Policies; and

WHEREAS, after careful review and evaluation of the proposals received, the Evaluation Committee recommends that a contract be awarded to Northern Michigan Spray Foam.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves entering into a contract with Northern Michigan Spray Foam for the base bid in the amount of \$9,500 for supplying and installing spray insulation at Hawk Island County Park.

BE IT FURTHER RESOLVED, that there are funds available in line item 228-75999-976000-20P11.

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: Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: August 5, 2022
SUBJECT: Authorization to Enter into an Agreement with Ascension Pharmacy for Participation in the 340B Drug Discount Program.

For the Meeting Agendas of September 19, 2022 and September 21, 2022

BACKGROUND

Ingham County Health Department's (ICHD) Community Health Centers (CHCs) wish to enter into an agreement with Ascension Pharmacy for its participation in the CHC's 340B Drug Discount Program, effective October 1, 2022 through September 30, 2023 with a one-year auto-renewal thereafter. The 340B initiative is a Federal program that requires pharmaceutical manufacturers to sell drugs to eligible providers at a discount for outpatient use. Public Law 102-585 – Veterans Health Care Act of 1992 codified as Section 340B of the Public Health Service Act, limits the amount that manufactures may charge covered entities. The 340B program offers opportunities to purchase discounted drugs for use during patient visits, for dispensing from a covered entity owned pharmacy, or for dispensing via contract arrangement with a retail pharmacy. ICHD's CHCs currently participate in the 340B program only for the purchase of drugs administered as part of a patient visit.

ALTERNATIVES

Not entering into this agreement would result in a loss of potential savings utilizing the 340B program through Ascension Pharmacy.

FINANCIAL IMPACT

There is no cost to participate in this agreement. This agreement will generate \$38,600 in annual savings, based on the volume of existing patients who presently receive prescription medications from Ascension Pharmacy.

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 an agreement with Ascension Pharmacy for its participation in the 340B Drug Discount Program, effective October 1, 2022 through September 30, 2023, with a one-year auto-renewal thereafter.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH ASCENSION PHARMACY FOR PARTICIPATION IN THE 340B DRUG DISCOUNT PROGRAM

WHEREAS, Ingham County Health Department's (ICHHD) Community Health Centers (CHCs) wish to enter into an agreement with Ascension Pharmacy for its participation in the CHC's 340B Drug Discount Program, effective October 1, 2022 through September 30, 2023 with a one-year auto-renewal thereafter; and

WHEREAS, the 340B initiative is a Federal program that requires pharmaceutical manufacturers to sell drugs to eligible providers at a discount for outpatient use; and

WHEREAS, Public Law 102-585 – Veterans Health Care Act of 1992 codified as Section 340B of the Public Health Service Act, limits the amount that manufacturers may charge covered entities; and

WHEREAS, the 340B program offers opportunities to purchase discounted drugs for use during patient visits, for dispensing from a covered entity owned pharmacy, or for dispensing via contract arrangement with a retail pharmacy; and

WHEREAS, the ICHHD's CHCs currently participate in the 340B program only for the purchase of drugs administered as part of a patient visit; and

WHEREAS, there is no cost to participate in this agreement and this agreement will generate \$38,600 in annual savings based on the volume of existing patients who presently receive prescription medications from Ascension Pharmacy; and

WHEREAS, the Ingham Community Health Center Board of Directors and the Health Officer recommend that the Ingham County Board of Commissioners authorize entering into an agreement with Ascension Pharmacy for its participation in the 340B Drug Discount Program, effective October 1, 2022 through September 30, 2023 with a one-year auto-renewal thereafter.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Ascension Pharmacy for its participation in the 340B Drug Discount Program, effective October 1, 2022 through September 30, 2023, after which, the agreement shall renew automatically for a period of one year, unless terminated by either party.

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

TO: Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: August 5, 2022
SUBJECT: Authorization To Enter into an Agreement with Atlas Meds Pharmacy Inc. for participation in the 340B drug discount program.

For the Meeting Agendas of September 19, 2022 and September 21, 2022

BACKGROUND

Ingham County Health Department's (ICHD) Community Health Centers (CHCs) wish to enter into an agreement with Atlas Meds Pharmacy Inc. for its participation in the CHC's 340B Drug Discount Program, effective October 1, 2022 through September 30, 2023 with a one-year auto-renewal thereafter. The 340B initiative is a Federal program that requires pharmaceutical manufacturers to sell drugs to eligible providers at a discount for outpatient use. Public Law 102-585 – Veterans Health Care Act of 1992 codified as Section 340B of the Public Health Service Act, limits the amount that manufactures may charge covered entities. The 340B program offers opportunities to purchase discounted drugs for use during patient visits, for dispensing from a covered entity owned pharmacy, or for dispensing via contract arrangement with a retail pharmacy. ICHD's CHCs currently participate in the 340B program only for the purchase of drugs administered as part of a patient visit.

ALTERNATIVES

Not entering into this agreement would result in a loss of potential savings utilizing the 340B program through Atlas Meds Pharmacy Inc.

FINANCIAL IMPACT

There is no cost to participate in this agreement. This agreement will generate \$70,000 in annual savings, based on the volume of existing patients who presently receive prescription medications from Atlas Meds Pharmacy Inc.

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 Atlas Meds Pharmacy Inc. for its participation in the 340B Drug Discount Program, effective October 1, 2022 through September 30, 2023, with a one-year auto-renewal thereafter.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH ATLAS MEDS PHARMACY INC. FOR PARTICIPATION IN THE 340B DRUG DISCOUNT PROGRAM

WHEREAS, Ingham County Health Department's (ICHHD) Community Health Centers (CHCs) wish to enter into an agreement with Atlas Meds Pharmacy Inc. for its participation in the CHC's 340B Drug Discount Program, effective October 1, 2022 through September 30, 2023 with a one-year auto-renewal thereafter; and

WHEREAS, the 340B initiative is a Federal program that requires pharmaceutical manufacturers to sell drugs to eligible providers at a discount for outpatient use; and

WHEREAS, Public Law 102-585 – Veterans Health Care Act of 1992 codified as Section 340B of the Public Health Service Act limits the amount that manufacturers may charge covered entities; and

WHEREAS, the 340B program offers opportunities to purchase discounted drugs for use during patient visits, for dispensing from a covered entity owned pharmacy, or for dispensing via contract arrangement with a retail pharmacy; and

WHEREAS, the ICHHD's CHCs currently participate in the 340B program only for the purchase of drugs administered as part of a patient visit; and

WHEREAS, there is no cost to participate in this agreement and this agreement will generate \$70,000 in annual savings, based on the volume of existing patients who presently receive prescription medications from Atlas Meds Pharmacy Inc.; and

WHEREAS, the Ingham Community Health Center Board of Directors and the Health Officer recommend that the Ingham County Board of Commissioners authorize entering into an agreement with Atlas Meds Pharmacy Inc. for its participation in the 340B Drug Discount Program, effective October 1, 2022 through September 30, 2023 with a one-year auto-renewal thereafter.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Atlas Meds Pharmacy for its participation in the 340B Drug Discount Program, effective October 1, 2022 through September 30, 2023, after which, the agreement shall renew automatically for a period of one year, unless terminated by either party.

