

CHAIRPERSON
RYAN SEBOLT

VICE-CHAIRPERSON
CHRIS TRUBAC

VICE-CHAIRPERSON PRO-TEM
RANDY MAIVILLE

HUMAN SERVICES COMMITTEE
TODD TENNIS, CHAIR
IRENE CAHILL
CHRIS TRUBAC
THOMAS MORGAN
KARLA RUEST
SIMAR PAWAR
MONICA SCHAFFER

INGHAM COUNTY BOARD OF COMMISSIONERS

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THE HUMAN SERVICES COMMITTEE WILL MEET ON MONDAY, SEPTEMBER 18, 2023 AT 6:30 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 28, 2023](#) Minutes

Additions to the Agenda

Limited Public Comment

1. Interviews – Department of Health and Human Services Board
2. Medical Care Facility – Update
3. Fairgrounds – Fairgrounds Master Plan (*Presentation*)
4. Tri-County Office on Aging – Resolution to [Amend Resolution #22-605](#) to Authorize a Contract Amendment with Tri County Office on Aging for Elder Services Millage Eligible Services
5. Michigan Rehabilitation Services – Resolution to Authorize a [Cooperative Cash Match](#) Agreement with Michigan Rehabilitation Services
6. Parks Department
 - a. Resolution Modifying the Ordinance to [Adopt Rules and Regulations](#) for the Parks and Zoo Under the Jurisdiction of Ingham County, Michigan, and to Establish Penalties for Violations
 - b. Resolution to Authorize the Ingham County Parks Department to Accept a Donation from [Mr. and Mrs. Hayhoe](#) for Naming Rights (Hayhoe Trail) to the Final Connector of the Mason to Delhi Non-Motorized Trail
 - c. Resolution to Amend and Extend the Agreement with the [Friends](#) of the Ingham County Parks
 - d. Resolution to Authorize the Acceptance of the Project Agreement for a Land and Water Conservation Fund [Grant #LW26-01880](#) for Lake Lansing Park North Accessible Trail Improvements
 - e. Resolution to Authorize the Acceptance of the Project Agreement for a Michigan Natural Resources Trust Fund [Grant #TF22-0076](#)
 - f. Resolution to Authorize the Acceptance of the Project Agreement for a Michigan Natural Resources Trust Fund Grant [#TF22-0077](#)

7. Health Department

- a. Resolution to Accept Department of [Justice Grant](#)
- b. Resolution to Authorize a Contract with Michigan Public Health Institute for Distribution of the Department of [Justice Assistance Grant](#)
- c. Resolution to Authorize an Agreement with [Capital Regional Housing Collaborative](#)
- d. Resolution to Authorize [Amendment #4](#) to the 2022-2023 Agreement with the Michigan Department of Health and Human Services for the Delivery of Public Health Services under the Master Agreement
- e. Resolution to Accept [Ryan White Part D](#) Supplemental Funds from the Health Resources and Services Administration
- f. Resolution to Accept Fiscal Year 2024 [Child and Adolescent](#) Health Center Program Funds
- g. Resolution to Authorize an Agreement with [Accredo Health Group, Inc.](#), [ESI Mail Pharmacy Services, Inc.](#) and [Express Scripts Pharmacy, Inc.](#)
- h. Resolution to Authorize an Agreement with [Redhead Design Studio](#) for an HIV Anti-Stigma Mass Media Campaign
- i. Resolution to Authorize an Agreement with [Davenport University](#) for Team Building & Coaching Services
- j. Resolution to Authorize an Agreement with [RxStrategies, Inc.](#)
- k. Resolution to Authorize an Agreement with [US Workvan Inc.](#)

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 28, 2023

Draft Minutes

Members Present: Tennis, Cahill, Pawar, Ruest, and Schafer.

Members Absent: Morgan, Trubac.

Others Present: Jared Cypher, Gregg Todd, Michael Townsend, Michele Strasz, Deanna LaBrenz, and others.

The meeting was called to order by Chairperson Tennis at 6:30 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/81848426836>.

Approval of the August 14, 2023 Minutes

CHAIRPERSON TENNIS STATED, WITHOUT OBJECTION, THE AUGUST 14, 2023 MINUTES WERE APPROVED AS WRITTEN. Absent: Commissioners Morgan and Trubac.

Additions to the Agenda

None.

Limited Public Comment

None.

Chairperson Tennis provided an overview of how the Budget Hearing would be presented.

1. Budget Hearings

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

- a. Veteran Affairs
- b. Tri-County Aging Consortium
- c. Transportation Millage
- d. Potter Park Zoo
- e. Parks
- f. MSHN Substance Abuse
- g. Mid Michigan 2-1-1 Alliance
- h. Medical Examiner
- i. Medical Care Facility
- j. Housing Commission
- k. Health Department
- l. Fair

- m. Environmental Affairs Commission
- n. Department of Human Services
- o. Cooperative Extension

Chairperson Tennis provided an overview of what the Z list was and how the funding was set aside.

1. Budget Hearings

- p. Community Mental Health
- q. Community Agencies

Chairperson Tennis stated the proposed budget for Community Agencies was \$200,000, and that this was a pool of money they would use to grant funds for Ingham County entities and last year the Board of Commissioners had requests of about \$445,000, so they had added an extra \$100,000 to the Z list to fulfill more requests. Chairperson Tennis further stated, this number was higher for 2024, in comparison to previous years.

Jared Cypher, Ingham County Deputy Controller, stated there were over 70 requests for a total of approximately \$1.8 million in funding.

Chairperson Tennis stated they would be telling a lot of people no, but what they could do is put more funding into the Z list so they could tell fewer people no. Chairperson Tennis further stated this was a gob smacking number of requests, and that they thought this was twice the record.

Chairperson Tennis stated one thing they could do was mitigate the requests by adding funds from the Z List into the Community Agencies. Chairperson Tennis further stated that they thought the Community Mental Health Authority of Clinton, Eaton, and Ingham Counties (CMH) had an issue.

Cypher stated CMH had the Integrative Community Youth Outreach Unit (ICYOU) program, which the Board of Commissioners had approved \$450,000 in American Rescue Plan Act (ARPA) funding with a contract through the CMH that had expired in 2023. Cypher further stated the CMH requested \$213,564 in the budget request to continue the program, the funding of which would largely go to staffing costs.

Cypher stated the program provided community outreach and prevention for youths up to the age of 21, but that request was not in the Controller's recommended budget at this time.

Commissioner Schafer asked if at the previous meeting, that Chairperson Sebolt had stated a lot of the funding would be absorbed by the CMH, but that they had extra funding, and that was why it was not in the Controller's recommended budget.

Cypher stated it was mentioned in the last Board of Commissioner's meeting and that CMH also had a funding request with Mid-State Health Network that would cover the cost of that program as well.

Commissioner Pawar stated they had asked that question at the Board Leadership meeting on August 21, 2023 and the answer provided was that it was up to the CMH to see how they absorb that funding in their budget. Commissioner Pawar further asked if the ARPA funded program that provided COVID-19 outreach had decreased in demand and was under control.

Commissioner Pawar stated that they were pro funding that program, as they thought this was a wonderful program.

Cypher stated the last report they had seen on the subject was earlier in the year when the program ended through ARPA, but that the Controller's Office could follow up.

Chairperson Tennis stated a lot of times, there were programs that have one-time funding, and that it was not unusual after the funding had expired to request continued funding, and that Chairperson Tennis usually had a negative perception on that as it was supposed to be one time funding. Chairperson Tennis further stated it was a terrific program, but that the CMH needed to assess the value amongst other programs.

Commissioner Ruest stated they wanted to express concern with continuing the program as it was not sustainable and the Board of Commissioners would have to continue to wrap the program into the budget year after year. Commissioner Ruest further stated when it was a one-time deal, they agreed that the CMH needed to go back and assess the program if they could not sustain it going forward.

Commissioner Cahill asked if CMH could be creative and find other partners for funding.

Chairperson Tennis stated they assumed this was part of that effort.

Chairperson Tennis stated that Commissioner Grebner stated many years ago, and that they agreed, that the Community Agencies was some of the best stuff the Board of Commissioners did. Chairperson Tennis further stated it was a smaller item in the budget, and it had an amazing local impact.

Chairperson Tennis stated when they started, the annual allotment was \$300,000 or more, but it had been lowered during bad fiscal years. Chairperson Tennis further stated they supported doing what they had done last year, which was placing a \$100,000 item on the Z List if anyone else supported.

Commissioner Pawar stated the Women's Commission had the opportunity to speak with the Women's Center and Advent House and their request was to come to the Board Leadership or the Board of Commissioners and ask for housing aid. Commissioner Pawar further stated they had brought articles about women being displaced and unhoused.

Commissioner Pawar asked if they were increasing the fund and stated that there was a need for funding housing needs.

Chairperson Tennis stated that it was interesting that Commissioner Pawar mentioned Advent Housing, as they requested and received \$25,000.

Commissioner Pawar stated they had, and they were thankful, but that they wanted the numbers to be higher.

Chairperson Tennis stated that no one entity could gain more than 10% of the total, and they would not be able to do much more unless there had been a significant increase to the Z List.

Commissioner Pawar stated their focus was not only funding coming to them, but that the Board of Commissioners needed to consider the housing needs crisis.

Chairperson Tennis stated a lot of housing groups had received money in 2023, and would be applications for 2024 as well.

Cypher stated both of the agencies had submitted applications.

MOVED BY COMM. SCHAFER, SUPPORTED BY COMM. PAWAR, TO ADD \$100,000 TO THE Z LIST ALLOCATION TOWARDS COMMUNITY AGENCY SUPPORT.

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioners Morgan and Tennis.

Commissioner Ruest stated the way they had been providing reclassifications was irresponsible, and that they should put money into the budget ahead of time.

MOVED BY COMM. RUEST, SUPPORTED BY COMM. CAHILL, TO ADD SOME MONEY TO THE Z LIST TO OFFSET THE RECLASSIFICATION COSTS IN THE 2024 BUDGET YEAR.

Todd stated the Controller's Office would be asking the County Services Committee on August 29, 2023 for \$50,800 to complete funding for the wage study, which was little over \$500,000 in total. Todd further stated the wage study would include a total review of all job classifications descriptions and salary structure to give the County a new baseline.

Commissioner Ruest stated they did not want the reclassification funding to go into the wage study.

Chairperson Tennis stated it might alleviate some of the reclassifications, and that the number of reclassifications that had been done in the past two years was equal to the number that had been done in the previous 10 years. Chairperson Tennis further stated this was reflective of the new economy to keep up with higher wages across the board to keep the best people and fill vacancies.

Chairperson Tennis asked if Commissioner Ruest would like to add a dollar figure before they voted.

Commissioner Ruest amended the motion as follows:

MOVED BY COMM. RUEST, SUPPORTED BY COMM. CAHILL, TO ADD \$200,000 TO THE Z LIST TO OFFSET THE RECLASSIFICATION COSTS IN THE 2024 BUDGET YEAR.

This was considered a friendly amendment.

Cypher clarified that typically those issues were dealt with in the County Services Committee, and asked if this would be for reclassification of Human Services County employees or for the whole County.

Commissioner Ruest stated they would like it to be the whole County, as they could see a little funding coming out of every budget.

Commissioner Schafer asked when the last time the wage study had been completed.

Cypher stated it had been 24 years.

Commissioner Schafer asked after the wage study had been completed and the \$500,000 put into it, what they could do with the results, and how things could balance out.

Todd stated that all positions would be evaluated to determine two things, the first thing was to determine if the job description was up to date. Todd further stated the second thing would be what the appropriate compensation level was.

Todd described the process of redlining a position.

Commissioner Schafer asked if the County was putting \$500,000 into the wage study, and the budget decreased due to the increase of wages, and it came back that there were a number of positions that were compensated lower than what was recommended by the wage study, would it prove they needed to increase wages for 2024 through 2025.

Todd stated it would not increase wages in 2024, but that the question of how to implement the wage study was up to Commissioners.

Commissioner Schafer asked if it would get them into future trouble if they increased salary, but decreased services.

Todd stated that just because there had been a wage study, did not mean anything had to happen, but that at some point they needed to determine how staff was compensated, and help aid in getting a baseline, with how to manage the reclassification process.

Chairperson Tennis stated the last time the Board adopted a wage study was 24 years ago, but that the last wage study had been performed 10 years ago. Chairperson Tennis further stated that the reason the wage study was not adopted, was that some positions had been found to be low paid relative to competing entities and some were overpaid.

Chairperson Tennis stated the differences would have caused a lot of strife and anger amongst the workforce as some people would receive raises, some not, and some positions would be capped. Chairperson Tennis further stated that the reason the Controller's Office and Human Resources wanted the wage study was to get a handle on repeated and continuous reclassification requests, and were trying to have some semblance of accuracy and data.

Chairperson Tennis stated they were very sympathetic to Commissioner Schafer that it could potentially create more problems than it solved, plus the expense. Chairperson Tennis further stated they understood why the Controller wanted it, but that they would probably learn things they did not want to know.

Commissioner Cahill stated some people had job descriptions and skills that did not match at all, and that even if they did not get a raise, they would still be recognized for the work they had been doing, and maybe they could transfer to other departments.

Chairperson Tennis stated that Commissioner Cahill had worked in the public sector for a long time and maybe had a better idea of how it worked.

Commissioner Pawar asked how they justified the cost of this wage study, after the last wage study had not been implemented.

Chairperson Tennis stated the justification was the motion that was up for debate currently, as they had seen a huge number of reclassifications due to a rapidly changing workforce, and some semblance of information they could compare it to. Chairperson Tennis further stated it seemed as if they were shooting from the hip, as they needed reclassifications because they could not find people to fill the roles, and it resulted in people getting more money, but was unsure how necessary it was.

Chairperson Tennis stated this would give the Controller's Office a guideline for denying reclassifications as positions would meet the baseline criteria.

Commissioner Schafer asked when they had been doing the reclassifications, was there not a wage study that had been completed when the group came to them.

Todd described the process of reclassifications.

Commissioner Cahill stated sometimes they would look at qualifications and certifications, but was not sure how the County did it with points.

Todd stated the problem now was that reclassifications were based on how aggressive of an employee they were and how supportive their manager was, and that it was a dysfunctional system.

Chairperson Tennis stated they were talking about the unrepresented employees, but when you talked about the represented ones, it was a different ballpark.

Todd stated confirmation, and that it would get more complicated with represented employees.

THE MOTION TO ADD \$200,000 TO THE Z LIST TO OFFSET THE RECLASSIFICATION COSTS IN THE 2024 BUDGET YEAR CARRIED. **Yeas:** Cahill, Ruest, Schafer **Nays:** Pawar, Tennis **Absent:** Morgan, Trubac

Commissioner Schafer stated when they had visited with Adults with Developmental Disabilities in Mental Health Services, they had spoke to constituents with older children with developmental disabilities, that there had been a reduction of services. Commissioner Schafer further asked if anyone had any information or background.