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.

TO: Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: August 5, 2022
SUBJECT: Authorization to Enter into an Agreement with Central Pharmacy for participation in the 340B drug discount program.

For the Meeting Agendas of September 19, 2022 and September 21, 2022

BACKGROUND

Ingham County Health Department's (ICHD) Community Health Centers (CHCs) wish to enter into an agreement with Central Pharmacy for its participation in the CHC's 340B Drug Discount Program, effective October 1, 2022 through September 30, 2023 with a one-year auto-renewal thereafter. The 340B initiative is a Federal program that requires pharmaceutical manufacturers to sell drugs to eligible providers at a discount for outpatient use. Public Law 102-585 – Veterans Health Care Act of 1992 codified as Section 340B of the Public Health Service Act limits the amount that manufactures may charge covered entities. The 340B program offers opportunities to purchase discounted drugs for use during a patient visit, for dispensing from a covered entity owned pharmacy, or for dispensing via contract arrangement with a retail pharmacy. ICHD's CHCs currently participate in the 340B program only for the purchase of drugs administered as part of a patient visit.

ALTERNATIVES

Not entering into this agreement would result in a loss of potential savings utilizing the 340B program through Central Pharmacy.

FINANCIAL IMPACT

There is no cost to participate in this agreement. This agreement will generate \$179,000 in annual savings, based on the volume of existing patients who presently receive prescription medications from Central Pharmacy.

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 Central Pharmacy for its participation in the CHC's 340B Drug Discount Program, effective October 1, 2022 through September 30, 2023 with a one-year auto-renewal thereafter.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH CENTRAL PHARMACY FOR PARTICIPATION IN THE 340B DRUG DISCOUNT PROGRAM

WHEREAS, Ingham County Health Department's (ICHHD) Community Health Centers (CHCs) wish to enter into an agreement with Central Pharmacy for its participation in the CHC's 340B Drug Discount Program, effective October 1, 2022 through September 30, 2023 with a one-year auto-renewal thereafter; and

WHEREAS, the 340B initiative is a Federal program that requires pharmaceutical manufacturers to sell drugs to eligible providers at a discount for outpatient use; and

WHEREAS, Public Law 102-585 – Veterans Health Care Act of 1992 codified as Section 340B of the Public Health Service Act limits the amount that manufacturers may charge covered entities; and

WHEREAS, the 340B program offers opportunities to purchase discounted drugs for use during the patient visit, for dispensing from a covered entity owned pharmacy, or for dispensing via contract arrangement with a retail pharmacy; and

WHEREAS, ICHHD's CHCs currently participate in the 340B program only for the purchase of drugs administered as part of a patient visit; and

WHEREAS, there is no cost to participate in this agreement and this agreement will generate \$179,000 in annual savings, based on the volume of existing patients who presently receive prescription medications from Central Pharmacy; and

WHEREAS, the Ingham Community Health Center Board of Directors and the Health Officer recommend that the Ingham County Board of Commissioners authorize entering into an agreement with Central Pharmacy for its participation in the 340B Drug Discount Program, effective October 1, 2022 through September 30, 2023 with a one-year auto-renewal thereafter.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Central Pharmacy for its participation in the 340B Drug Discount Program, effective October 1, 2022 through September 30, 2023, after which, the agreement shall renew automatically for a period of one year, unless terminated by either party.

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.

TO: Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: September 06, 2022
SUBJECT: Authorization to Amend Agreement with Michigan Department of Labor and Economic Opportunity for AmeriCorps State Program to Accept Additional Funds

For the Meeting Agendas of September 19, 2022, and September 21, 2022

BACKGROUND

Ingham County Health Department (ICHHD) wishes to amend Resolution #22-102 with Michigan Department of Labor and Economic Opportunity (MDLEO) by decreasing the agreement from \$173,382 to \$109,582 effective October 1, 2021 through September 30, 2022.

ALTERNATIVES

There are no alternatives.

FINANCIAL IMPACT

The total decrease of the amendment will be \$63,800.

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 authorize amending Resolution #22-102 with Michigan Department of Labor and Economic Opportunity (MDLEO), by decreasing the agreement from \$173,382 to \$109,582, effective October 1, 2021 through September 30, 2022.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AMEND RESOLUTION #22-102 AUTHORIZING AN AGREEMENT WITH THE MICHIGAN DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY

WHEREAS, Ingham County Health Department (ICHD) wishes to amend Resolution #22-102 with Michigan Department of Labor and Economic Opportunity (MDLEO) by decreasing the agreement for the AmeriCorps grant award, in the amount of \$63,800 from \$173,382 to \$109,582, effective October 1, 2021 through September 30, 2022; and

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

WHEREAS, the total cost of the amended agreement shall not exceed \$109,582; and

WHEREAS, and the Health Officer recommends that the Ingham County Board of Commissioner's authorize amending Resolution #22-102 with Michigan Department of Labor and Economic Opportunity (MDLEO), by decreasing the agreement from \$173,382 to \$109,582 effective October 1, 2021 through September 30, 2022.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes amending Resolution #22-102 authorizing an agreement with Michigan Department of Labor and Economic Opportunity (MDLEO), by decreasing the agreement to \$109,582, effective October 1, 2021 through September 30, 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 Health Officer, Linda S. Vail, MPA, Health Officer, or her designee, is authorized to sign the MDLEO Agreement electronically after approval as to form by the County Attorney.

TO: Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: August 9, 2022
SUBJECT: Authorization to Renew Representation Agreement with Daudi & Kroll P.C. for Kamar Alnerabieh
For the meeting agendas of September 19, 2022 and September 21, 2022

BACKGROUND

Ingham County Health Department's (ICHD's) Community Health Centers (CHCs) wish to renew the representation agreement with Daudi and Kroll P.C. (D&K) effective October 1, 2022 through September 30, 2023 for an amount not to exceed \$5,000. Per Resolution #20 – 457, D&K currently provides legal services on behalf of Dental Hygienist, Kamar Alnerabieh, as the employee and Ingham County as the employer for her PERM Labor Certification with the U.S. Department of Labor (DOL) and I-140 Immigration Petition. D&K may jointly represent Ingham County and the employee in connection with the requested immigration services. Renewing this agreement is mutually beneficial to the County and to the employee, as the County retains a revenue generating provider position, and the employee will be able to pursue their permanent immigration status. The current representation agreement is set to expire on September 30, 2022.