Commissioner Ruest stated they had reevaluated a lot of cases to see if they needed the level of service and unfortunately, there had been a lot of cuts as there was no capacity to handle it. Commissioner Ruest further stated it was a State of Michigan issue and not a County issue as the State of Michigan requested and required that the service agencies to reevaluate how much time an individual needed.

Chairperson Tennis stated the State of Michigan changed the funding source for funding mental health to Medicaid eligible. Chairperson Tennis further stated that most services for developmentally disabled patients, like community placement, job training, and workshops were not medical, and more life, living and housing related.

Chairperson Tennis stated that every CMH in the State of Michigan had to reevaluate as they were no longer getting State funding. Chairperson Tennis further stated they had been able to use the Health Services millage to offset those cuts to CMH for about \$1.5 million, and that a lot of CMH's around the State were not allowed to do that, in addition to a reexamination of services and needs, and that happened within the last eight years.

Commissioner Ruest stated there was also a percentage of hours an individual could get, as the State of Michigan can only put in so many hours, and that the families had to cover the rest, and it was a complicated system.

Commissioner Pawar asked with the wage study, would it be possible to partner with another county to share the costs and resources.

Todd stated no, that the consultant had to go through the job descriptions and had to put the time in regardless.

MOVED BY COMM. CAHILL, SUPPORTED BY COMM. PAWAR, TO ADOPT THE FOLLOWING ITEMS ON THE CONTROLLER'S RECOMMENDED BUDGET, INCLUDING THE Z LIST ADDITIONS:

- a. Veteran Affairs
- b. Tri-County Aging Consortium
- c. Transportation Millage
- d. Potter Park Zoo
- e. Parks

- f. MSHN Substance Abuse
- g. Mid Michigan 2-1-1 Alliance
- h. Medical Examiner
- i. Medical Care Facility
- j. Housing Commission
- k. Health Department
- l. Fair
- m. Environmental Affairs Commission
- n. Department of Human Services
- o. Cooperative Extension
- p. Community Mental Health
- q. Community Agencies

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioners Morgan and Trubac.

2. Final Ranking

Chairperson Tennis provided an overview of final ranking. Chairperson Tennis asked the Committee to rank the Z List additions in order of priority, the result being:

1. \$100,000 TO THE Z LIST ALLOCATION TOWARDS COMMUNITY AGENCY SUPPORT
2. \$200,000 TO THE Z LIST TO OFFSET THE RECLASSIFICATION COSTS IN THE 2024 BUDGET YEAR.

CHAIRPERSON TENNIS STATED, WITHOUT OBJECTION, THE Z LIST RANKINGS WERE APPROVED. Absent: Commissioners Morgan and Trubac.

Announcements

Commissioner Ruest stated they wanted to go on the record for thanking the Capital Area Transportation Authority (CATA) as well as the Ingham County Medical Care Facility on Dobie Road as the Adult Foster Care (AFC) home had been demolished by a tornado on Thursday night August 24, 2023, and that CATA had busses out and ready to help transport patients that had been affected. Commissioner Ruest further stated that Dobie Road Facility stepped up and allowed those affected into the new wing and allowed the staff of the AFC to come out and care for their own patients.

Commissioner Ruest stated all individuals would be moving out into an alternate AFC home on Friday September 1, 2023, and that this was the best outcome they could have hoped for and that the State of Michigan and Ingham County had been helpful, with the facility being amazing to work with. Commissioner Ruest further stated there had been \$2 million in damages to the facility, and it was purely a miracle that no one had gotten hurt.

Chairperson Tennis commended Commissioner Ruest for looking for options over the weekend to assist patients and their families, and it was miraculous. Chairperson Tennis further stated it was great kudos for CATA and the Ingham County Medical Care Facility.

Commissioner Schafer stated the Ingham County Sheriff's Office had stepped up and was a huge help as I-96 was backed up with semi-trucks in the area and had been down for 24 hours. Commissioner Schafer further stated they had stepped up and rerouted traffic and they did an amazing job.

Commissioner Schafer stated Sergeant Boerkoel and Robert Dale had worked together to form a hub in Webberville off Noble Road. Commissioner Schafer further stated that DTE Energy had been there twice handing out ice and water, Aldi had donated supplies, donations and a food truck had been through and the people in the area had been without power since Wednesday, August 23, 2023.

Commissioner Schafer stated the Dietz Family Farm had been completely demolished, but that they were amazed that the family had come through untouched. Commissioner Schafer further stated that the community had stepped up, and had raised the bar on what true leadership was.

Commissioner Pawar stated they wanted to share their gratitude to the Board of Water and Light (BWL) and Consumer's Energy as they had stepped up by providing information in addition to passing out supplies in Grand Ledge. Commissioner Pawar further stated the Parks staff had closed the parks, but soon had them opened to the public so people could put their minds at ease.

Commissioner Pawar stated that what the Parks staff did was commendable, and that Unity in the Community was successful.

Discussion.

Commissioner Cahill stated they had been working with their staff on the storm in Lansing, Michigan since 10:00 p.m. Thursday night August 24, 2023 into Friday, August 25, 2023 at 3 p.m. by working 12 hour days on behalf of everyone. Commissioner Cahill further stated that wires were still down in a lot of spots, but could not provide answers as they had been working so hard they could not take a break to gather new information.

Commissioner Schafer stated this morning, August 28, 2023, Chairperson Sebolt had a State of Emergency letter signed by Gretchen Whitmer, State of Michigan Governor.

Chairperson Tennis stated they believed the letter had been approved today.

Discussion.

Public Comment:

Michele Strasz, Community Impact at United Way of South Central Michigan Director, would be glad to come back to do a presentation on the ALICE report, and how it is being addressed in the community.

Adjournment

The meeting was adjourned at 7:16 p.m.

SEPTEMBER 18, 2023 HUMAN SERVICES AGENDA

STAFF REVIEW SUMMARY

ACTION ITEMS:

The Deputy Controller is recommending approval of the following resolutions

4. Tri-County Office on Aging – *Resolution to Amend Resolution #22-605 to Authorize a Contract Amendment with Tri County Office on Aging for Elder Services Millage Eligible Services*

This resolution authorizes a 2023 contract amendment with Tri-County Office on Aging (TCOA) to utilize Elder Services Millage funds. The need for this additional funding is due largely to an increased need for home repairs. TCOA contracts through the Capital Area Housing Partnership for this service; there are currently 35 applications on a wait list. The contract amendment will not exceed \$686,255 from the Elder Services Millage, and sufficient funds are available from the Elder Services Millage fund balance.

5. Michigan Rehabilitation Services – *Resolution to Authorize a Cooperative Cash Match Agreement with Michigan Rehabilitation Services*

This resolution authorizes Ingham County to act as the fiduciary pass-through agency in a cash match agreement with Michigan Rehabilitation Services (MRS) to provide vocational guidance and counseling, employment related training and transportation, and placement supports to individuals with disabilities who are eligible for MRS services. Match funding is provided by Peckham, Inc. The agreement will not exceed \$233,333 (\$63,000 local match). The agreement with Michigan Rehabilitation Services will be for the time period of October 1, 2023 through September 30, 2024.

6. Parks Department

- a. *Resolution Modifying the Ordinance to Adopt Rules and Regulations for the Parks and Zoo under the Jurisdiction of Ingham County, Michigan, and to Establish Penalties for Violations*

This resolution modifies the Parks rules ordinance to include “service animals in-training” in the section regarding service animals.

- b. *Resolution to Authorize the Ingham County Parks Department to Accept a Donation from Mr. and Mrs. Hayhoe for Naming Rights (Hayhoe Trail) to the Final Connector of the Mason to Delhi Non-Motorized Trail*

This resolution accepts a monetary gift of \$250,000 from Mr. and Mrs. Richard Hayhoe for the naming rights (Hayhoe Trail) to the final connector leg of the Mason to Delhi non-motorized trail.

- c. *Resolution to Amend and Extend the Agreement with the Friends of the Ingham County Parks*

This resolution extends the agreement with the Friends of Ingham County Parks (FOICP) by 3 years, and provides a revenue split. The Ingham County Parks will receive the amount of the current annual non-resident fee at the time of the sale of the pass. FOICP will receive the difference between the \$100 Park Patron pass and the amount of the current annual non-resident fee.

- d. *Resolution to Authorize the Acceptance of the Project Agreement for a Land and Water Conservation Fund Grant #LW26-01880 for Lake Lansing Park North Accessible Trail Improvements*

This resolution authorizes the acceptance of a project agreement for a \$500,000 Land and Water Conservation Fund Grant for accessibility improvements at Lake Lansing Park. The project at Lake Lansing Park North includes removal/replacement of existing boardwalk, improvement of the path for Americans with Disabilities Act (ADA) accessibility with crushed stone surface, mile markers, and amenities.

e. *Resolution to Authorize the Acceptance of the Project Agreement for a Michigan Natural Resources Trust Fund Grant #TF22-0076*

This resolution authorizes the acceptance of the project agreement for a \$300,000 Michigan Natural Resources Trust Fund grant. The project will include the following improvements: 4,900 linear footage of trail in Lake Lansing Park North with crushed stone path to connect the existing trails in the park with the Americans with Disabilities Act (ADA) accessible route to the MSU to Lake Lansing Trail.

f. *Resolution to Authorize the Acceptance of the Project Agreement for a Michigan Natural Resources Trust Fund Grant #TF22-0077*

This resolution authorizes the acceptance of the project agreement for the Michigan Natural Resources Trust Fund. Ingham County Parks successfully received this \$300,000 grant from the Michigan Department of Natural Resources (MDNR) for accessibility improvements at Hawk Island Park. The project will include the following improvements: replace 380 LF of boardwalk at Hawk Island Park with new floating boardwalk near the beach, the final phase of boardwalk replacement around the lake.

7. *Health Department*

a. *Resolution to Accept Department of Justice Grant*

This resolution accepts funding from the U.S. Department of Justice for the Fiscal Year 2023-2025 Byrne Justice Assistance (BJA) project designated as funding under the Consolidated Appropriations Act, 2023 (Public Law 117-328) in an amount not to exceed \$500,000. This funding supports the Advance Peace initiative in Ingham County. Specifically, this funding will support one project support staff employed at ICHD. Additional staff will be recruited and hired under this grant and be employed by Michigan Public Health Institute (MPHI).

b. *Resolution to Authorize a Contract with Michigan Public Health Institute for Distribution of the Department of Justice Assistance Grant*

This resolution authorizes expenditure of funding from the U.S. Department of Justice (DOJ) for a Fiscal Year 2023-2025 Byrne Justice Assistance (BJA) project designated for funding under the Consolidated Appropriations Act, 2023 (Public Law 117-328) in an amount not to exceed \$358,062 via a contract to Michigan Public Health Institute (MPHI). This funding supports the Advance Peace initiative in Ingham County. Specifically, this funding will allow MPHI to recruit and hire staff. This agreement is effective July 1, 2023 through February 28, 2025 or until MPHI ceases to be the local operator for Advance Peace Ingham County, whichever occurs first.

c. *Resolution to Authorize an Agreement with Capital Regional Housing Collaborative*

This resolution authorizes an agreement with the Capital Regional Housing Collaborative (CRHC) in an amount not to exceed \$14,000 effective August 1, 2023 through September 30, 2023. Funds from CRHC will support the development of a new strategic plan focused on reducing and preventing homelessness in Ingham County.

d. *Resolution to Authorize Amendment #4 to the 2022-2023 Agreement with the Michigan Department of Health and Human Services for the Delivery of Public Health Services under the Master Agreement*

This resolution authorizes the 4th amendment to the agreement with the State of Michigan for 2023. The financial impact of this increased support will increase the FY 2023 grant agreement from \$7,496,438 to \$7,536,295 and increase of \$39,857. The revised resolution makes the following specific changes to the budget:

SDOH Planning: increase of \$14,000 from \$50,000 to \$64,000

Tuberculosis (TB) Control: increase of \$2,857 from \$3,494 to \$6,351

Accelerator Community Engagement: increase of \$10,000 from \$0 to \$10,000

Integrating MPOX into STI Clinics: increase of \$6,500 from \$0 to \$6,500

MPOX Mobile Unit: increase of \$6,500 from \$0 to \$6,500

e. *Resolution to Accept Ryan White Part D Supplemental Funds from the Health Resources and Services Administration*

This resolution accepts the Ryan White Part Supplemental Funding Award from the Health Resources and Services Administration (HRSA) for an amount not to exceed \$150,000 effective August 1, 2023 through July 31, 2024.

f. *Resolution to Accept Fiscal Year 2024 Child and Adolescent Health Center Program Funds*

This resolution accepts \$825,000 in funding from the Child and Adolescent Health Center (CAHC) program to be used for promoting the health of children, adolescents, and their families by providing important primary, preventative, and early intervention health care services effective October 1, 2023 through September 30, 2024. This funding will support continued operations of the Ingham County Health Department's (ICHHD's) school-based and school-linked health centers.

g. *Resolution to Authorize an Agreement with Accredo Health Group, Inc., ESI Mail Pharmacy Services, Inc. and Express Scripts Pharmacy, Inc.*

This resolution authorizes entering into an agreement with Accredo Health Group, Inc., ESI Mail Pharmacy Services, Inc. and Express Scripts Pharmacy, Inc. for participation in the 340B drug discount program, effective October 1, 2023 through September 30, 2026 with one-year autorenewals thereafter.

h. *Resolution to Authorize an Agreement with Redhead Design Studio for an HIV Anti-Stigma Mass Media Campaign*

This resolution authorizes an agreement with Redhead Design Studio for an HIV anti-stigma and prevention education campaign, effective September 1, 2023, through June 30, 2024 in an amount not to exceed \$24,000. Funds for this agreement are included in the budget.

i. *Resolution to Authorize an Agreement with Davenport University for Team Building & Coaching Services*

This resolution authorizes an agreement with Davenport University for a seven-hour team building session, and six hours of coaching services, effective October 1, 2023 through May 31, 2024 in an amount not to exceed \$8,100. Funds for this agreement are included in the budget.

j. *Resolution to Authorize an Agreement with RxStrategies, Inc.*

This resolution authorizes entering into an agreement with RxStrategies to utilize its third-party administrative services for the 340B drug discount program, effective October 1, 2023 through September 30, 2026, with one-year auto-renewals thereafter.

k. *Resolution to Authorize an Agreement with US Workvan Inc.*

This resolution authorizes an agreement with US Workvan Inc. to complete repairs on the Health Department's Mobile Health Unit, effective October 1, 2023 to September 30, 2024 in an amount not to exceed \$15,000. Funding for this agreement is provided through MDHHS.

OTHER ITEMS:

1. *Interviews – Department of Health and Human Services Board*
2. *Medical Care Facility – Update*
3. *Fairgrounds – Fairgrounds Master Plan (presentation)*

Agenda Item 4

TO: Board of Commissioners Human Services and Finance Committees
FROM: Jared Cypher, Deputy Controller
DATE: September 5, 2023
SUBJECT: Resolution Authorizing an Amendment to the Elder Services Millage Contract with TCOA
For the meeting agendas of December 5 and December 7

BACKGROUND

This resolution authorizes a 2023 contract amendment with Tri-County Office on Aging (TCOA) to utilize Elder Services Millage funds as outlined in the attached memorandum.

ALTERNATIVES

There is currently a waitlist for TCOA services and the 60 and older population in Ingham County is growing. TCOA already has the structure in place to address the needs of the 60 and over population. The County could attempt to provide the service in-house, or contract with another entity, but TCOA is best poised to provide the services safely and efficiently.

FINANCIAL IMPACT

The contract amendment will not exceed \$686,255 from the Elder Services Millage, and sufficient funds are available from the Elder Services Millage fund balance.

STRATEGIC PLANNING IMPACT

This resolution supports the long-term goals of Promoting Accessible Healthcare and Meeting Basic Needs.

OTHER CONSIDERATIONS

None.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to support an Elder Services Millage contract amendment with TCOA.

August 28, 2023

To: Jared Cypher, Deputy Controller

From: Andrea Radel, MBA, Executive Director

Re: 2023 TCOA Projected Expenses – Ingham County Elder Services Millage

Per your request, the 2023 Tri County Office on Aging (TCOA) Projected Expenses for the Ingham County Elder Services Millage funds are as follows:

2023 Millage Contract with TCOA	\$2,543,745
TCOA Expenses (Projected)	- \$2,160,000
CAHP – Home Repairs (Projected) (contract with TCOA)	- <u>\$1,070,000</u>
TCOA - Additional funds needed for 2023	\$ (686,255)

A snapshot of some millage funded activities during 2023:

- The contract with Capital Area Housing Partnership (CAHP) is in place to provide permanent improvements and repairs to extend the life of the homes and improve the quality of life and safety of older persons in the Ingham County service area. Funds are not utilized to construct new homes. There are additional referrals for 2023 that TCOA has placed on hold with CAHP, estimated at \$450,000 (not included in the projected costs for 2023). Additionally, 35 home repair requests have been placed on a waiting list to date with that list growing daily. Home repair and chore services were provided to 207 individuals in 2022, and the number is already at 178 for just the first half of 2023. Because of the high demand and cost of home repairs, we anticipate that the rate of demand will far exceed our ability to fund these projects at the same rate in future years if funding remains unchanged. That said, we are evaluating this service to better define eligibility parameters, establish an application and plan to focus on emergency repairs only going forward. We are actively engaged with CAHP regarding this.
- The COVID Emergency Rental Assistance (CERA), which ended September 20, 2022, created an unintended crisis among those who had grown reliant upon these funds for rent and utilities. In 2022, millage funds prevented 125 evictions and utility shut-offs (a 400% increase from 2021) and that number has been surpassed by mid-year 2023, at 148. We have paused this service but we continue to receive a high volume of calls for assistance. While we intend to implement new parameters for managing these requests going forward, the need for crisis assistance is clear and not expected to decrease.

- TCOA has experienced a significant increase in referrals from other community agencies, including housing agencies. The Ingham County Elder Services millage, which was initially viewed as “funding of last resort” has become the go-to source for seniors in crisis, as other funds were exhausted. The same is true for local home repair funding. TCOA is not a housing agency but word was spreading that TCOA had housing money available for crisis situations so there was a steady flow of individuals contacting TCOA. The rapid growth in requests for millage services has forced TCOA to pause these efforts while we work on ensuring adequate funding is available and to establish an application process.
- TCOA has begun the needs assessment process in an effort to capture the current needs of the Ingham County seniors. We look forward to engaging with Ingham County through this process.

We appreciate your time and support. Please let us know if there is anything additional needed from us.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AMEND RESOLUTION #22-605 TO AUTHORIZE A CONTRACT AMENDMENT
WITH TRI COUNTY OFFICE ON AGING FOR ELDER SERVICES MILLAGE
ELIGIBLE SERVICES**

WHEREAS, Resolution #22 – 605 authorized a contract with Tri County Office on Aging (TCOA) for services provided to Ingham County residents, funded by the elder services millage; and

WHEREAS, high demand and cost of home repairs has caused 35 home repair requests to be put on a wait list; and

WHEREAS, TCOA is experiencing a high volume of calls for crisis assistance with rent and utilities, and the need for crisis assistance is clear and not expected to decrease; and

WHEREAS, TCOA has experienced a significant increase in referrals from other community agencies, including housing agencies; and

WHEREAS, TCOA is requesting an additional \$686,255 to address these increased service demands in 2023.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners amends Resolution #22 – 605 to authorize a contract amendment not to exceed an additional \$686,255 with Tri-County Office on Aging (TCOA) for services provided to Ingham County residents for the period of January 1, 2023 through December 31, 2023.

BE IT FURTHER RESOLVED, that funds for this contract with TCOA will come from the Elder Services Millage.

BE IT FURTHER RESOLVED, that all other terms and conditions of Resolution #22-605 remain in effect.

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

Agenda Item 5

TO: Board of Commissioners Human Services and Finance Committees
FROM: Jared Cypher, Deputy Controller
DATE: September 5, 2023
SUBJECT: Cash Match Agreement with Michigan Rehabilitation Services
For the meeting agendas of September 18 and September 20

BACKGROUND

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

ALTERNATIVES

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

FINANCIAL IMPACT

The agreement will not exceed \$233,333 (\$63,000 local match). The agreement with Michigan Rehabilitation Services will be for the time period of October 1, 2023 through September 30, 2024.

STRATEGIC PLANNING IMPACT

This resolution supports the long-term objective of meeting basic needs.

OTHER CONSIDERATIONS

None.

RECOMMENDATION

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

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A COOPERATIVE CASH MATCH AGREEMENT WITH
MICHIGAN REHABILITATION SERVICES**

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

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

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

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

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

WHEREAS, MRS wishes to enter into other, similar cash match agreements.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a cash match agreement not to exceed \$233,333 (\$63,000 local match) with Michigan Department of Health and Human Services – Michigan Rehabilitation Services to provide vocational guidance and counseling, employment related training and transportation, placement supports and supported employment services to individuals with disabilities who are eligible for MRS services.

BE IT FURTHER RESOLVED, that this agreement is contingent upon the execution of agreements with Peckham Inc., to provide Ingham County's local match portion (\$63,000), and no county funds will be used for this purpose.

BE IT FURTHER RESOLVED, that the term of the agreements shall be October 1, 2023 through September 30, 2024.

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 and approved as to form by the County Attorney.

TO: Board of Commissioners Human Services Committee
FROM: Tim Morgan, Parks Director
Cynthia Wagner, Zoo Director
DATE: September 5, 2023
SUBJECT: Modified Park and Zoo Rules and Regulations
For the meeting agenda of September 18, 2023 Human Services Committee

BACKGROUND

It is the consensus of the Ingham County Parks Commission and Potter Park Zoo Board that this modification of the Ordinance establishing the park and zoo rules and regulations is necessary to maintain an orderly and pleasant environment for park and zoo visitors. This resolution will modify the ordinance establishing Park Rules and Regulations. The Park and Zoo Rules and Regulations take effect when signed by the Board Chairperson, certified by the County Clerk, and notice of its adoption is published in a newspaper of general circulation in the County. Park and Zoo Rules and Regulations draft copies available online https://parks.ingham.org/about/faq_regulations.php.

ALTERNATIVES

Leave the rules as is.

FINANCIAL IMPACT

There is no financial impact to the Ingham County Parks or Potter Park Zoo.

STRATEGIC PLANNING IMPACT

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

OTHER CONSIDERATIONS

The Parks & Recreation Commission supported this resolution with the passage of a motion at their August 14, 2023 meeting. The Potter Park Zoo Advisory Board supported this resolution with the passage of a motion at their July 12, 2023 meeting.

RECOMMENDATION

Based on the information presented, in cooperation with the Potter Park Zoo staff, I respectfully recommend approval of the resolution authorizing the resolution modifying the Ordinance establishing the Park and Zoo Rules and Regulations.

Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION MODIFYING THE ORDINANCE TO ADOPT RULES AND
REGULATIONS FOR THE PARKS AND ZOO UNDER THE JURISDICTION
OF INGHAM COUNTY, MICHIGAN, AND TO ESTABLISH PENALTIES
FOR VIOLATIONS**

WHEREAS, the Rules and Regulations have been reviewed for operational accuracy; and

WHEREAS, it is the consensus of the Ingham County Parks Commission and Potter Park Zoo Board that this modification of the ordinance establishing the Park and Zoo Rules and Regulations is necessary to maintain an orderly and pleasant environment for park and zoo visitors.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes modifying the ordinance adopting the existing Ingham County Park Rules and Regulations to expand Section 7 to include service animals in-training.

BE IT FURTHER RESOLVED, that the Controller/Administrator's Office shall publish notice of the adoption of this amendment in a newspaper of general circulation in the County.

BE IT FURTHER RESOLVED, that the amended ordinance shall take effect when notice of its adoption is published in a newspaper of general circulation in the County.

Agenda Item 6b

TO: Board of Commissioners Human Services & Finance Committees
FROM: Tim Morgan, Parks Director
DATE: September 5, 2023
SUBJECT: Authorization for the Ingham County Parks Department to accept a donation for naming rights to the Holt to Mason Trail
For the meeting agenda of September 18, 2023 Human Services and September 20, 2023 Finance

BACKGROUND

Mr. and Mrs. Richard Hayhoe would like to pledge \$250,000 to Ingham County for naming rights (Hayhoe Trail) to the final connector leg of the Mason to Delhi non-motorized trail also known as the Holt to Mason Phase 2 Feasibility Study.

ALTERNATIVES

To not accept the donation from Mr. and Mrs. Richard Hayhoe offered to the Ingham County Parks Department.

FINANCIAL IMPACT

Donation of \$250,000.

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of striving to make facilities and services user-friendly, specifically Section A. 1(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 August 14, 2023 meeting.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution authorizing the Ingham County Parks Department to accept a donation from Mr. and Mrs. Richard Hayhoe for naming rights (Hayhoe Trail) to the final connector of the Mason to Delhi non-motorized trail.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE THE INGHAM COUNTY PARKS DEPARTMENT
TO ACCEPT A DONATION FROM MR. AND MRS. HAYHOE FOR NAMING RIGHTS (HAYHOE
TRAIL) TO THE FINAL CONNECTOR OF THE MASON TO DELHI NON-MOTORIZED TRAIL**

WHEREAS, the Ingham County Parks provides recreational opportunities for constituents; and

WHEREAS, the community may wish to make donations to Ingham County Parks; and

WHEREAS, Mr. and Mrs. Richard Hayhoe would like to pledge \$250,000 to Ingham County for naming rights (Hayhoe Trail) to the final connector leg of the Mason to Delhi non-motorized trail also known as the Holt to Mason Phase 2 Feasibility Study; and

WHEREAS, the trail would be called the Hayhoe Trail; and

WHEREAS, Mr. and Mrs. Richard Hayhoe's pledge specifically names the dollars be used toward the construction of the Hayhoe Trail and will be fulfilled with half (\$125,000) in December of 2023, and half (\$125,000) in December 2024; and

WHEREAS, if, for any reason, the Hayhoe Trail project is not constructed, the contribution will be returned to Mr. and Mrs. Richard Hayhoe.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the Parks Department to accept a monetary gift from Mr. and Mrs. Richard Hayhoe for the naming rights (Hayhoe Trail) to the final connector leg of the Mason to Delhi non-motorized trail.

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

TO: Board of Commissioners Human Services Committee
FROM: Tim Morgan, Parks Director
DATE: September 5, 2023
SUBJECT: Amendment and Extension to the Agreement with the Friends of Ingham County Parks
For the meeting agenda of 9/18/23 Human Services Committee & 9/20/23 Finance

BACKGROUND

In 2018, the Ingham County Parks and the Friends of Ingham County Parks (FOICP) entered into an Agreement to sell Park Patron passes, a fundraising program. This fundraising program allows the Ingham County Parks to collect the amount of the current annual non-resident fee at the time of the sale and the Friends of Ingham County Parks (FOICP) collecting the remainder of the \$100 Park Patron pass.

At the time of the expiration of the Agreement, some updates have been made to the Agreement (see attached) updates.

ALTERNATIVES

Leave the Agreement as is and just extend the agreement.

FINANCIAL IMPACT

The price of the Park Patron pass is \$100. This revenue is collected by the Parks Department. The Agreement with the Friends of Ingham County Parks provides a revenue split. The Ingham County Parks will receive the amount of the current annual non-resident fee at the time of the sale of the pass. The Friends of the Ingham County Parks (FOICP) will receive the difference between the \$100 Park Patron pass and the amount of the current annual non-resident fee.

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 Parks & Recreation Commission supported this resolution with the passage of a motion at their August 14, 2023 meeting.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the resolution authorizing the Amendment and Extension to the Agreement with Friends of the Ingham County Parks.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AMEND AND EXTEND THE AGREEMENT WITH THE
FRIENDS OF THE INGHAM COUNTY PARKS**

WHEREAS, the Ingham County Parks and the Friends of the Ingham County Parks entered into an Agreement to sell Park Patron passes, a fundraising program in 2018; and

WHEREAS, the fundraiser program allows the Ingham County Parks to collect the amount of the current annual non-resident fee at the time of the sale and the Friends of Ingham County Parks (FOICP) collecting the remainder of the \$100 Park Patron pass; and

WHEREAS, the Park Patron pass works in the same manner as the park's department annual pass and provides entry into the Ingham County Parks for one calendar year.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes an amendment to eliminate reference to a decal, and to establish a revenue split between the County and the FOICP of 42% County and 58% FOICP, with the annual non-resident fee being established by the County.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes an extension of the agreement by an additional five (5) years.

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

TO: Board of Commissioners Human Services & Finance Committees
FROM: Tim Morgan, Parks Director
DATE: September 5, 2023
SUBJECT: Lake Lansing Park North Boardwalk/Trail Improvements Grant #LW26-01880
For the meeting agenda of September 18, 2023 Human Services and September 20, 2023 Finance

BACKGROUND

Resolution #22-110 authorized the submittal of a Land and Water Conservation Fund Application. The Land and Water Conservation Fund recommended this project for funding. This resolution authorizes the acceptance of the attached project agreement for the grant as Ingham County Parks successfully received this grant.

Attached is the project agreement, a boundary map of the project area, and a legal description. The project at Lake Lansing Park North includes removal/replacement of existing boardwalk, improvement of the path for Americans with Disabilities Act (ADA) accessibility with crushed stone surface, mile markers, 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 the grant will be awarded in the amount of \$500,000. The Trails and Parks Millage financial commitment is \$307,500 (includes topographic survey) from line item 228-62800-967000-TR088 previously approved by Resolution #20-562 and \$200,000 will be transferred from the Trails and Parks Millage fund balance for a total project amount of \$1,007,500.

This resolution authorizes the Controller/Administrator to transfer the following project amounts of \$500,000 from the Michigan Department of Natural Resources to be available in line item 228-62800-967000-TR088 and transfer \$200,000 from the Trails and Parks Millage fund balance into line item 228-62800-967000-TR088.