ALTERNATIVES

Choosing not to renew this agreement would result in the Dental Hygienist's position being jeopardized.

FINANCIAL IMPACT

The employer paid fees for assisting with the preparation and filing of this PERM labor certification with the DOL and filing of I-140 Immigrant Petition are as follows: \$2,500 due at the time of agreement execution; \$1,000 due at the time of filing the Labor Certification with DOL, and up to \$1,500 due upon approval of Labor and Certification to commence I-140 petition filing. These fees, totaling \$5,000, shall be used towards D&K's legal fees. Each installment shall be a flat-fee for that particular step, shall be nonrefundable, and shall be earned upon receipt. The employer is responsible for the filing fees required by DOL and the United States Citizenship and Immigration Services (USCIS). D&K makes no guarantees as to the success or failure of the legal services with DOL and/or USCIS. The legal fees shall be shared between D&K and the Law Offices of Behzad Ghassemi for legal services performed. Any legal and/or filing fees for employees to file an I-485 Application to Register Permanent Residence or Adjust Status shall be at employee's sole expense. The cost of this agreement will be funded through the FY '23 CHC operating budget.

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 the renewal of the representation agreement with Daudi and Kroll P.C. effective October 1, 2022 through September 30, 2023, for an amount not to exceed \$5,000.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO RENEW A REPRESENTATIONAL AGREEMENT WITH DAUDI & KROLL P.C.
FOR KAMAR ALNERABIEH**

WHEREAS, Ingham County Health Department's (ICHD's) Community Health Centers (CHCs) wish to renew the representation agreement with Daudi & Kroll P.C. (D&K) effective October 1, 2022 through September 30, 2023, for an amount not to exceed \$5,000; and

WHEREAS, per Resolution #20 – 457, D&K currently provides legal services on behalf of the Dental Hygienist, Kamar Alnerabieh, as the employee and Ingham County as the employer for her PERM Labor Certification with the U.S. Department of Labor (DOL) and I-140 Immigration Petition; and

WHEREAS, D&K may jointly represent Ingham County and the employee in connection with the requested immigration services; and

WHEREAS, renewing this agreement is mutually beneficial to the County and to the employee, as the County retains a revenue generating provider position, and the employee will be able to pursue their permanent immigration status; and

WHEREAS, the employer paid fees for assisting with the preparation and filing of this PERM labor certification with the DOL and filing of I-140 Immigrant Petition are as follows: \$2,500 due at the time of agreement execution; \$1,000 due at the time of filing the Labor Certification with DOL, and up to \$1,500 due upon approval of Labor and Certification to commence I-140 petition filing; and

WHEREAS, these fees, totaling \$5,000, shall be used towards D&K's legal fees and will be funded through the 2023 CHC operating budget; and

WHEREAS, each installment shall be a flat-fee for that particular step, shall be nonrefundable, and shall be earned upon receipt; and

WHEREAS, the legal fees shall be shared between D&K and the Law Offices of Behzad Ghassemi for legal services performed; and

WHEREAS, the employer is responsible for the filing fees required by DOL and the United States Citizenship and Immigration Services (USCIS) and D&K makes no guarantees as to the success or failure of the legal services with DOL and/or USCIS; and

WHEREAS, any legal and/or filing fees for employees to file an I-485 Application to Register Permanent Residence or Adjust Status shall be at employee's sole expense; and

WHEREAS, the CHC Board of Directors and the Health Officer recommend that the Ingham County Board of Commissioners authorizes renewing the representation agreement with Daudi & Kroll P.C. effective October 1, 2022 through September 30, 2023, for an amount not to exceed \$5,000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the renewal of the representation agreement with Daudi & Kroll P.C. effective October 1, 2022 through September 30, 2023, for an amount not to exceed \$5,000.

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: Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: September 1, 2022
SUBJECT: Resolution to Amend Agreement with Dignified Aging Project
For the Meeting Agendas of September 19, 2022 and September 21, 2022

BACKGROUND

Ingham County Health Department (ICHD) wishes to amend Resolution #22-028 with Dignified Aging Project (DAP) by adding the monkeypox vaccine, changing the mileage reimbursement plan, and increasing the agreement by \$10,000, for a total amount not to exceed \$70,000, effective October 1, 2022 through September 30, 2023. As residents of long-term care facilities and those who are homebound have been disproportionately affected by the COVID-19 pandemic and often face transportation barriers or an inability to travel to a vaccination site, this amendment will allow DAP to provide both COVID-19 and seasonal influenza, as well as monkeypox vaccinations to Ingham County residents, including homebound residents. Allowing DAP to provide nursing staff will also help to increase the number of vaccinators in Ingham County, and provide COVID-19, seasonal influenza, and monkeypox vaccinations to residents at a faster rate. ICHD wishes to further amend this agreement by changing the mileage reimbursement to cover mileage from ICHD to the patient's home and back to ICHD, and by increasing the mileage reimbursement to the current IRS rate (from \$0.57 per mile to \$0.625). ICHD will continue to require any vendor partnering with Ingham County to be fully vaccinated at or above Ingham County's current vaccination rate.

ALTERNATIVES

ICHD could partner with other agencies to fill the need for additional vaccinators, but this would slow down the vaccination process while ICHD searched for other vendors, as there is already an existing agreement with DAP.

FINANCIAL IMPACT

All costs for this agreement will be covered by both Michigan Department of Health and Human Services (MDHHS) grant funds accepted through Resolution #22-397 and/or from the Fiscal Year 2023 Health Department operating budget. The mileage reimbursement rate increase will go into effect October 1, 2022.

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 provided, I respectfully recommend that the Ingham County Board of Commissioners authorizes amending Resolution #22-028 with DAP by adding monkeypox vaccine, changing the mileage reimbursement plan, and increasing the amount by \$10,000 in an amount not to exceed \$70,000 effective October 1, 2022 through September 30, 2023.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AMEND RESOLUTION #22-028 AUTHORIZING AN AGREEMENT
WITH DIGNIFIED AGING PROJECT**

WHEREAS, Ingham County Health Department (ICHD) wishes to amend Resolution #22-028 with Dignified Aging Project (DAP) by adding the monkeypox vaccination, changing the mileage reimbursement plan, and increasing the agreement by \$10,000, for a total amount not to exceed \$70,000 effective October 1, 2022 through September 30, 2023; and

WHEREAS, residents of long-term care facilities and those who are homebound have been disproportionately affected by the COVID-19 pandemic and often face transportation barriers or an inability to travel to a vaccination site; and

WHEREAS, this amendment will allow Dignified Aging Project to provide COVID-19, seasonal influenza, and the monkeypox vaccinations to Ingham County residents, including homebound residents, if desired at the same time; and