STRATEGIC PLANNING IMPACT

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

OTHER CONSIDERATIONS

The Parks & Recreation Commission supported this resolution with the passage of a motion at their August 14, 2023 meeting.

RECOMMENDATION

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



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

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

This Agreement is between **Ingham County** in the county of **Ingham County**, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 703 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended. The GRANTEE has been approved by the DEPARTMENT and the United States Department of the Interior, National Park Service ("SERVICE") to receive a grant. In Public Act **166** of **2022**, the Legislature appropriated funds to the DEPARTMENT for a Land and Water Conservation Fund (LWCF) grant to the GRANTEE. The Federal Award Date is 06/14/2023 and the Federal Award ID Number for these funds is P23AP00643.

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 Number:** 26-01880

Amount of grant: \$500,000.00 50% **PROJECT TOTAL:** \$1,000,000.00

Amount of match: \$500,000.00 50%

Start Date: Date of Execution by DEPARTMENT **End Date:** 06/30/2026

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 **08/30/2023**, 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]: Ryan Sebolt

Title: Chairperson, Ingham County Board of Commissioners

Organization: County of Ingham

RG1PCXBFMX33

Unique Entity Identifier

CV0048161 63

SIGMA Vendor Number SIGMA Address ID

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED

By: _____

Grants Section Manager

Date of Execution by DEPARTMENT

Phone: 517-284-7268

Email: dnr-grants@michigan.gov

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

Tim Morgan, Director

Name/Title

Ingham County, Parks Department

Organization

121 E. Maple St.

Address

Mason, MI 48854

Address

517-676-2233

Telephone Number

tmorgan@ingham.org

E-mail Address

DEPARTMENT CONTACT

LWCF Grant Program Manager

Name/Title

Grants Management/DNR Finance & Operations

Organization

525 W. Allegan Street, Lansing, MI 48933

Address

P.O. Box 30425, Lansing, MI 48909

Address

517-284-7268

Telephone Number

DNR-Grants@michigan.gov

E-mail Address

2. The legal description of the project area, boundary map of the project area, the development grant application bearing the number **26-01880** uploaded to MiGrants. The Agreement together with the referenced documents in MiGrants and Appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. Grant funds are made available to the GRANTEE through a grant by the SERVICE to the DEPARTMENT.
4. The budget period of performance allowed for project completion is from **07/01/2023** through **06/30/2026**, 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.
5. The words "project area" shall mean the land and area described in the uploaded legal description and boundary map already referenced as being a part of the project file.
6. The words "project facilities" shall mean the following individual components, as further described in the application.

Bench(es)
Boardwalk
Landscaping
Signage
Trail 8' wide or more
Permit Fees
7. The award is not for Research and Development.
8. The DEPARTMENT will:

- a. grant to the GRANTEE a sum of money equal to **Fifty Percent (50%)** of **One Million dollars (\$1,000,000.00)**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Five Hundred Thousand dollars (\$500,000.00)** which is the total amount obligated by this action.
- b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
 - i. Payments will be made on a reimbursement basis at **Fifty Percent (50%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
 - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiGrants website which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, EFTs and/or list of volunteer labor and/or force account time and attendance records.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
 - iv. Final payment will be released pending satisfactory project completion as determined by the DEPARTMENT and completion of a satisfactory audit.

9. The GRANTEE will:

- a. immediately make available all funds required to complete the project and to **Five Hundred Thousand dollars (\$500,000.00)** in local match. This sum represents **Fifty Percent (50%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE. The indirect rate for this award is zero because it has been waived by the GRANTEE.
- b. Follow the requirements of 2 CFR 200.92 Subaward; 200.101 Applicability; 200.332 Requirements for pass through entities; and 2 CFR 200.318 - 200.327 Procurement Standards.
- c. For infrastructure projects, comply with the Build America, Buy America (BABA) Act. All of the iron, steel, manufactured products, and construction materials used in the project must be produced in the United States. For further information, refer to the Development Procedures Booklet.
- d. with the exception of section 106 consultation and engineering costs as provided for in Section 9 incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications, and bid documents.
- e. 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, which must include reference of the BABA Act for infrastructure project, as noted in our Development Procedure's Booklet.
 - ii. Within 180 days of execution of this Agreement and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and to submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with

Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.

- vii. Bury all overhead utility lines.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- f. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, and as appropriate the SERVICE, to regulate the use thereof to the satisfaction of the DEPARTMENT, and as appropriate the SERVICE, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
 - g. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Membership or annual permit systems are prohibited, except to the extent that differences in admission and other fees may be instituted based on residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities
 - h. adopt ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certify copies of all ordinances and/or resolutions adopted for these purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - i. 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.
 - j. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT may reasonably require.
 - k. 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.
 - l. erect and maintain a sign on the park entry sign of the property which designates this project as one having been constructed with assistance from the Land and Water Conservation Fund. The size, color, and design of this sign shall be in accordance with DEPARTMENT and SERVICE specifications.
 - m. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the LWCF signs erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
10. Only eligible costs and expenses incurred toward completion of the project facilities during the project period shall be considered for reimbursement under the terms of this Agreement. Eligible section 106 consultation expenses incurred prior to the issue of this agreement and eligible engineering costs incurred toward completion of the project facilities in the six months preceding the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
11. 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 9/30/2026**. If the GRANTEE fails to submit a complete final request for reimbursement by this date, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
12. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes pursuant to this Section may also require prior approval of the SERVICE.
13. 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.
14. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, or disability.
15. Unless an exemption has been authorized by the DEPARTMENT, and as appropriate the SERVICE, pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: (a) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (b) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests.
16. 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.
17. None of the project area nor any of the project facilities constructed under this Agreement shall be wholly or partially conveyed during the life of the project, either in fee or otherwise or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT and the SERVICE.
18. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
 - a. The GRANTEE agrees that the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and the SERVICE and implementation of mitigation approved by the DEPARTMENT and the SERVICE, including, but not limited to, replacement with land of equal or greater recreational usefulness and market value.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT and the SERVICE.
 - c. Before completion of the project, the GRANTEE, the DEPARTMENT and the SERVICE may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
19. Should title to the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of at least equal or greater market value, and of equal or greater usefulness and locality. The DEPARTMENT and the SERVICE shall approve such replacement only upon such conditions as it deems necessary to assure the substitution of GRANTEE of other outdoor recreation properties and project facilities of at least equal or greater market value and of equal or greater usefulness and location. Such replacement shall be subject to all the provisions of this Agreement.
20. The GRANTEE acknowledges that:
 - a. The GRANTEE has examined the project area and that it has found the property to be safe for public use or that

- action will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
- b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
 - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing the project site.
21. 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.
22. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan or the federal government to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
23. 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.
24. 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.
25. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts any of them may be liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
26. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT or the SERVICE to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
27. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or specific rights, including appurtenant riparian rights, of any lands connected with or affected by this project.
28. 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.
29. Failure by the GRANTEE to comply any of the provisions of this Agreement shall constitute a material breach of this Agreement.

30. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:
- Terminate this Agreement; and/or
 - Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - Withhold action on all pending and future grant applications submitted by the GRANTEE under the Land and Water Conservation Fund, the Michigan Natural Resources Trust Fund and the Recreation Passport Grant Program; and/or
 - Require the GRANTEE to pay penalties or perform other acts of mitigation or compensation as directed by the DEPARTMENT or the SERVICE; and/or
 - Require repayment of grant funds paid to GRANTEE; and/or
 - Require specific performance of the Agreement.
31. 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.
32. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and net increase in the quality of public recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
33. 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.
34. 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.
35. 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.
36. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT, and as appropriate, the SERVICE.
37. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

SAMPLE RESOLUTION
(Development)

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

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

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

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)

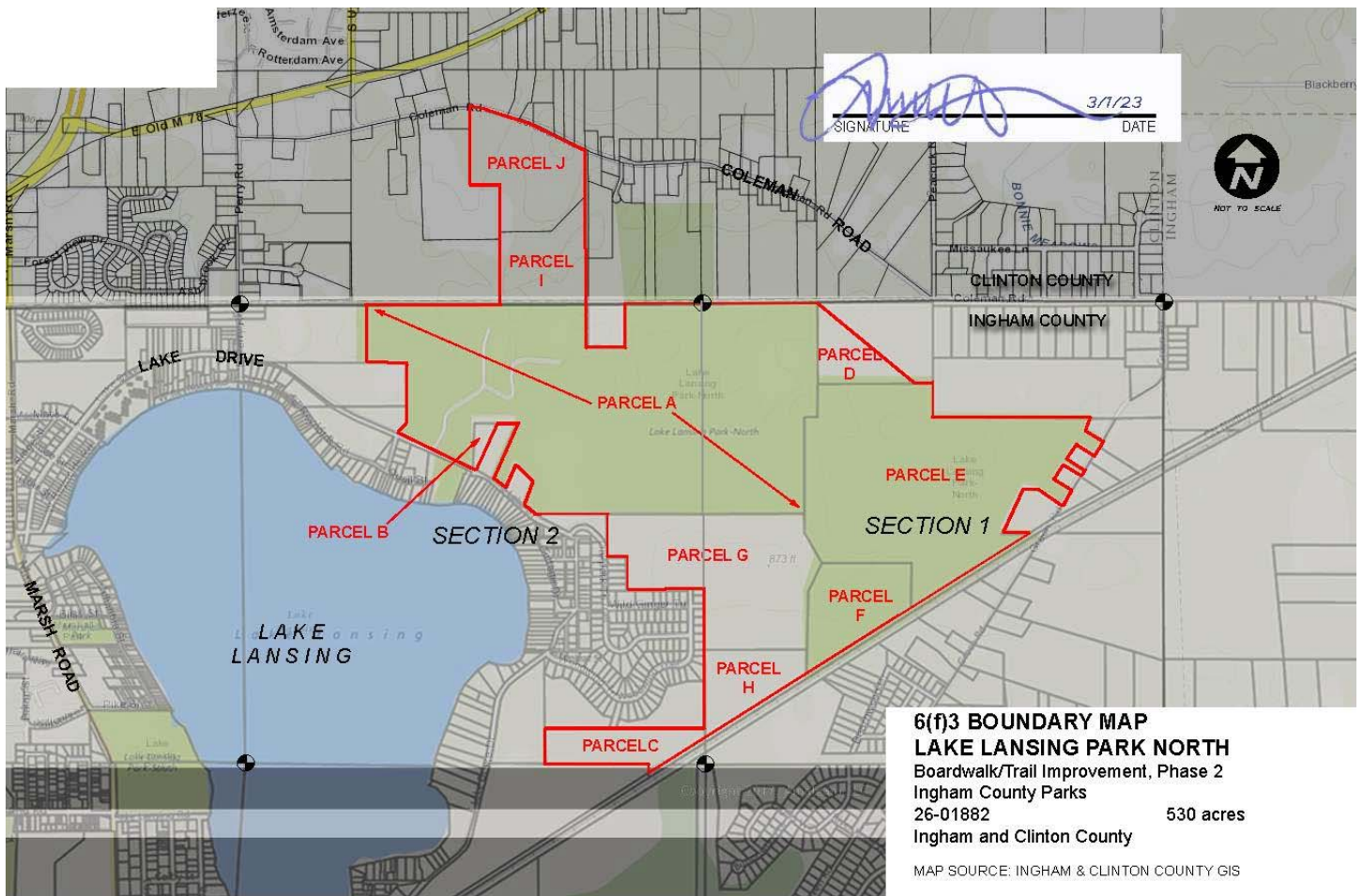
) ss

COUNTY OF _____)

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

Signature

Title



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

Parcel A:

(L1659 P1061, Snell Foundation to Ingham County, 11/19/87)

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:

(L3398 P958, Pine Lakes to Ingham County, 10/11/10)

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,

26-01880, Legal Description, Page 1 of 3

**Lake Lansing North Park
Boardwalk / Trail Improvements**

Ingham County

Source: Ingham County & Clinton County GIS

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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:

(L3398 P958, Pine Lakes to Ingham County, 10/11/10)

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,

Parcel G:

(L3398 P958, Pine Lakes to Ingham County, 10/11/10)

26-01880, Legal Description, Page 2 of 3

**Lake Lansing North Park
Boardwalk / Trail Improvements**

Ingham County

Source: Ingham County & Clinton County GIS

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

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:

(L3398 P958, Pine Lakes to Ingham County, 10/11/10)

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:

(L369 P678, Albert White to Ingham County, 11/7/79)

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:

(L375 P702, Albert White to Ingham County, 12/21/79)

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

26-01880, Legal Description, Page 3 of 3

**Lake Lansing North Park
Boardwalk / Trail Improvements**
Ingham County

Source: Ingham County & Clinton County GIS
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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 LAND AND WATER CONSERVATION FUND GRANT #LW26-01880 FOR LAKE LANSING PARK NORTH ACCESSIBLE TRAIL IMPROVEMENTS

WHEREAS, the Michigan Department of Natural Resources has approved the grant request in the total amount of \$500,000 for the grant application titled Lake Lansing Park North boardwalk replacements #26-01880 to the Michigan Natural Resources Land and Water Conservation Fund for accessibility improvements, located in Haslett; and

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

WHEREAS, Board of Commissioners Resolution #20-562 previously authorized \$307,500 for this project in line item 228-62800-967000-TR088 for the financial commitment; and

WHEREAS, the above amount of \$307,500 includes other funds, not grant eligible, in the amount of \$7,500 for a topographical survey (the total topographical amount is \$15,000 for the total project and the other half in the amount of \$7,500 was authorized in Board of Commissioners Resolution #22-433 for trust fund grant #TF21-0057); and

WHEREAS, Board of Commissioners Resolution #21-167 authorized an additional commitment of \$200,000 for the remainder of the financial commitment.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners, Ingham County, Michigan, does hereby accept the terms of the Agreement for Grant #26-01880 for accessibility improvements at Lake Lansing Park 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 five hundred seven thousand and five hundred (\$507,500) 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 \$500,000 from the Michigan Department of Natural Resources in line item 228-62800-967000-TR088.

BE IT FURTHER RESOLVED, a financial commitment of \$307,500 will come from the Trails and Parks Millage line item 228-62800-967000-TR088 previously approved by Resolution #20-562.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to transfer the additional \$200,000, previously authorized by Resolution #21-167, for the remainder of the financial commitment from the Trails and Parks Millage fund balance into line item 228-62800-967000-TR088.

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

TO: Board of Commissioners Human Services & Finance Committees
FROM: Tim Morgan, Parks Director
DATE: September 5, 2023
SUBJECT: Lake Lansing North: Internal MSU to Lake Lansing Trail Connector #TF22-0076
For the meeting agenda of 9/18/23 Human Services and 9/20/23 Finance

BACKGROUND

Resolution #22-112 authorized the submission of a Michigan Natural Resources Trust Fund Grant #22-0076 for accessibility improvements at Lake Lansing Park North and Resolution #22-265 authorized the local match. 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: 4,900 linear footage of trail in Lake Lansing Park North with crushed stone path to connect the existing trails in the park with the Americans with Disabilities Act (ADA) accessible route to the MSU to Lake Lansing Trail.

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 the grant will be awarded in the amount of \$300,000. This resolution authorizes the Controller/Administrator to transfer the project amount of \$300,000 from the MDNR and \$315,000 (which includes \$15,000 for topographic survey) from Trails and Parks Millage Funding to be available in line item 228-62800-967000-TR113 for a total project cost of \$615,000.

Resolution #22-265 previously authorized \$315,000 for the match for this project in line item 228-62800-967000-TR113.

Other funds, not grant eligible, will be required to complete the project including a topographical survey in the amount of \$15,000. 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 March 13, 2023 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 **119 of 2023**, 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: MSU to Lake Lansing Connector Trail, Lake Lansing Park North Project #: TF22-0076

Grant Amount: \$300,000.00 50% PROJECT TOTAL: \$600,000.00

Match Amount: \$300,000.00 50%

Start Date: Date of Execution by DEPARTMENT End Date: 08/31/2025

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 10/06/2023 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 **TF22-0076** 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 **08/07/2023** through **08/31/2025**, 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)
 - Bike Rack(s)
 - Landscaping
 - Signage
 - Trail 8' wide or more
6. The DEPARTMENT will:
 - a. grant to the GRANTEE a sum of money equal to **Fifty percent (50%) of Six Hundred Thousand dollars (\$600,000.00)**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Three Hundred Thousand dollars (\$300,000.00)**.
 - b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:

- i. Payments will be made on a reimbursement basis at **Fifty percent (50%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
- ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the 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 **Three Hundred Thousand dollars (\$300,000.00)** in local match. This sum represents **Fifty percent (50%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. with the exception of 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, 2023** 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 11/30/2025**. If the GRANTEE fails to submit a complete final request for reimbursement by **11/30/2025**, 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

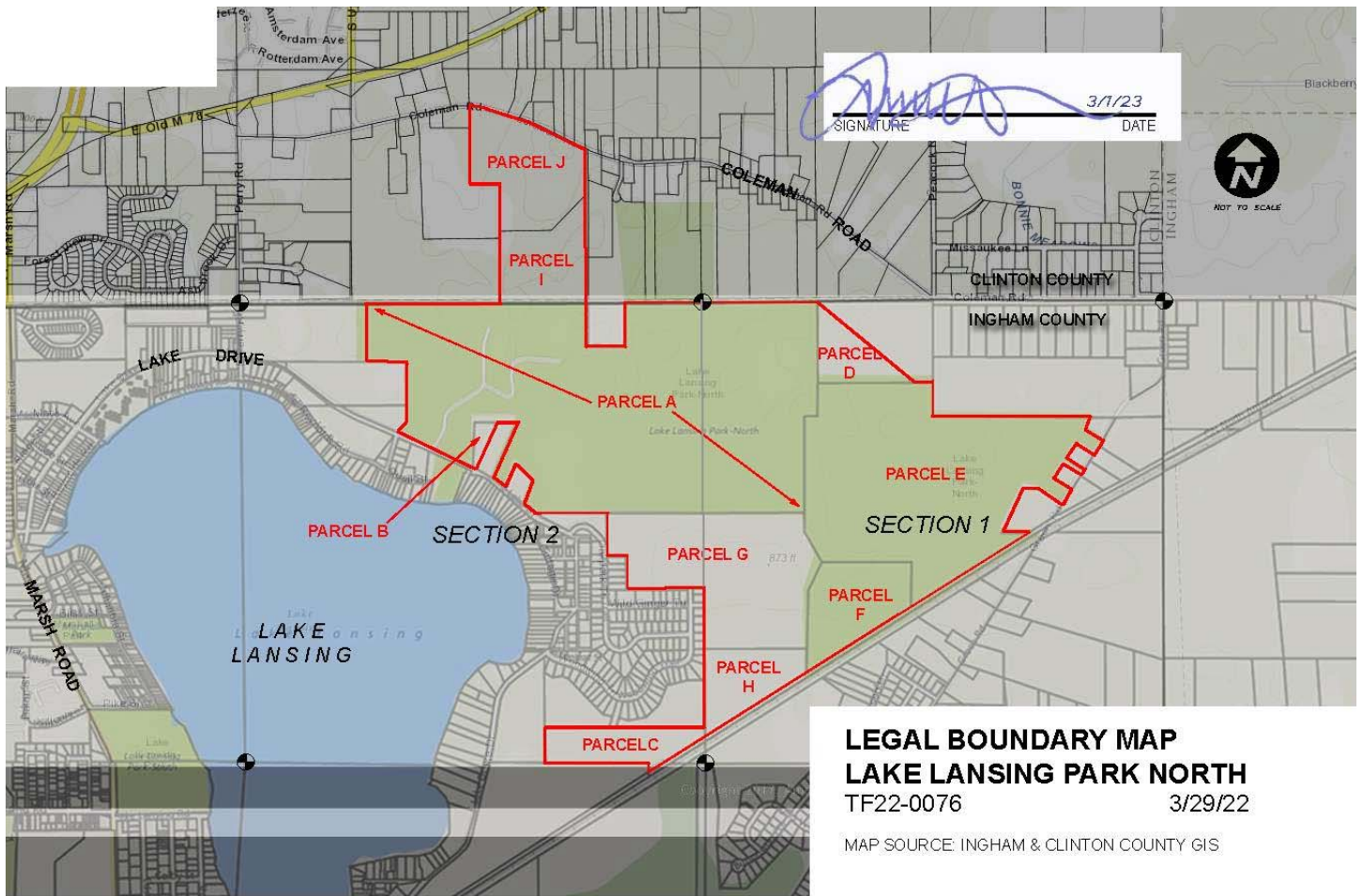
COUNTY OF _____)

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



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

Parcel A:

(L1659 P1061, Snell Foundation to Ingham County, 11/19/87)

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:

(L3398 P958, Pine Lakes to Ingham County, 10/11/10)

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,

TF22-0076, Legal Description, Page 1 of 3

**MSU to Lake Lansing Connector Trail,
Lake Lansing Park North**

Ingham County

Source: Ingham County & Clinton County GIS

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LL\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:

(L3398 P958, Pine Lakes to Ingham County, 10/11/10)

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,

Parcel G:

(L3398 P958, Pine Lakes to Ingham County, 10/11/10)

TF22-0076, Legal Description, Page 2 of 3

**MSU to Lake Lansing Connector Trail,
Lake Lansing Park North**

Ingham County

Source: Ingham County & Clinton County GIS

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

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:

(L3398 P958, Pine Lakes to Ingham County, 10/11/10)

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:

(L369 P678, Albert White to Ingham County, 11/7/79)

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:

(L375 P702, Albert White to Ingham County, 12/21/79)

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

TF22-0076, Legal Description, Page 3 of 3

**MSU to Lake Lansing Connector Trail,
Lake Lansing Park North**

Ingham County

Source: Ingham County & Clinton County GIS

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LL\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 #TF22-0076**

WHEREAS, the Michigan Department of Natural Resources has approved the grant request in the total amount of \$300,000 for the grant application titled Lake Lansing Park North Improvements #TF22-0076 to the Michigan Natural Resources Trust Fund for accessibility improvements at Lake Lansing Park North; and

WHEREAS, these improvements will include 4,900 linear footage of trail in Lake Lansing Park North with crushed stone path to connect the existing trails in the park with the Americans with Disabilities Act (ADA) accessible route to the MSU to Lake Lansing Trail; and

WHEREAS, a financial commitment of \$315,000 will come from the Trails and Parks Millage line item 228-62800-967000-TR113 previously authorized by Resolution #22-265, of which \$300,000 is required by the Project's Grant Agreement and an additional \$15,000 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 #TF22-0076 for accessibility improvements at Lake Lansing Park 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 three hundred fifteen thousand (\$315,000) 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-TR113.

BE IT FURTHER RESOLVED, that a financial commitment of \$315,000 will come from the Trails and Parks Millage line item 228-62800-967000-TR113 previously authorized by Resolution #22-265.

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

TO: Board of Commissioners Human Services & Finance Committees

FROM: Tim Morgan, Parks Director

DATE: September 5, 2023

SUBJECT: Hawk Island Park Accessibility Improvements Grant TF#22-0077

For the meeting agenda of September 18, 2023 Human Services and September 20, 2023 Finance

BACKGROUND

Board of Commissioners Resolution #22-109 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: replace 380 LF of boardwalk at Hawk Island Park with new floating boardwalk near the beach, the final phase of boardwalk replacement around the lake. The existing boardwalks are over 20 years old, are heaved deteriorated beyond repair and require replacement. The boardwalk is one of the most popular locations in the park and is used for fishing and wildlife viewing, as well as walking and access to the lake. The boardwalk is fully accessible for people of all abilities with the demand for these facilities to be kept safe and up to date. This project phase 3 extends the boardwalk replacements for Phase 1 and 2 that were funded in 2020.

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 the grant will be awarded in the amount of \$300,000. This resolution authorizes the Controller/Administrator to transfer the project amount of \$300,000 from the MDNR to line item 228-62800-967000-TR111.

A financial commitment of \$327,700 will come from the Trails and Parks Millage line item 228-62800-967000-TR111 previously approved by Resolution #22-352.

An additional amount of \$34,900 is needed for the remainder of the financial commitment from the Trails and Parks Millage fund balance into line item 228-62800-967000-TR111 for a total match of \$362,600.

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 March 13, 2023 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 **119 of 2023**, 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 Replacement Project #: TF22-0077

Grant Amount: \$300,000.00 46% PROJECT TOTAL: \$662,600.00

Match Amount: \$362,600.00 54%

Start Date: Date of Execution by DEPARTMENT End Date: 08/31/2025

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 10/06/2023 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 **TF22-0077** 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 **08/07/2023** through **08/31/2025**, 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.
 - Access Pathway 6' wide or more
 - Boardwalk
 - Landscaping
 - Recycle Bin(s)
 - Signage
6. The DEPARTMENT will:
 - a. grant to the GRANTEE a sum of money equal to **Forty-Six percent (46%)** of **Six Hundred and Sixty-Two Thousand Six Hundred dollars (\$662,600.00)**, 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 **Forty-Six percent (46%)** 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 **Three Hundred and Sixty-Two Thousand Six Hundred dollars (\$362,600.00)** in local match. This sum represents **Fifty-Four percent (54%)** 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, 2023** 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 11/30/2025**. If the GRANTEE fails to submit a complete final request for reimbursement by **11/30/2025**, 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

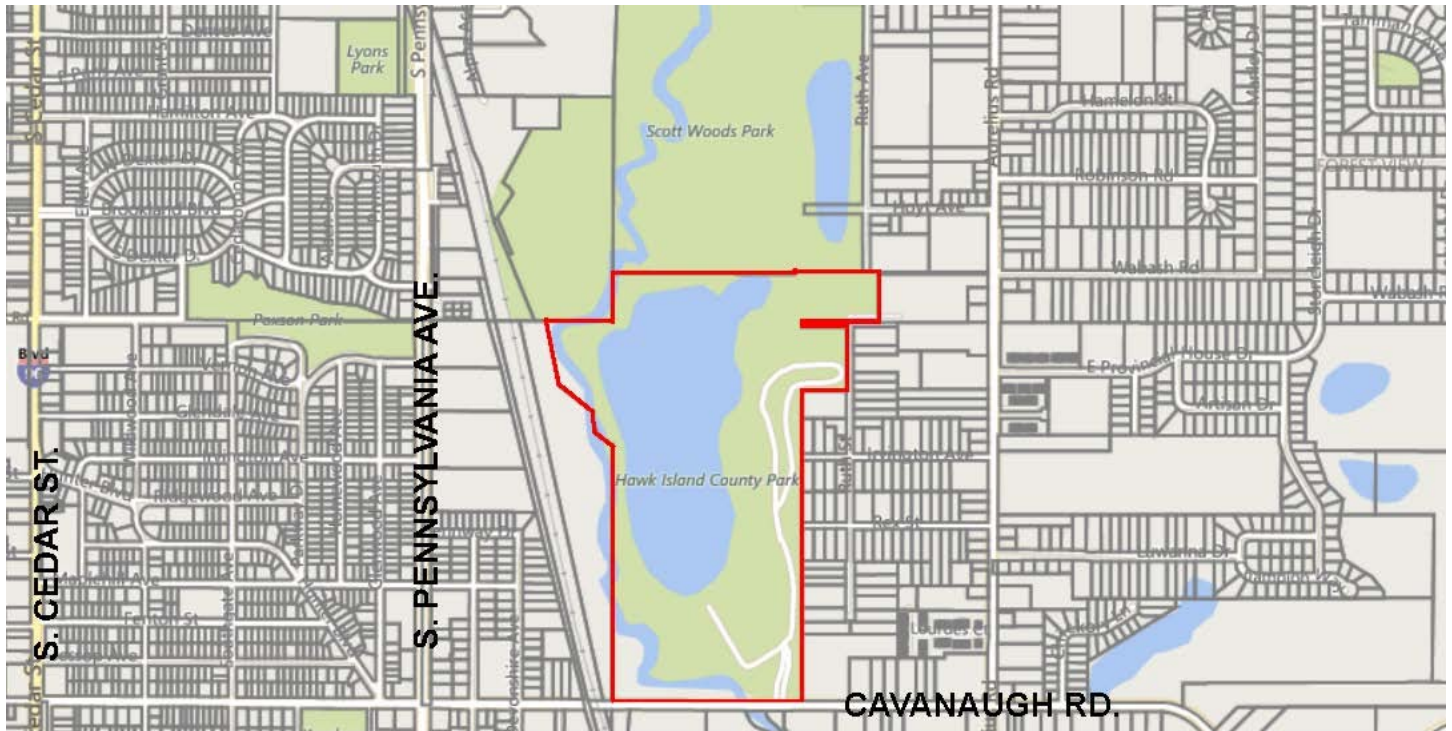
COUNTY OF _____)

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



Signature 

5/14/21
Date

6(f)3 Boundary Map
Hawk Island Park
Ingham County Parks
Ingham County
LW21-044
100 acres
Hawk Island Park Improvements, Phase II