WHEREAS, ICHD wishes to further amend Resolution #22-028 by eliminating the provision that “mileage will only be included for home to worksite or worksite to home after 30 miles” and changing reimbursement to cover travel from ICHD to the patient’s home(s) and back to ICHD at the current IRS mileage rate (from \$0.57 per mile to \$0.625); and

WHEREAS, allowing DAP to provide nursing staff will also help to increase the number of vaccinators in Ingham County, and get COVID-19, seasonal influenza, and monkeypox vaccines to residents at a faster rate; and

WHEREAS, included in this amendment and approved through Resolution #21-440, any vendor partnering with Ingham County must also be fully vaccinated at or above Ingham County's current vaccination rate; and

WHEREAS, all costs of this amendment, will be covered by both Michigan Department of Health and Human Services (MDHHS) grant funds accepted through Resolution #22-397 and/or from the 2023 Health Department Operating Budget; and

WHEREAS, the Health Officer recommends that the Ingham County Board of Commissioners authorize amending Resolution #22-028 by adding the monkeypox vaccination, by changing the mileage reimbursement plan, and by increasing the amount of the contract/agreement by \$10,000 in an amount not to exceed \$70,000 effective October 1, 2022 through September 30, 2023.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes amending Resolution #22-028 by adding the monkeypox vaccination, changing the mileage reimbursement plan, and increasing the amount of the contract/agreement by \$10,000 in an amount not to exceed \$70,000 effective October 1, 2022 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 agreement upon approval as to form by the County attorney.

TO: Human Service and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: September 1, 2022
SUBJECT: Authorization to Enter into COVID-19 Regional Health Equity Council Backbone Organization Grant Sub-agreements with Capital Area Health Alliance and TCB Consulting, LLC

For the meeting agendas of September 19, 2022 and September 21, 2022

BACKGROUND

Ingham County Health Department (ICHD) wishes to subcontract \$24,561 in grant funding which was awarded through the COVID-19 Regional Health Equity Council Backbone Organization Grant from the Michigan Public Health Institute (MPHI) and the Michigan Department of Health and Human Services (MDHHS), effective August 1, 2022 through September 30, 2022. This initiative was approved through Resolution #22-396. This \$24,561 in funding will be used to launch and support a Regional Health Equity Council which will address health inequities and social determinants of health in Ingham County.

ALTERNATIVES

ICHD could support the Health Equity Council (HEC) independently, however, these partnerships/subcontracts were vital components of the grant application and discussed with the MPHI and MDHHS prior to the award.

FINANCIAL IMPACT

Subcontracts will be fully paid from grant funds awarded by MPHI/MDHHS and will be allocated in the following amounts:

- Capital Area Health Alliance, in an amount not to exceed \$12,111 to support regular weekly work from Capital Area Health Alliance (CAHA), a grant co-applicant; and
- TCB Consulting, LLC, in an amount not to exceed \$12,450 to provide monthly training and support group facilitation.

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 enter into subcontracts with the CAHA, in an amount not to exceed \$12,111, and TCB Consulting, LLC, in an amount not to exceed \$12,450, for the COVID-19 Regional Health Equity Council Backbone Organization Grant from the MPHI and MDHHS, effective August 1, 2022 through September 30, 2022.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE COVID-19 REGIONAL HEALTH EQUITY COUNCIL
BACKBONE ORGANIZATION GRANT SUBAGREEMENTS WITH THE
CAPITAL AREA HEALTH ALLIANCE AND TCB CONSULTING, LLC**

WHEREAS, Ingham County Health Department (ICHD) wishes to subcontract \$24,561 in grant funding which was awarded through the COVID-19 Regional Health Equity Council Backbone Organization Grant from the Michigan Public Health Institute (MPHI) and the Michigan Department of Health and Human Services (MDHHS) effective August 1, 2022 through September 30, 2022; and

WHEREAS, this initiative was approved through Resolution #22-396; and

WHEREAS, this \$24,561 in funding will be used to launch and support a Regional Health Equity Council which will address health inequities and social determinants of health in Ingham County; and

WHEREAS, ICHD wishes to enter into sub-agreements with the following partners in the following amounts to support this initiative:

- Capital Area Health Alliance (CAHA), in an amount not to exceed \$12,111 to support regular weekly work from CAHA, a co-applicant; and
- TCB Consulting, LLC, in an amount not to exceed \$12,450 to provide monthly training and support group facilitation; and

WHEREAS, these partnerships were vital components of the grant application and discussed with MPHI and MDHHS prior to issuance of the award; and

WHEREAS, the Health Officer recommends that the Ingham County Board of Commissioners authorize entering into agreements with the CAHA, in an amount not to exceed \$12,111, and TCB Consulting, LLC, in an amount not to exceed \$12,450, effective August 1, 2022 through September 30, 2022.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreements with CAHA, in an amount not to exceed \$12,111, and TCB Consulting, LLC, in an amount not to exceed \$12,450, effective August 1, 2022 through September 30, 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 Ingham County Board of Commissioners is authorized to sign any necessary contract agreement upon approval as to form by the County Attorney.

TO: Human Services, County Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: August 3, 2022
SUBJECT: Authorization to Increase Position #601181 from 0.5 FTE to 0.75 FTE
For the Meeting Agendas of September 19, September 20 and September 21, 2022

BACKGROUND

Ingham County Health Department's (ICHD) Community Health Centers (CHCs) wish to increase the status of the Dentist position #601181 at Forest Dental Center (FCHC) from a .50 FTE to a 0.75 FTE, effective October 1, 2022 in an amount not to exceed \$62,120. Dentists are essential healthcare clinicians who provide trusted and needed integrated dental care to Ingham County's most vulnerable populations. This position will be primarily responsible for diagnosing dental disease or injury, establishing treatment plans, and performing fillings, extractions, and related procedures. An increase in dental FTE translates to an increase in access to dental care.

ALTERNATIVES

ICHD's CHCs could choose not to increase the FTE for this position, which would result in an increasing number of patients without essential dental care.

FINANCIAL IMPACT

The increased cost related to increasing this position from .50 FTE to 0.75 FTE is \$62,120.00 (.50 FTE MC Grade D Step 5 is \$129,967; .75 FTE MC Grade D Step 5 is \$192,087. The additional costs will be covered by additional visits and revenue associated with the increase in FTE.

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 increasing position #601181 from .50 FTE to 0.75 FTE, effective October 1, 2022 for an amount not to exceed \$62,120.