Liber 2329 Page 84a

RECORDED

Property Description for 33-69913

PARCEL 1

That part of the Southeast 1/4 of Section 27 and the North 1/2 of Section 34, Town 4 North, Range 2 West, City of Lansing, Ingham County, Michigan, beginning on the South line of the Northeast 1/4 of Section 34 at a point North 89°52'30" West 1,316.20 feet from the East 1/4 corner of Section 34; thence continuing along said South line North 89°52'30" West 1,057.64 feet; thence parallel with the North-South 1/4 line of Section 34 North 00°05'26" West 33.00 feet; thence North 89°52'30" West 254.80 feet to said North-South 1/4 line; thence along said 1/4 line North 00°05'26" West 1770.25 feet to a point 841.5 feet South of the North 1/4 corner of Section 34; thence parallel with the North line of the Northwest 1/4 of Section 34, North 89°55'43" West 15.00 feet to a point on the Easterly bank of the Sycamore Creek, said point being South 89°55'43" East 9 feet, more or less, from the waters edge; thence along an intermediate traverse line North 16°00'00" West 180.59 feet; thence continuing along said traverse line on the East side of the Sycamore Creek and the title line West of said creek North 53°31'41" West 384.93 feet; thence parallel with and 200 feet Easterly of (measured at right angles) the Easterly right of way line of the Michigan Central Railroad North 12°20'43" West 450.06 feet to the North line of said Northwest 1/4 of Section 34; thence South 89°55'43" East 469.21 feet to the North 1/4 corner of Section 34, (South 1/4 corner of Section 27); thence along the North-South 1/4 line of Section 27 North 00°04'19" East 120.00 feet to a point on the Southeasterly bank of said Sycamore Creek, said point being South 00°04'19" West 8 feet, more or less, from the waters edge; thence along an intermediate traverse line North 45°00'00" East 110.00 feet; thence continuing along said traverse line North 20°00'00" West 140.68 feet to a point South 89°57'33" East 12 feet, more or less, from said waters edge; thence along the North line of the South 330 feet of the West 1/2 of the Southeast 1/4 of Section 27 South 89°57'33" East 1,285.97 feet; thence along the Southerly projection of the West line of Goodhome Subdivision, recorded in Liber 9 of Plats, Page 5, Ingham County Records, North 00°03'22" East 14.38 feet to the Southwest corner of said Goodhome Subdivision; thence along the South line of said subdivision South 89°55'56" East 527.73 feet; thence South 00°04'52" West 344.68 feet to the South line of the Southeast 1/4 of Section 27; thence along said South line North 89°53'55" West 222.58 feet to the Northerly projection of the West Right of Way line of Ruth Street (platted as Donna Street) in Supervisor's Plat of Cherry Hill recorded in Liber 12 of Plats, Page 32, Ingham County Records; thence along said West line South 00°03'12" West 471.34 feet to the Southeast corner of Lot 86 of said Supervisor's Plat; thence North 89°53'55" West 305.00 feet to the Southwest corner of Lot 86; thence South 00°03'12" West 1,176.72 feet to the Southwest corner of said Supervisor's Plat and the Northwest corner of Supervisor's Plat of Cherry Hill No. 1, recorded in Liber 17 of Plats, Page 2, Ingham County Records; thence along the West line of said Supervisor's Plat South 00°09'16" East 998.62 feet to the point of beginning. ALSO all that land lying between the above described intermediate traverse line and the Easterly edge of the Sycamore Creek. EXCEPTING therefrom, the North 14.38 feet of the South 344.38 feet of the West 527.73 feet of the East 1/2 of the Southeast 1/4 of Section 27, Town 4 North, Range 2 West, City of Lansing, Ingham County, Michigan.

Paid THRU 1994
All Taxes

WARRANTY DEED

Liber 2321 Page 400

Liber 2339 Page 847 101
RECORDED

The Grantors, EDWARD F. SOLOMON and BARBARA A. SOLOMON, husband and wife, of 4000 North Grand River Avenue, Lansing, Michigan 48906, convey and warrant to INGHAM COUNTY, a Michigan municipal corporation, whose address is the Courthouse, Mason, Michigan 48854, the following described premises situated in the City of Lansing, County of Ingham, and State of Michigan:

Ref No 6886
MSR 2.00
DEED 9.00
CTX 1,760.00

Parcel 1 as set forth in Exhibit A, attached;

for the sum of One Million Six Hundred Thousand Dollars (\$1,600,000).

Subject to easements and building and use restrictions of record, and further subject to: Reservation of oil, gas, and minerals as set forth in Liber 2090, Page 7d, Ingham County Records, and rights of the public and other riparian owners in that part of the premises lying beneath the waters of Sycamore Creek.

Dated this 5th day of January, 1996.

Signed in presence of:

Stephen L. Burlingame
Stephen L. Burlingame

Edward F. Solomon
Edward F. Solomon, by his Attorney-in-Fact, Jeffrey E. Poorman, under Power dated September 5, 1990, and recorded in Liber 1843, Page 147, Ingham County Records

David M. Foy
David M. Foy

Barbara A. Solomon
Barbara A. Solomon, by her Attorney-in-Fact, Jeffrey E. Poorman, under Power dated September 5, 1990, and recorded in Liber 1843, Page 143, Ingham County Records

INGHAM COUNTY TREASURER'S CERTIFICATE
I HEREBY CERTIFY that there are no TAX LIENS or
TITLES held by the state or any individual against the
within description, and all TAXES on same are paid for
five years previous to the date of this instrument, as
appears by the records in this office except as stated.

STATE OF MICHIGAN
COUNTY OF INGHAM

ss. Donald R. Moore
Donald R. Moore, County Treasurer
Sec. 136, Act 206, 1960 as amended

1995 NOT EXAMINED

The foregoing instrument was acknowledged before me this 5th day of January, 1996, for Edward F. Solomon by his Attorney-in-Fact, Jeffrey E. Poorman, under Power dated September 5, 1990, and recorded in Liber 1843, Page 147, Ingham County Records and Barbara A. Solomon, by her Attorney-in-Fact, Jeffrey E. Poorman, under Power dated September 5, 1990, and recorded in Liber 1843, Page 143, Ingham County Records.

INGHAM COUNTY TREASURER'S CERTIFICATE
I HEREBY CERTIFY that there are no TAX LIENS or
TITLES held by the state or any individual against the
within description, and all TAXES on same are paid for
five years previous to the date of this instrument, as
appears by the records in this office except as stated.

Donald R. Moore
Donald R. Moore, County Treasurer
Sec. 136, Act 206, 1960 as amended
County Treasurer's Certificate

Stephen L. Burlingame
Stephen L. Burlingame
Notary Public, Ingham County, Michigan
My Commission Expires 12/31/96

RECORDED
960011431
04/02/1996 13:36
REGISTER OF DEEDS
Paula Johnson
INGHAM COUNTY, MI

City Treasurer's Certificate

When Recorded Return To:
Ingham County
Courthouse
Mason, MI 48854

Send Subsequent Tax Bills To:
Ingham County
Courthouse
Mason, MI 48854

Drafted By:
Stephen L. Burlingame
1000 Michigan National Tower
Lansing, MI 48933

Tax Parcel #3301-27-401-021
#3301-01-27-401-021
#3301-34-251-011
#3301-01-34-251-011
#3301-27-401-032
#3301-01-27-401-032
#3301-34-251-031-2
#3301-01-34-251-031
#3301-34-226-002

Recording Fee \$11 + \$2

Transfer Tax \$1,760. Also exempt
from State transfer tax under
MCL 207.526(a)(1)

STATE OF
MICHIGAN
INGHAM
01/22/1996
302597



REAL ESTATE
TRANSFER TAX
\$ 1,760.00C
\$ 6886

157

QUIT CLAIM DEED

The Grantors, **EDWARD F. SOLOMON** and **BARBARA A. SOLOMON**, husband and wife, of 4000 North Grand River Avenue, Lansing, Michigan 48906, quit claims to **INGHAM COUNTY**, a Michigan municipal corporation, whose address is the Courthouse, Mason, Michigan 48854, the following described premises situated in the City of Lansing, County of Ingham, and State of Michigan:

RECORDED
960002030
01/22/1996 12:23:19
REGISTER OF DEEDS
Paula Johnson
INGHAM COUNTY, MI

Parcel 2 as set forth in Exhibit A, attached;

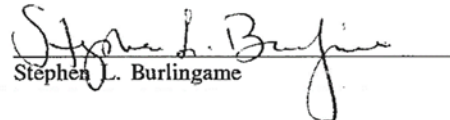
Rcpt No 6886
DEED 9.00
MSSR 2.00
Total 11.00

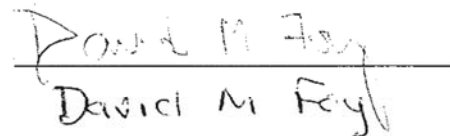
for the sum of **One Dollar (\$1.00)**.

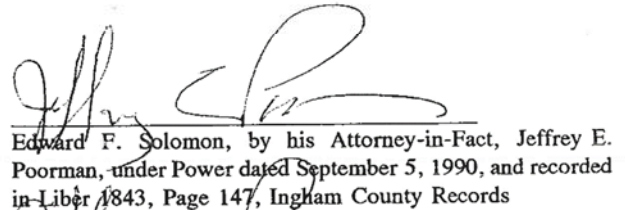
EXEMPT from transfer tax under MCL 207.526(a) and (r) and MCL 207.505(a).

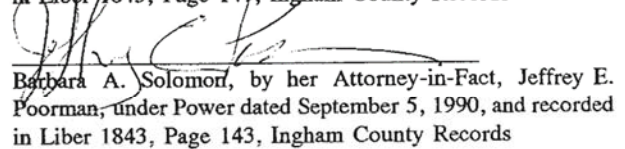
Dated this 5th day of January, 1996.

Signed in presence of:


Stephen L. Burlingame

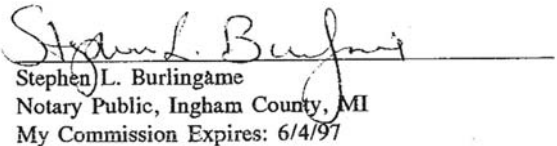

David M. Fey


Edward F. Solomon, by his Attorney-in-Fact, Jeffrey E. Poorman, under Power dated September 5, 1990, and recorded in Liber 1843, Page 147, Ingham County Records


Barbara A. Solomon, by her Attorney-in-Fact, Jeffrey E. Poorman, under Power dated September 5, 1990, and recorded in Liber 1843, Page 143, Ingham County Records

STATE OF MICHIGAN)
) ss.
COUNTY OF INGHAM)

The foregoing instrument was acknowledged before me this 5th day of January, 1996, for Edward F. Solomon by his Attorney-in-Fact, Jeffrey E. Poorman, under Power dated September 5, 1990, and recorded in Liber 1843, Page 147, Ingham County Records and Barbara A. Solomon by her Attorney-in-Fact, Jeffrey E. Poorman, under Power dated September 5, 1990, and recorded in Liber 1843, Page 143, Ingham County Records.


Stephen L. Burlingame
Notary Public, Ingham County, MI
My Commission Expires: 6/4/97

County Treasurer's Certificate

City Treasurer's Certificate

When Recorded Return To:
Ingham County
Courthouse
Mason, MI 48854

Send Subsequent Tax Bills To:
Ingham County
Courthouse
Mason, MI 48854

Drafted By:
Stephen L. Burlingame
1000 Michigan National Tower
Lansing, MI 48933

Tax Parcel #3301-27-401-032

Recording Fee \$11

Transfer Tax: EXEMPT MCL 207.526(a) and (r), MCL 207.505(a)

FIRST AMERICAN TITLE INS. CO.

2001 Abbott

East Lansing, MI 48823

15717 - 4017

EXHIBIT A

Parcel 2:

The North 14.38 feet of the South 344.38 feet of the West 527.73 feet of the East 1/2 of the Southeast 1/4 of Section 27, Town 4 North, Range 2 West, City of Lansing, Ingham County, Michigan.

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 #TF22-0077**

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 #TF22-0077 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 replacing 380 LF of boardwalk at Hawk Island Park with new floating boardwalk near the beach, the final phase 3 of boardwalk replacement around the lake; and
WHEREAS, \$327,700 will come from the Trails and Parks Millage line item 228-62800-967000-TR111 previously approved by Resolution #22-352; and

WHEREAS, an additional \$34,900 is needed for the match 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 #TF22-0077 for accessibility improvements at Hawk Island Park as received from the Michigan Department of Natural Resources (Department), and that the Ingham County Board of Commissioners does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide three hundred sixty-two thousand six hundred (\$362,600) 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-TR111.

BE IT FURTHER RESOLVED, that a financial commitment of \$327,700 will come from the Trails and Parks Millage line item 228-62800-967000-TR111 previously approved by Resolution #22-352.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to transfer an additional \$34,900 for the remainder of the financial commitment from the Trails and Parks Millage fund balance into line item 228-62800-967000-TR111.

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

TO: Board of Commissioners Human Services and Finance Committees
FROM: Adenike Shoyinka, MD, MPH, Medical Health Officer
DATE: August 29, 2023
SUBJECT: Authorization to Accept Department of Justice Assistance Grant
For the meeting agendas of September 18, and September 20, 2023

BACKGROUND

Ingham County Health Department (ICHD) wishes to accept funding from the U.S. Department of Justice for the Fiscal Year 2023-2025 Byrne Justice Assistance (BJA) project designated as funding under the Consolidated Appropriations Act, 2023 (Public Law 117-328) in an amount not to exceed \$500,000. This funding supports the Advance Peace initiative in Ingham County. Specifically, this funding will support one project support staff employed at ICHD. Additional staff will be recruited and hired under this grant and be employed by Michigan Public Health (MPHI). Under this agreement, the Medical Health Officer will be authorized to submit the budget electronically through the JustGrants system, and tentatively electronically approve the Memorandum of Agreement. This agreement will be effective July 1, 2023 through February 28, 2025.

ALTERNATIVES

Choosing not to accept this funding would significantly harm Advance Peace's ability to continue functioning in Lansing.

FINANCIAL IMPACT

This funding will be added to ICHD's 2023 – 2025 Advance Peace budget.

STRATEGIC PLANNING IMPACT

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

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to accept funding under the Consolidated Appropriations Act, 2023 (Public Law 117-328) in an amount not to exceed \$500,000 effective July 1, 2023 through February 28, 2025.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ACCEPT DEPARTMENT OF JUSTICE GRANT

WHEREAS, Ingham County Health Department (ICHD) wishes to accept funding from the US Department of Justice for the Fiscal Year 2023-2025 Byrne Justice Assistance (BJA) project designated as funding under the Consolidated Appropriations Act, 2023 (Public Law 117-328) in an amount not to exceed \$500,000; and

WHEREAS, this funding is effective July 1, 2023 through February 28, 2025; and

WHEREAS, this funding will support the Advance Peace initiative through the support of one project support staff employed at ICHD, as well as additional staff to be recruited, hired, and employed by the Michigan Public Health Institute (MPHI); and

WHEREAS, the Medical Health Officer recommends that the Ingham County Board of Commissioners authorize accepting funding from the U.S. Department of Justice for the FY 2023-2025 BJA project, effective July 1, 2023 through February 28, 2025 in an amount not to exceed \$500,000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes accepting funding from the U.S. Department of Justice for the FY 2023-2025 BJA project, effective July 1, 2023 through February 28, 2025 in an amount not to exceed \$500,000.

BE IT FURTHER RESOLVED, that the Medical Health Officer is authorized to submit the 2024-2026 budget electronically through the JustGrants system, and tentatively electronically approve the Memorandum of Agreement.

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 and any budget amendments so long as they do not exceed the amount listed above, consistent with this resolution upon approval as to form by the County Attorney.

TO: Board of Commissioners Human Services and Finance Committees
FROM: Adenike Shoyinka, MD, MPH, Medical Health Officer
DATE: August 29, 2023
SUBJECT: Authorization to Contract with Michigan Public Health Institute for Distribution of the Department of Justice Assistance Grant
For the meeting agendas of Tuesday, September 26, 2023

BACKGROUND

Ingham County Health Department (ICHD) wishes to expend funding from the U.S. Department of Justice (DOJ) for a Fiscal Year 2023-2025 Byrne Justice Assistance (BJA) project designated for funding under the Consolidated Appropriations Act, 2023 (Public Law 117-328) in an amount not to exceed \$358,062 via a contract to Michigan Public Health Institute (MPHI). This funding supports the Advance Peace initiative in Ingham County. Specifically, this funding will allow MPHI to recruit and hire staff. This agreement is effective July 1, 2023 through February 28, 2025 or until MPHI ceases to be the local operator for Advance Peace Ingham County, whichever occurs first.

ALTERNATIVES

Should Ingham County not award this contract, it would significantly harm Advance Peace's ability to continue functioning in Lansing, and ICHD would be out of compliance with the federal grant submitted to the DOJ.

FINANCIAL IMPACT

This funding will need to be added to the Ingham County Health Department's 2023 – 2024 Advance Peace budget.

STRATEGIC PLANNING IMPACT

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

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend that the Ingham County Board of Commissioners approve the attached resolution to expend funding under the Consolidated Appropriations Act, 2023 (Public Law 117-328) in the amount not to exceed \$358,062, effective July 1, 2023 through February 28, 2025 or until MPHI ceases to be the local operator for Advance Peace Ingham County, whichever occurs first.

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Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A CONTRACT WITH MICHIGAN PUBLIC HEALTH INSTITUTE
FOR DISTRIBUTION OF THE DEPARTMENT OF JUSTICE ASSISTANCE GRANT**

WHEREAS, Ingham County Health Department (ICHD) wishes to expend funding from the U.S. Department of Justice (DOJ) for a Fiscal Year 2023-2025 Byrne Justice Assistance (BJA) project designated for funding under the Consolidated Appropriations Act, 2023 (Public Law 117-328) in an amount not to exceed \$358,062 via a contract to Michigan Public Health Institute (MPHI); and

WHEREAS, this funding supports the Advance Peace initiative in Ingham County; and

WHEREAS, this funding will allow MPHI to recruit and hire staff; and

WHEREAS, this agreement is effective July 1, 2023 through February 28, 2025 or until MPHI ceases to be the local operator for Advance Peace Ingham County, whichever occurs first; and

WHEREAS, the Medical Health Officer recommends that the Ingham County Board of Commissioners authorize expending funding under the Consolidated Appropriations Act, 2023 (Public Law 117-328) in an amount not to exceed \$358,062, effective July 1, 2023 through February 28, 2025 or until MPHI ceases to be the local operator for Advance Peace Ingham County, whichever occurs first.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes expending funding under the Consolidated Appropriations Act, 2023 (Public Law 117-328) in the amount not to exceed \$358,062, effective July 1, 2023 through February 28, 2025 or until MPHI ceases to be the local operator for Advance Peace Ingham County, whichever occurs first.

BE IT FURTHER RESOLVED, that MPHI is awarded a contract to operate the Advance Peace Initiative for an amount not to exceed \$358,062 effective July 1, 2023 through February 28, 2025.

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 and any budget amendments so long as they do not exceed the amount listed above, consistent with this resolution upon approval as to form by the County Attorney.

TO: Board of Commissioner's Human Services and Finance Committees

FROM: Adenike Shoyinka, MD, MPH, Medical Health Officer

DATE: July 31, 2023

SUBJECT: Authorization for an agreement with the Capital Regional Housing Collaborative (CRHC)

For the meeting agendas of September 18, and September 20, 2023

BACKGROUND

Ingham County Health Department (ICHD) wishes to enter into an agreement with the Capital Regional Housing Collaborative (CRHC) in an amount not to exceed \$14,000 effective August 1, 2023 through September 30, 2023. Funds from CRHC will support the development of a new strategic plan focused on reducing and preventing homelessness in Ingham County. The CRHC serves as the designated Continuum of Care (CoC) for Ingham County and consists of 15 nonprofit, business, and government organizations. The CRHC is charged with leading a collaborative, community approach, and strives to address, prevent, and end homelessness. *Safe and Affordable Housing* is one of four priorities identified in the regional Community Health Improvement Plan, aligning this contract with ICHD's goals and objectives.

ALTERNATIVES

ICHD could find alternatives for the *Good Housing=Good Health* funds.

FINANCIAL IMPACT

This agreement will be fully paid from *Good Housing=Good Health* grant funds received from the Michigan Department of Health and Human Services (MDHHS). A resolution to accept these funds is proposed for the MDHHS Master Agreement Amendment #4, for the consideration at the September 18 and September 20th Human Services and Finance Committee Meetings.

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 an agreement with the CRHC in an amount not to exceed \$14,000 effective August 1, 2023 through September 30, 2023.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH
CAPITAL REGIONAL HOUSING COLLABORATIVE**

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into agreement with Capital Regional Housing Collaborative (CRHC) in an amount not to exceed \$14,000 effective August 1, 2023 through September 30, 2023; and

WHEREAS, funds from CRHC will support the development of a new strategic plan focused on reducing and preventing homelessness in Ingham County; and

WHEREAS, CRHC serves as the designated Continuum of Care (CoC) for Ingham County and consists of 15 nonprofit, business, and government organizations; and

WHEREAS, CRHC is charged with leading a collaborative community approach, and strives to address, prevent and end homelessness; and

WHEREAS, *Safe and Affordable Housing* is one of four priorities identified in the regional Community Health Improvement Plan, aligning this contract with ICHD's goals and objectives; and

WHEREAS, this agreement will be fully paid from *Good Housing=Good Health* grant funds received from Michigan Department of Health and Human Services (MDHHS) and is conditional upon approval of the resolution to accept the MDHHS Master Agreement Amendment #4 funds; and

WHEREAS, the Medical Health Officer recommends that the Ingham County Board of Commissioners authorize entering into an agreement with CRHC in an amount not to exceed \$14,000 effective August 1, 2023 through September 30, 2023.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with CRHC in an amount not to exceed \$14,000 effective August 1, 2023 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 on behalf of the county upon approval as to form by the County Attorney.

TO: Board of Commissioners Finance and Human Services Committee
FROM: Dr. Adenike Shoyinka, MD, Medical Health Officer
DATE: August 10th, 2023
SUBJECT: FY 23 State of Michigan Master Agreement Amendment # 4
For the meeting agendas of September 18, 2023 and September 20, 2023

BACKGROUND

Ingham County Health Department (ICHD) currently receives funding from the Michigan Department of Health and Human Services (MDHHS) via the Master Agreement. The Master Agreement is the annual process whereby MDHHS transmit State & Federal Funds to Ingham County to support public health programs. The Board of Commissioners (BOC) approved the 2022-2023 Master Agreement through Resolution #22-358, Amendment #1 through Resolution #22-563, Amendment #2 through Resolution #23-081, and Amendment #3 through Resolution #23-181.

ALTERNATIVES

There are no alternatives.

FINANCIAL IMPACT

The financial impact of this increased support will increase the FY '23 grant agreement from \$7,496,438 to \$7,536,295 and increase of \$39,857. The revised resolution makes the following specific changes to the budget:

SDOH Planning: increase of \$14,000 from \$50,000 to \$64,000
Tuberculosis (TB) Control: increase of \$2,857 from \$3,494 to \$6,351
Accelerator Community Engagement: increase of \$10,000 from \$0 to \$10,000
Integrating MPOX into STI Clinics: increase of \$6,500 from \$0 to \$6,500
MPOX Mobile Unit: increase of \$6,500 from \$0 to \$6,500

STRATEGIC PLANNING IMPACT

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

OTHER CONSIDERATIONS

There are no other considerations

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to support this agreement with Michigan Department of Health & Human Services (MDHSS) 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 AUTHORIZE AMENDMENT #4 TO THE 2022-2023 AGREEMENT WITH THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR THE DELIVERY OF PUBLIC HEALTH SERVICES UNDER THE MASTER 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, MDHHS and ICHD have entered into a 2022-2023 Master Agreement authorized in Resolution #22-358, Amendment #1 in Resolution #22-563, Amendment #2 in Resolution #23-081, and Amendment #3 in Resolution #23-181; 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 2022 – 2023 Agreement with the Michigan Department of Health and Human Services for the delivery of public health services under the Master Agreement Process.

BE IT FURTHER RESOLVED, that the period of Agreement shall be October 1, 2022 through September 30, 2023.

BE IT FURTHER RESOLVED, that the total amount of the Master Agreement funding shall increase from \$7,496,438 to \$7,536,295 and increase of \$39,857.

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

SDOH Planning: increase of \$14,000 from \$50,000 to \$64,000
Tuberculosis (TB) Control: increase of \$2,857 from \$3,494 to \$6,351
Accelerator Community Engagement: increase of \$10,000 from \$0 to \$10,000
Integrating MPOX into STI Clinics: increase of \$6,500 from \$0 to \$6,500
MPOX Mobile Unit: increase of \$6,500 from \$0 to \$6,500

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to amend the Health Department's 2023 Budget in order to implement this resolution.

BE IT FURTHER RESOLVED, that the Medical Health Officer, Dr. Adenike Shoyinka, MD, or her designee, is authorized to submit the 2022 -2023 Master Agreement electronically through the Mi-E Grants system after approval as to form by the County Attorney.

TO: Board of Commissioners Human Services and Finance Committees
FROM: Adenike Shoyinka, MD, MPH, Medical Health Officer
DATE: August 3, 2023
SUBJECT: Authorization to Accept Ryan White Part D Supplemental Funds from HRSA
For the meeting agendas of September 18 and September 20, 2023

BACKGROUND

Ingham County Health Department's (ICHD) Community Health Centers (CHCs) would like to accept the Ryan White Part Supplemental Funding Award from the Health Resources and Services Administration (HRSA) for an amount not to exceed \$150,000 effective August 1, 2023 through July 31, 2024. The purpose of Ryan White Part D Supplemental funding is to strengthen ICHD's CHCs' capacity to respond to the changing health care landscape. Ryan White Part D Supplemental funding also helps increase access to high quality family-centered HIV primary health care services for low-income, underserved women, children, infants, youth (WCIY) and others living with HIV in Ingham County.

ALTERNATIVES

If we do not accept these funds, we will miss an opportunity build organization capacity to enhance the quality of health care delivery to WCIY living with HIV.

FINANCIAL IMPACT

These funds will help subsidize the provision of primary care services to low-income, underserved WCIY and others living with HIV in Ingham County. Approximately \$3,000 will be used for intimate partner violence screening and counseling training through a contractual agreement with the Michigan Coalition to End Domestic and Sexual Violence.

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 acceptance of the Ryan White Part Supplemental Funding Award from the Health Resources and Services Administration agency for an annual amount not to exceed \$150,000 effective August 1, 2023 through July 31, 2024.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO ACCEPT RYAN WHITE PART D SUPPLEMENTAL FUNDS FROM THE
HEALTH RESOURCES AND SERVICES ADMINISTRATION**

WHEREAS, Ingham County Health Department's (ICHD) Community Health Centers (CHCs) would like to accept the Ryan White Part Supplemental Funding Award from the Health Resources and Services Administration (HRSA) for an amount not to exceed \$150,000 effective August 1, 2023 through July 31, 2024; and

WHEREAS, the purpose of Ryan White Part D Supplemental funding is to strengthen ICHD's CHCs' capacity to respond to the changing health care landscape; and

WHEREAS, Ryan White Part D Supplemental funding also helps increase access to high quality family-centered HIV primary health care services for low-income, underserved women, children, infants, youth (WCY), and others living with HIV in Ingham County; and

WHEREAS, approximately \$3,000 will be used for intimate partner violence screening and counseling training through a contractual agreement with the Michigan Coalition to End Domestic and Sexual Violence; and

WHEREAS, the Ingham Community Health Centers Board of Directors and the Medical Health Officer recommend that the Ingham County Board of Commissioners authorize the acceptance of the Ryan White Part Supplemental Funding Award from HRSA for an amount not to exceed \$150,000 effective August 1, 2023 through July 31, 2024.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the acceptance of the Ryan White Part Supplemental Funding Award from HRSA for an amount not to exceed \$150,000 effective August 1, 2023 through July 31, 2024.

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

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

TO: Board of Commissioners Human Services and Finance Committees
FROM: Adenike Shoyinka, MD, MPH, Medical Health Officer
DATE: August 1, 2023
SUBJECT: Authorization to Accept FY2024 Child and Adolescent Health Center Program Funds
For the meeting agendas of September 18, and September 20, 2023

BACKGROUND

Ingham County Health Department's (ICHD's) Community Health Centers (CHCs) wish to accept \$825,000 in funding from the Child and Adolescent Health Center (CAHC) program to be used for promoting the health of children, adolescents and their families by providing important primary, preventative, and early intervention health care services effective October 1, 2023 through September 30, 2024. This funding will support continued operations of ICHD's school-based and school-linked health centers.

ALTERNATIVES

If we do not accept these funds, we will not be able to operate school-based health care programs.

FINANCIAL IMPACT

The CAHC funding award for the term of October 1, 2023 through September 30, 2024 is \$825,000 and is divided as follows:

- Eastern Health Center - \$275,000
- Sexton Health Center - \$275,000
- Willow Health Center - \$275,000

STRATEGIC PLANNING IMPACT

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

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend that the Ingham County Board of Commissioners authorize accepting funds from the CAHC program to promote the health of children, adolescents and their families effective October 1, 2023 through September 30, 2024 in an amount not to exceed \$825,000.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO ACCEPT FISCAL YEAR 2024 CHILD AND ADOLESCENT
HEALTH CENTER PROGRAM FUNDS**

WHEREAS, Ingham County Health Department's (ICHD's) Community Health Centers (CHCs) wishes to accept \$825,000 in funding from the Child and Adolescent Health Center (CAHC) program to be used for promoting the health of children, adolescents, and their families by providing important primary, preventative, and early intervention health care services effective October 1, 2023 through September 30, 2024; and

WHEREAS, the funding will support continued operations of ICHD's CHC school-based and school-linked health centers; and

WHEREAS, the CAHC funding award effective October 1, 2023 through September 30, 2024 is \$825,000 and is divided as follows:

- Eastern Health Center - \$275,000
- Sexton Health Center - \$275,000
- Willow Health Center - \$275,000; and

WHEREAS, the Ingham Community Health Centers Board of Directors and the Medical Health Officer recommend that the Ingham County Board of Commissioners authorize accepting \$825,000 in funding from the CAHC program for promoting the health of children, adolescents, and their families, effective October 1, 2023 through September 30, 2024 in an amount not to exceed \$825,000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes accepting \$825,000 in funding from the CAHC program for promoting the health of children, adolescents, and their families, effective October 1, 2023 through September 30, 2024 in an amount not to exceed \$825,000.