Personnel cost analysis -K Drake request 8/05/22 Position #: 601181

	.50 FTE	.75 FTE	
	MC	MC	
	Grade D	Grade D	
	Step 5	Step 5	Difference
70400 SALARY 0	81,680	122,520	40,840
71400 UNEMPLYMT 0	424	609	185
71500 FICA/MEDICARE 0	6,478	9,315	2,837
71610 DENTAL 0	936	936	0
71620 VISION 0	135	135	0
71603 HLTH WAIVER 0	2,996	4,494	1,498
71800 MERS 0101H 0	28,000	42,000	14,000
71603 RTEE CHG B 5	3,586	3,586	0
71645 SEPARATE 0	1,694	2,435	741
71604 RET/HLTH/T 0	3,811	5,717	1,906
71700 LIFE 30K 0	150	225	75
72200 WORKERS' COMP 0	77	115	38
	129,967	192,087	62,120
Salary	81,680	122,520	40,840
Fringes	<u>48,287</u>	<u>69,567</u>	<u>21,280</u>
	129,967	192,087	62,120

Notes:

Calculation based on FY '23 wages and fringe documents

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN INCREASE OF POSITION #601181 (DENTIST)
FROM 0.5 FTE TO 0.75 FTE**

WHEREAS, Ingham County Health Department's (ICHHD) Community Health Centers (CHCs) wish to increase the status of the Dentist position #601181 at Forest Dental Center (FCHC) from a .50 FTE to a 0.75 FTE, effective October 1, 2022; and

WHEREAS, dentists are essential healthcare clinicians who provide trusted and needed, integrated dental care to Ingham County's most vulnerable populations; and

WHEREAS, this position will be primarily responsible for diagnosing dental disease or injury, establishing treatment plans, and performing fillings, extractions, and related procedures; and

WHEREAS, an increase in dental FTE translates to an increase in access to dental care; and

WHEREAS, the increased cost related to increasing this position from .50 FTE to 0.75 FTE is \$62,120 (.50 FTE MC Grade D Step 5 is \$129,967; .75 FTE MC Grade D Step 5 is \$192,087); and

WHEREAS, the additional costs will be covered by additional visits and revenue associated with the increase in FTE; and

WHEREAS, the Ingham Community Health Centers Board of Directors and the Health Officer recommend that the Ingham County Board of Commissioners authorizes an increase of the Dentist position #601181 from .50 FTE to 0.75 FTE, effective October 1, 2022.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an increase of the Dentist position #601181 (MC Grade D) from 0.50 FTE to 0.75 FTE, effective October 1, 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 necessary contract documents on behalf of the County after approval as to form by the County Attorney.

TO: Human Services and Finance Committee
FROM: Linda S. Vail, Health Officer
DATE: August 25, 2022
SUBJECT: FY 22 State of Michigan Emerging Threats Comprehensive Agreement Amendment # 4
For the meeting agendas of September 19, 2022 and September 21, 2022

BACKGROUND

The Ingham County Health Department (ICHD) currently receives funding from the Michigan Department of Health and Human Services (MDHHS) via the Comprehensive Agreement. The agreement for the delivery of public health services under the Comprehensive Agreement is the principal mechanism for clarifying the roles and responsibilities of the state and local governments. The Board of Commissioners approved the 2021-2022 Emerging Threats Comprehensive Agreement through Resolution #21-419, Amendment #1 through Resolution #21-586, Amendment #2 through Resolution #22-184, and Amendment #3 through Resolution #22 –359.

ALTERNATIVES

There are no alternatives.

FINANCIAL IMPACT

The financial impact of this agreement will increase the FY '22 amended grant amount from \$4,396,242 to \$4,448,094 an increase of \$51,852. The revised resolution makes the following specific change to the budget:

Monkeypox Virus Response: increase of 50,000 from \$0.00 to \$50,000
U4U Tuberculosis Services: increase of \$1,852 from \$0.00 to \$1,852

STRATEGIC PLANNING IMPACT

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

OTHER CONSIDERATIONS

There are no other considerations

RECOMMENDATION

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

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AMENDMENT #4 TO THE 2021-2022 EMERGING THREATS
MASTER AGREEMENT WITH THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN
SERVICES FOR THE DELIVERY OF PUBLIC HEALTH SERVICES UNDER THE
COMPREHENSIVE AGREEMENT**

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

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

WHEREAS, the MDHHS and Ingham County has entered into a 2021 – 2022 Emerging Threats Agreement authorized in Resolution #21-419 and Amendment #1 in Resolution #21-586, Amendment #2 in Resolution #22-184, and Amendment #3 in Resolution #22-359; and

WHEREAS, MDHHS has proposed Amendment #4 to adjust grant funding levels and clarify Agreement procedures; and

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

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

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

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

BE IT FURTHER RESOLVED, that the total amount of the Emerging Threats Comprehensive Agreement shall increase from \$4,396,242 to \$4,448,094, an increase of \$51,852.

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

Monkeypox Virus Response: increase of 50,000 from \$0.00 to \$50,000

U4U Tuberculosis Services: increase of \$1,852 from \$0.00 to \$1,852

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

TO: Human Services and Finance Committees

FROM: Linda S. Vail, MPA, Health Officer

DATE: September 1, 2022

SUBJECT: Resolution to Enter Agreement with Kulik Strategic Advisers for the Development of a Health Department Strategic Plan
For the Meeting Agendas of September 19, and September 21, 2022

BACKGROUND

Ingham County Health Department (ICHHD) wishes to enter into an agreement with Kulik Strategic Advisers for the development of a strategic plan, effective October 1, 2022 through September 30, 2023 in an amount not to exceed \$32,288. Funding for the strategic plan will be from the Health Department's Operating Budget for FY 2023. As a Nationally Accredited Health Department, ICHHD is committed to the Strategic Planning process which provides the opportunity to assess the current environment, create a vision for the future, and set a plan into motion. This process involves identifying clear objectives, strategies, and initiatives, while prioritizing resources in order to meet those goals. Strategic Planning will further allow ICHHD to set and align priorities with the community, define organizational needs, strengthen operations, and optimize performance in order to enhance growth and development. As ICHHD experienced a significant and prolonged disruption to typical public health and health center operations due to the COVID-19 global pandemic, there have been many changes in priorities, staffing, and community initiatives. This disruption further necessitates the need for ICHHD to commit to strategic planning. A Strategic Plan will not only communicate these identified priorities, but will provide a platform for future decision making.

Kulik Strategic Advisers will provide a final Strategic Plan which will include:

- Identified strategic priorities, goals, and objectives
- A Health Equity and Social Justice lens/approach
- Alignment with Community Health Improvement Plan
- Alignment with the strategic planning standards of the Public Health Accreditation Board (PHAB)

Additionally, the Strategic Plan must contain:

- Executive Summary
- Measurable Outcomes and Population-level Indicators
- Implementation and Monitoring Strategy
- Performance Management Plan or Linkage

ALTERNATIVES

Choosing not to enter into this agreement would result in a missed opportunity for ICHHD to realign priorities and identify current needs and strategies in a post-pandemic environment.