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

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

TO: Board of Commissioners Human Services and Finance Committees
FROM: Adenike Shoyinka, MD, MPH, Medical Health Officer
DATE: August 21, 2023
SUBJECT: Authorization to enter into an Agreement with Accredo Health Group, Inc., ESI Mail Pharmacy Services, Inc. and Express Scripts Pharmacy, Inc.
For the Meeting Agendas of September 18 and September 20, 2023

BACKGROUND

Ingham County Health Department's (ICHD) Community Health Centers (CHCs) wish to enter into an agreement with Accredo Health Group, Inc., ESI Mail Pharmacy Services, Inc. and Express Scripts Pharmacy, Inc. for its participation in the CHC's 340B drug discount program, effective October 1, 2023 through September 30, 2026 with one-year autorenewals thereafter. ESI Mail Pharmacy Services Inc. and Express Scripts Pharmacy, Inc., collectively, represent "ESI." 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 program offers opportunities to purchase discounted drugs for use during the patient visit, and for dispensing from a covered entity owned pharmacy or 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

Choosing not to enter into this agreement, would reduce critical savings associated with patients utilizing uncontracted retail pharmacies.

FINANCIAL IMPACT

There is no cost to participate in this agreement. This agreement will generate savings, based on the volume of existing patients who presently receive prescription medications from uncontracted retail pharmacies.

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 entering into an agreement with Accredo Health Group, Inc., ESI Mail Pharmacy Services, Inc. and Express Scripts Pharmacy, Inc. for participation in the 340B drug discount program, effective October 1, 2023 through September 30, 2026 with one-year autorenewals thereafter.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH ACCREDO HEALTH GROUP, INC.,
ESI MAIL PHARMACY SERVICES, INC. AND EXPRESS SCRIPTS PHARMACY, INC.**

WHEREAS, Ingham County Health Department's (ICHD) Community Health Centers (CHCs) wish to enter into an agreement with Accredo Health Group, Inc., ESI Mail Pharmacy Services, Inc. and Express Scripts Pharmacy, Inc. for participation in the CHC's 340B drug discount program, effective October 1, 2023 through September 30, 2026 with one-year autorenewals thereafter; and

WHEREAS, ESI Mail Pharmacy Services Inc. and Express Scripts Pharmacy, Inc., collectively, represent "ESI"; 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. 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; 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 manufactures may charge covered entities; and

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

WHEREAS, the ICHD'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

WHEREAS, this agreement will generate savings, based on the volume of existing patients who presently receive prescription medications from uncontracted retail pharmacies; and

WHEREAS, the Ingham Community Health Center Board of Directors and the Medical Health Officer recommend that the Ingham County Board of Commissioners authorize entering into an agreement with Accredo Health Group, Inc., ESI Mail Pharmacy Services, Inc. and Express Scripts Pharmacy, Inc. for participation in the CHC's 340B drug discount program.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Accredo Health Group, Inc., ESI Mail Pharmacy Services, Inc. and Express Scripts Pharmacy, Inc. for participation in the CHC's 340B drug discount program.

BE IT FURTHER RESOLVED, that the agreement shall be effective October 1, 2023 through September 30, 2026, and renew automatically on an annual basis thereafter.

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: Board of Commissioners Human Services and Finance Committees
FROM: Adenike Shoyinka, MD, MPA, Medical Health Officer
DATE: August 2, 2023
SUBJECT: Authorization to Enter into an Agreement with Redhead Design Studio
For the meeting agendas of September 18, and September 20, 2023

BACKGROUND

Ingham County Health Department (ICHD) wishes to enter into an agreement with Redhead Design Studio to develop and place advertisements for reducing HIV stigma and increasing awareness regarding HIV testing, care, and prevention services effective September 1, 2023, through June 30, 2024, in an amount not to exceed \$24,000. This agreement will be funded the Ryan White Part B Minority AIDS Initiative grant in an amount not to exceed \$10,789, from the 340b Ryan White Part B grant in an amount not to exceed \$9,248, and from the 340b Part D grant in an amount not to exceed \$3,963. ICHD partnered with Redhead Design Studio in 2019 and 2020 to develop the HIV anti-stigma mass media campaign. Funding for this campaign will allow ICHD to expand and continue the campaign with Redhead Design using photography, storytelling, production videos, billboard advertisements, radio scripts, social media messages, and printing/distributing materials related to HIV anti-stigma and HIV testing, care, and prevention services.

ALTERNATIVES

Choosing not to enter into this agreement would reduce the opportunity to increase awareness and utilization of HIV testing, care, and prevention services, and reduce HIV stigma within Ingham County.

FINANCIAL IMPACT

All costs for this agreement will be covered by the project budget developed from a combination of the three identified funding sources.

STRATEGIC PLANNING IMPACT

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

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend that the Ingham County Board of Commissioners authorize an agreement with Redhead Design Studio for an HIV anti-stigma and prevention education campaign, effective September 1, 2023, through June 30, 2024 in an amount not to exceed \$24,000.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AUTHORIZE AN AGREEMENT WITH REDHEAD DESIGN STUDIO
FOR AN HIV ANTI-STIGMA MASS MEDIA CAMPAIGN**

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with Redhead Design Studio to develop and place advertisements for reducing HIV stigma and increasing awareness regarding HIV testing, care, and prevention services effective September 1, 2023 through June 30, 2024 in an amount not to exceed \$24,000; and

WHEREAS, this agreement will be funded the Ryan White Part B Minority AIDS Initiative grant in an amount not to exceed \$10,789, from the 340B Ryan White Part B grant in an amount not to exceed \$9,248, and from the 340b Part D grant in an amount not to exceed \$3,963; and

WHEREAS, ICHD partnered with Redhead Design Studio in 2019 and 2020 to develop the HIV anti-stigma mass media campaign; and

WHEREAS, funding for this campaign will allow ICHD to expand and continue the campaign with Redhead using photography, storytelling, production videos, billboard advertisements, radio scripts, social media messages, and printing/distributing materials related to HIV anti-stigma and HIV testing, care, and prevention services; and

WHEREAS, all costs for this agreement will be covered by the project budget developed from the identified combined funding sources; and

WHEREAS, the Medical Health Officer recommends that the Ingham County Board of Commissioners authorize entering into an agreement with Redhead Design Studio for an HIV anti-stigma and prevention education campaign, effective September 1, 2023, through June 30, 2024 in an amount not to exceed \$24,000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Redhead Design Studio for an HIV anti-stigma and prevention education campaign, effective September 1, 2023, through June 30, 2024 in an amount not to exceed \$24,000.

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 documents upon approval as to form by the County Attorney.

TO: Board of Commissioners Human Services and Finance Committees
FROM: Adenike Shoyinka, MD, MPH, Medical Health Officer
DATE: August 23, 2023
SUBJECT: Authorization for an Agreement with Davenport University for Team Building & Coaching Services.

For the Meeting Agendas of September 18 and September 20, 2023

BACKGROUND

Ingham County Health Department's (ICHD) Community Health Centers (CHCs) wish to enter into an agreement with Davenport University for a seven-hour team building session, and 6 hours of coaching services, effective October 1, 2023 through May 31, 2024. These services will focus on developing and maintaining a strong team environment that facilitates the deliverability of positive results. The cost of these services will not exceed \$8,100.

ALTERNATIVES

If we do not enter this agreement, new management team members will not have access to resources needed to set a strong foundation for actualizing positive and lasting results with their team.

FINANCIAL IMPACT

The cost of these services will not exceed \$8,100 and will be covered by the FY24 CHC Operating Budget.

STRATEGIC PLANNING IMPACT

This resolution aligns with the overarching long-term objective of supporting professional development, specifically Goal F, Strategy 4: Support employee and professional development.

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend that the Ingham County Board of Commissioners authorize entering an agreement with Davenport University for a seven-hour team building session, and six hours of coaching services, effective October 1, 2023 through May 31, 2024 in an amount not to exceed \$8,100.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH DAVENPORT UNIVERSITY
FOR TEAM BUILDING & COACHING SERVICES**

WHEREAS, Ingham County Health Department's (ICHHD) Community Health Centers (CHCs) wish to enter an agreement with Davenport University for a seven-hour team building session, and six hours of coaching services, effective October 1, 2023 through May 31, 2024; and

WHEREAS, these services will focus on developing and maintaining a strong team environment that facilitates the deliverability of positive results; and

WHEREAS, the cost of these services will not exceed \$8,100 and will be covered by the FY24 CHC Operating Budget; and

WHEREAS, the Ingham Community Health Centers Board of Directors and the Medical Health Officer recommend that the Ingham County Board of Commissioners authorize entering into an agreement with Davenport University for coaching services effective October 1, 2023 through May 31, 2024 in an amount not to exceed \$8,100.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Davenport University for coaching services effective October 1, 2023 through May 31, 2024 in an amount not to exceed \$8,100.

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

TO: Board of Commissioners Human Services and Finance Committees
FROM: Adenike Shoyinka, MD, MPH, Medical Health Officer
DATE: August 3, 2023
SUBJECT: Authorization to Enter into an Agreement with RxStrategies, Inc.
For the Meeting Agendas of September 18, and September 20, 2023

BACKGROUND

Ingham County Health Department's (ICHHD) Community Health Centers (CHCs) wish to enter into an agreement with RxStrategies, Inc. to utilize its third-party administrative services, effective October 1, 2023 through September 30, 2026, with one-year auto-renewals thereafter. RxStrategies, Inc. will provide third party administrative services to ensure compliance when offering contract pharmacy services through ICHHD's CHCs' 340B drug purchasing program. This agreement will result in periodic additions of contract pharmacies, including contract specialty pharmacies, to both expand access to affordable prescription drugs and to maximize ICHHD's CHCs 340B savings generation opportunity.

ALTERNATIVES

Choosing not to enter into this agreement would forfeit critical 340B savings associated with prescriptions from providers that are filled at uncontracted retail pharmacies utilized by patients.

FINANCIAL IMPACT

There is no cost to participate in this agreement. The estimated net revenue from this agreement is between \$100,000 and \$120,000 on an annual basis.

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 entering into an agreement with RxStrategies, Inc. to utilize its third-party administrative services, effective October 1, 2023 through September 30, 2026, with one-year auto-renewals thereafter.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH RXSTRATEGIES, INC.

WHEREAS, Ingham County Health Department's (ICHD) Community Health Centers (CHCs) wish to enter an agreement with RxStrategies, Inc. to utilize its third-party administrative services, effective October 1, 2023 through September 30, 2026, with one-year auto-renewals thereafter; and

WHEREAS, RxStrategies, Inc. will provide third-party administrative services to ensure compliance when offering contract pharmacy services through ICHD's CHCs' 340B drug purchasing program; and

WHEREAS, this agreement will result in periodic additions of contract pharmacies, including contract specialty pharmacies, to both expand access to affordable prescription drugs and to maximize ICHD's CHCs 340B savings generation opportunity; and

WHEREAS, there is no cost to participate in this agreement; and

WHEREAS, the estimated net revenue from this agreement is between \$100,000 and \$120,000 on an annual basis; and

WHEREAS, the Ingham Community Health Centers Board of Directors and the Medical Health Officer recommend that the Ingham County Board of Commissioners authorize entering into an agreement with RxStrategies to utilize its third-party administrative services for the 340B drug discount program, effective October 1, 2023 through September 30, 2026, with one-year auto-renewals thereafter.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes entering into an agreement with RxStrategies to utilize its third-party administrative services for the 340B drug discount program, effective October 1, 2023 through September 30, 2026, and renew automatically on an annual basis thereafter.

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

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

TO: Board of Commissioners Human Services and Finance Committees

FROM: Adenike Shoyinka, MD, MPH, Medical Health Officer

DATE: August 23, 2023

SUBJECT: Authorization to Enter into an Agreement with US Workvan Inc.
For the Meeting Agendas of September 18, and September 20, 2023

BACKGROUND

Ingham County Health Department (ICHHD) wishes to enter into an agreement with US Workvan Inc to retrofit, repair, and upgrade the ICHHD Mobile Health Unit effective October 1, 2023 to September 30, 2024 in an amount not to exceed \$15,000. These repairs will be scheduled upon approval and are estimated to cost up to \$15,000. As a part of the service agreement with US Workvan Inc, the following repairs will be completed:

- Replacing broken awning on exterior of van
- Purchasing/installing ramp in the back of van to assist with loading supplies on carts in and out of van
- Installing a barrier between the passenger space and the cargo space
- Adding shelves and drawers to store vaccination/screening supplies for events within the community

These repairs will be scheduled as soon as the resolution is adopted, and will require three months to complete.

ALTERNATIVES

As there is only one vendor in Lansing that can complete this work, it is essential to enter into this contract with US Workvan Inc in order to transition the Mobile Health Unit into a vehicle that is safe and efficient to operate. Choosing not to enter into this agreement would leave ICHHD in a position of operating a van ill-equipped to meet the needs of staff and residents for Mobile Health Unit events. These events provide critical access for Ingham County's more vulnerable populations to vaccinations, health screenings, wellness exams and more.

FINANCIAL IMPACT

All costs for this agreement will be covered by funding from Michigan Department of Health & Human Services (MDHHS) approved through Resolution #23-338.

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 an agreement with US Workvan Inc to complete repairs on ICHHD's Mobile Health Unit, effective October 1, 2023 to September 30, 2024 in an amount not to exceed \$15,000.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH US WORKVAN INC.

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with US Workvan Inc. to retrofit, repair, and upgrade the ICHD Mobile Health Unit, effective October 1, 2023 to September 30, 2024 in an amount not to exceed \$15,000; and

WHEREAS, these repairs will be scheduled upon approval and are estimated to cost up to \$15,000.; and

WHEREAS, as a part of the service agreement with US Workvan Inc, the following repairs will be completed:

- Replacing broken awning on exterior of van
- Purchasing/installing ramp in the back of van to assist with loading supplies on carts in and out of van
- Installing a barrier between the passenger space and the cargo space
- Adding shelves and drawers to store vaccination/screening supplies for events within the community; and

WHEREAS, these repairs will require three months to complete; and

WHEREAS, as there is only one vendor in Lansing that can complete this work, it is essential to enter into this contract with US Workvan Inc. in order to transition the Mobile Health Unit into a vehicle that is safe and efficient to operate; and

WHEREAS, these Mobile Health Unit events provide critical access for Ingham County's more vulnerable populations to vaccinations, health screenings, wellness exams and more; and

WHEREAS, all costs for this agreement will be covered by funding from Michigan Department of Health & Human Services (MDHHS) approved through Resolution #23-338; and

WHEREAS, the Medical Health Officer recommends that the Ingham County Board of Commissioners authorize entering into an agreement with US Workvan Inc. to complete repairs on ICHD's Mobile Health Unit, effective October 1, 2023 to September 30, 2024 in an amount not to exceed \$15,000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with US Workvan Inc. to complete repairs on ICHD's Mobile Health Unit, effective October 1, 2023 to September 30, 2024 in an amount not to exceed \$15,000.

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.