FINANCIAL IMPACT

The funding to pay for this agreement will come from the Health Department's FY '23 operating budget.

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 approval of the attached resolution to enter into an agreement with Kulik Strategic Advisers for Strategic Planning work for the Health Department, effective October 1, 2022 through September 30, 2023 in an amount not to exceed \$32,288.

Agenda Item 4j

TO: Anne Barna, Deputy Health Officer, Health Department

FROM: James Hudgins, Director of Purchasing

DATE: July 19, 2022

RE: Memorandum of Performance for RFP No. 72-22 Strategic Planning for the Ingham County Health Department

Per your request, the Purchasing Department sought proposals from qualified and experienced consultative, planning, and facilitation firms for the development of a three-year strategic plan for the Ingham County Health Department (ICHD) that will guide its future strategic direction.

The scope of work includes, but is not limited to, developing, implementing, and facilitating stakeholder and public involvement in the planning process, identifying strategic priorities, setting goals and objectives with a health equity and social justice approach and aligning with Community Health Improvement Plan and planning standards of the Public Health Accreditation Board (PHAB). The successful proposer will report to the Deputy Health Officer of Administration and the Innovation and Planning Manager of ICHD.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to propose	26	6
Vendors responding	4	0

A summary of the vendors' costs:

Vendor Name	Local Preference	Maximum Contract Amount
Sbrand Solutions	No, FL	\$31,750.00
Kulik Strategic Advisers (KSA)	No, GA	\$32,288.00
Zilo International Group LLC	No, CO	\$32,500.00
Ascendient	No, MD	\$59,700.00

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 or by phone at 676-7309.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH KULIK STRATEGIC ADVISERS FOR THE DEVELOPMENT OF A HEALTH DEPARTMENT STRATEGIC PLAN

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with Kulik Strategic Advisers for the development of a health department strategic plan, effective October 1, 2022 through September 30, 2023 in an amount not to exceed \$32,288; and

WHEREAS, funding for the strategic plan will be from the Health Department's Operating Budget for 2023; and

WHEREAS, as a Nationally Accredited Health Department, ICHD is committed to the Strategic Planning process which provides the opportunity to assess the current environment, create a vision for the future, and set a plan into motion; and

WHEREAS, this process involves identifying clear objectives, strategies, and initiatives, while prioritizing resources in order to meet those goals; and

WHEREAS, strategic planning will further allow ICHD to set and align priorities with the community, define organizational needs, strengthen operations, and optimize performance in order to enhance growth and development; and

WHEREAS, as ICHD experienced a significant and prolonged disruption to typical public health and health center operations due to the COVID-19 global pandemic, there have been many changes in priorities, staffing, and community initiatives; and

WHEREAS, this disruption further necessitates the need for ICHD to commit to strategic planning; and

WHEREAS, a Strategic Plan will not only communicate these identified priorities, but will provide a platform for future decision making; and

WHEREAS, Kulik Strategic Advisors will provide a final Strategic Plan which will include:

- Identified strategic priorities, goals, and objectives
- A Health Equity and Social Justice lens/approach
- Alignment with Community Health Improvement Plan
- Alignment with the strategic planning standards of the Public Health Accreditation Board (PHAB); and

WHEREAS, the Strategic Plan must also contain:

- Executive Summary
- Measurable Outcomes and Population-level Indicators
- Implementation and Monitoring Strategy
- Performance Management Plan or Linkage; and

WHEREAS, the Health Officer recommends that the Ingham County Board of Commissioners authorize entering into an agreement with Kulik Strategic Advisers for the development of a health department strategic plan, effective October 1, 2022 through September 30, 2023 in an amount not to exceed \$32,288.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Kulik Strategic Advisers for the development of a health department strategic plan, effective October 1, 2022 through September 30, 2023 in an amount not to exceed \$32,288.

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: Human Services, County Services, and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: August 5, 2022
SUBJECT: Authorization to Convert Women Infant and Children's Health Program Assistant Position to a Community Health Representative II Position

For the Meeting Agendas of September 19, September 20, and September 21, 2022

BACKGROUND

Ingham County Health Department's (ICHD) Women Infants & Children's (WIC) Division wishes to convert the current Health Program Assistant position to a Community Health Representative II position, effective upon approval. The Health Program Assistant position (position #601106), as currently defined, limits the duties of the position to exclude what is fully needed to efficiently operationalize and maintain the client caseload of the WIC Program. The Health Program Assistant position is outdated and no longer serves the needs of the WIC Program which has modernized, and is operationalized using an electronic medical record system which requires a support role capable of a higher degree of complexity than the Health Program Assistant position is designed for. The role of the Community Health Representative II better suits the needs of the WIC clinic. Converting the Health Program Assistant position to a Community Health Representative II, better fits the needs of the clinic and enhances the program's ability to meet policies set forth by the State and Federal government. As this position is currently vacant, ICHD wishes to use this vacancy period to make these changes.

ALTERNATIVES

There are no alternatives that will allow ICHD's WIC to remain compliant with State WIC Policies and operate efficiently.

FINANCIAL IMPACT

The financial impact to make this change will total 3,875 per year. The Health Program Assistant position is a UAW Technical, Office, Paraprofessional Service Grade C, and the Community Health Representative II position is UAW-Technical, Office, Paraprofessional Service Grade D position. The increased costs related to this position conversion will be covered by the FY '23 WIC budget.

STRATEGIC PLANNING IMPACT

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

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution authorizing a conversion of position #601106 for the WIC's Health Program Assistant position to a Community Health Representative II position effective upon approval.

TO: Tracie Bolton, WIC Program Coordinator

FROM: Joan Clous, Human Resources Specialist

DATE: August 5, 2022

RE: Support for conversion of Health Program Assistant (UAW-C) to a Community Health Representative II (UAW-D)

Per your request, Human Resources has reviewed the position conversion request and is in support of the change.

After analysis, the position of Health Program Assistant with a salary range of UAW C (\$33,991.30 to \$40,505.60) and will be converted to a Community Health Representative UAW D (\$36,267.11 to \$43,194.87) The UAW has been notified. They support the conversion.

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

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

INGHAM COUNTY JOB DESCRIPTION

HEALTH PROGRAMS ASSISTANT

General Summary :

Performs a variety of clerical tasks to assist in the processing of a variety of health department records and providing clerical support to other staff. Answers questions on departmental procedures, scheduling, and related matters. Types a variety of forms and documents, completes various documents with information from the client or from file documentation and assists in maintaining record keeping systems. Performs data entry. Performs a variety of clerical support tasks.

Essential Functions :

1. Answers questions in person and by telephone regarding departmental procedures and requirements, program requirements, scheduling information, and other activities. Takes messages and schedules appointments for other staff, testing, and for programs or clinics. May serve as receptionist and greet the public in person as well as by telephone. Assists clients in filling out forms and reviews documents for proper completion.
2. Types various correspondence, reports, forms and other documents, using word processing software, following established procedures or specific instructions. Proofs documents. Utilizes word processing and other software programs to format documents, spreadsheets, brochures, flyers, newsletters, training materials and other documents.
3. Prepares and types a variety of forms and other documents such as health charts, case notes, program outlines, and various other documents.
4. Assists in the maintenance of departmental filing systems by ensuring proper filing of documents and folders. Retrieves materials from system and conducts searches for necessary documentation.
5. Operates computer terminal for entry of data such as service activity data, billing information, supplies used, client records, case notes, payments, vouchers, client information, changes and deletions of demographic information, and other data.
6. Processes various transactions that are unique to the program of assignment, includes reviewing documentation for completeness and accuracy, entering data to computer, completing forms or transactions, collecting fees and issuing receipts, and following up as required.
7. Opens and distributes incoming mail. Sorts, weighs, and meters out-going mail and records postage charges to the proper account. Assists with processing bulk mailings.
8. Performs a variety of clerical support tasks such as making copies, opening, sorting and distributing mail, sending faxes, and related tasks.

Other Functions :

1. May perform the duties of a Clinical assistant/Technician by conducting initial interviews, preparing clients for examinations, administering standardized tests, and recording results.
2. May attend meetings to take notes and summarize important points, decisions, and work assignments.

The above statements are intended to describe the general nature and level of work being performed by people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

Employment Qualifications :

Education: High school graduation or equivalent.

Experience: Six months of clerical experience.

Other Requirements:

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

Physical Requirements: *[This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the following requirements. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements]:*

Ability to access office files.

Ability to enter and retrieve information from computer.

Ability to access charts and other records and documents.

Ability to operate copy machines and other office equipment.

Stooping, kneeling, and crouching to retrieve and put away supplies and materials.

May require the ability to lift and carry equipment weighing up to 30 lbs.

May require the ability to climb ladders and step stools to access shelves.

Working Conditions:

Works in office conditions.

*HEALTH PROGRAMS ASSISTANT (1/11/99)
UAW-C*

INGHAM COUNTY JOB DESCRIPTION

COMMUNITY HEALTH REPRESENTATIVE II

General Summary:

Performs a variety of moderately complex clerical tasks to assist in the processing of a variety of health department records and providing clerical support to other staff. Enrolls clients in programs and answers questions on departmental procedures, eligibility requirements, scheduling, and related matters. Types a variety of forms and documents, completes various documents with information from the client or from file documentation, and assists in maintaining record keeping systems. Performs data entry and creates reports.

Essential Functions:

1. Greets the public in person as well as by telephone. Answers questions regarding departmental procedures and requirements, program requirements, scheduling information, and other activities. Takes messages and schedules appointments for staff and schedules clients for testing, for programs, or clinics. Assists clients in filling out forms and reviews documents for proper completion.
2. Receives clients and their families at a clinic or screening site. Coordinates initial interview, screens for insurance coverage, gathers background information, and assists in the completion of various forms and applications. May triage patients. Processes various applications to verify client information, checking data for accuracy and completeness. Contacts clients to verify and update information and verify appointments. Makes appointments, collects donations, and refers clients to other providers.
3. Monitors client folders assuring that proper documents are completed to ensure appropriate client billing of account. Adjusts and records all related documents, orders, costs for services rendered, and related fees as needed.
4. Assists in the maintenance of departmental filing systems by ensuring proper filing of documents and folders. Retrieves materials from system and conducts searches for necessary documentation.
5. Operates computer terminal for entry of data such as service activity data, billing information, supplies used, immunization records, case notes, payments, vouchers, client information, changes and deletions of demographic information, and other data.
6. Prepares, sorts, processes and files a variety of forms, applications, documents and records in accordance with departmental procedures and program guidelines.
7. Types correspondence, reports, forms and other documents, using word processing software, following established procedures or specific instructions. Proof reads documents. May type documents requiring a knowledge of medical terminology and medical transcription. Utilizes word processing and other software programs to format documents, spreadsheets, brochures, training materials and other documents.

8. May perform routine bookkeeping tasks such as reviewing invoices and receivables, receipting donations, tracking expenditures, and receipting payments for services.
9. Provides outreach and education to clients and medical staff regarding program guidelines and health department services through mailings, displays, telephone contact and in person.
10. Performs a variety of clerical support tasks such as making copies, opening, sorting and distributing mail, sending faxes, taking messages, and related tasks.

Other Functions:

- Performs other duties as assigned
- 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.

(The above statements are intended to describe the general nature and level of work being performed by people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.)

Employment Qualifications

Education: High school graduation or equivalent.

Experience: One year of general clerical experience is required. May require experience and training in various computer software and equipment.

Other Requirements:

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

Physical Requirements:

- Ability to access office files.
- Ability to enter and retrieve information from computer.
- Ability to access charts and other records and documents of the department.
- Ability to operate copy machines and other office equipment.
- Stooping, kneeling, and crouching to retrieve and put away supplies and materials.
- May require the ability to travel throughout the county to various clinic locations.
- May require the ability to lift and carry equipment weighing up to 35 lbs.
- May require the ability to climb stairs to access work sites.

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

Working Conditions:

- Works in office and clinic conditions.
- May work in various off-site locations throughout the county.
- May be exposed to communicable diseases, blood, and other bodily fluids.

UAW-D 1/11/99

Personnel cost analysis for position conversion
Position #: 601106

	Hlth Program Asst UAW TOPS Grade C Step 5	CHR II UAW TOPS Grade D Step 5	Difference
70400 SALARY 0	41,316	44,059	2,743
71400 UNEMPLYMT 0	207	220	14
71500 FICA/MEDICAR 0 E	3,161	3,370	210
71610 DENTAL 0	936	936	0
71620 VISION 0	135	135	0
71602 PHP MED 0	21,880	21,880	0
71800 MERS 0101H 0	10,321	11,006	685
71850 MERS HYBRID 0	413	441	27
71603 RTEE CHG B 5	3,585	3,585	0
71645 SEPARATE 0	826	881	55
71604 RET/HLTH/T 0	1,859	1,983	123
71710 DISABILITY 0	54	57	4
71700 LIFE 30K 0	120	120	0
72200 WORKERS' 0 COMP	202	216	13
	85,014	88,889	3,875
Salary	41,316	44,059	2,743
Fringes	<u>43,699</u>	<u>44,830</u>	<u>1,132</u>
	85,014	88,889	3,875

Notes:

Calculation based on FY '23 wages and fringe documents

PHP Med cost are based on a 2 person rate

9/6/2022

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO CONVERT A WIC HEALTH PROGRAM ASSISTANT POSITION
TO A COMMUNITY HEALTH REPRESENTATIVE II POSITION**

WHEREAS, Ingham County Health Department's (ICHHD) Women Infants & Children's (WIC) Division wishes to convert the current Health Program Assistant position (position #601106) to a Community Health Representative II position, effective upon approval; and

WHEREAS, the Health Program Assistant position, as currently defined, limits the duties of the position to exclude what is fully needed to efficiently operationalize and maintain the client caseload of the WIC Program; and

WHEREAS, the Health Program Assistant position is outdated and no longer serves the needs of the WIC Program which has modernized, and is operationalized using an electronic medical record system which requires a support role capable of a higher degree of complexity than the Health Program Assistant position is designed for; and

WHEREAS, the role of the Community Health Representative II better suits the needs of the WIC clinic; and

WHEREAS, converting the Health Program Assistant position to a Community Health Representative II, better fits the needs of the clinic and enhances the program's ability to meet policies set forth by the State and Federal government; and

WHEREAS, as this position is currently vacant, ICHHD wishes to use this vacancy period to make this conversion; and

WHEREAS, the financial impact to make this change will be \$3,875 per year and will be covered by the 2023 WIC operating budget; and

WHEREAS, the Health Officer recommends that the Ingham County Board of Commissioners authorizes converting WIC's Health Program Assistant Position to a Community Health Representative II position, and shall be effective upon approval.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes converting position #601106 - WIC's Health Program Assistant Position UAW C (\$33,991.30 to \$40,505.60) to a Community Health Representative II position UAW D (\$36,267.11 to \$43,194.87), effective upon approval of 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.

TO: Human Services Committee
FROM: Linda S. Vail, MPA, Health Officer
DATE: August 3, 2022
SUBJECT: Resolution to Amend Resolution #21-314
For the Meeting Agenda of September 19, 2022.

BACKGROUND

Ingham County Health Department's (ICHD) Community Health Centers (CHCs) wish to amend Resolution #21-314 to include an addendum to the Master Agreement with Lansing Community College (LCC) authorized through Resolution #05-282, effective upon approval. The purpose of the addendum is to require all LCC students and volunteers to complete the primary COVID-19 vaccine series prior to placement in the CHCs for externships or clinical rotations. This addendum would ensure ICHD's CHCs' compliance with the Center for Medicaid and Medicare Services' COVID-19 mandate for participating healthcare facilities, including Federally Qualified Health Centers (FQHCs).

ALTERNATIVES

Choosing not to amend this resolution could result in ICHD's CHCs being out of compliance with the Center for Medicaid and Medicare Services' COVID-19 mandate.

FINANCIAL IMPACT

There is no cost associated with this agreement. LCC will be responsible for the cost of the COVID-19 vaccinations that students will require.

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 amending Resolution #21-314 to include a COVID-19 vaccine requirement for all LCC students prior to placement in the CHCs, effective upon approval.

Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AMEND RESOLUTION #21-314

WHEREAS, Ingham County Health Department's (ICHHD) Community Health Centers (CHCs) wish to amend Resolution #21-314 to include an addendum to the Master Agreement with Lansing Community College (LCC) authorized through Resolution #05-282, effective upon approval; and

WHEREAS, the purpose of the addendum is to require all LCC students and volunteers to complete the primary COVID-19 vaccine series prior to placement in the CHCs for externships or clinical rotations; and

WHEREAS, this addendum would ensure the CHCs' compliance with the Center for Medicaid and Medicare Services' COVID-19 mandate for participating healthcare facilities, including Federally Qualified Health Centers (FQHCs); and

WHEREAS, the Ingham Community Health Centers Board of Directors and Health Officer recommend that the Ingham County Board of Commissioners authorizes amending Resolution #21-314 to include a COVID-19 vaccine requirement for all LCC students prior to placement in the CHCs, effective upon approval.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes amending Resolution #21-314 to include a COVID-19 vaccine requirement for all LCC students prior to placement in the CHCs, effective upon approval.

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: Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: September 6, 2022
SUBJECT: Authorization to Enter Agreement with AB Staffing Solutions

For the Meeting Agendas of September 19, 2022 and September 21, 2022

BACKGROUND

Ingham County Health Department (ICHHD) wishes to enter into an agreement with AB Staffing Solutions to provide staff as needed up to thirty (30) hours per week either as medical lead, float prep, and/or vaccinator for Ingham County residents, to staff Conference Room A, after hours, and weekend community-wide vaccination clinics effective October 1, 2022 through January 31, 2023, at \$55.00 to \$110.00 per hour based on the role for a total amount not to exceed \$228,800. This agreement will help to ensure that ICHHD can increase capacity to meet the demand for COVID-19, Monkeypox, and other required immunizations to prevent and mitigate transmission of preventable diseases.

ALTERNATIVES

Failure to enter into this agreement would result in a decreased availability of community-wide vaccinations for Ingham County residents.

FINANCIAL IMPACT

The cost of this agreement will be covered by COVID Immunization funding approved through Resolution #22-397.

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 AB Staffing Solutions to provide staff to serve up to (30) hours per week as medical lead, prep & or vaccinator for Ingham County residents, effective October 1, 2022 through January 31, 2023, at a rate of \$55.00 to \$110.00 per hour based on the role for a total amount not to exceed \$228,800.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH AB STAFFING SOLUTIONS

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with AB Staffing Solutions to provide staffing to serve thirty (30) hours per week as medical lead, prep, and/or vaccinator for Ingham County residents, effective October 1, 2022 through January 31, 2023, at a rate of \$55.00 to \$110.00 per hour based on the role for a total amount not to exceed \$228,800; and

WHEREAS, this agreement will help to ensure that ICHD can increase capacity to meet the demand for COVID-19, Monkeypox, and other required immunizations to prevent and mitigate transmission of preventable diseases; and

WHEREAS, the cost of this agreement will be covered by COVID Immunization funding approved through Resolution #22-397; and

WHEREAS, the Health Officer recommends that the Ingham County Board of Commissioners authorize entering into to an agreement with AB Staffing Solutions to provide staffing to serve thirty (30) hours per week as medical lead, prep & or vaccinator for Ingham County residents, effective October 1, 2022 through January 31, 2023, at rate of \$55.00 to \$110.00 per hour based on role, for a total amount not to exceed \$228,800.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with AB Staffing Solutions to provide staffing to serve up to (30) hours per week as medical lead, prep, and/or vaccinator for Ingham County residents, effective October 1, 2022 through January 31, 2023, at rate of \$55.00 to \$110.00 per hour based on the role, for a total amount not to exceed \$228,800.

BE IT FURTHER RESOLVED, that the Controller/Administrator is hereby 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.