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

THE FINANCE COMMITTEE WILL MEET ON WEDNESDAY, SEPTEMBER 20, 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/89160266022>.

Agenda

Call to Order
Additions to the Agenda
Limited Public Comment

1. Financial Services – Presentation of the Audit and Financial Statements for 2022 (*Please Bring the Financial Statement Report Previously Distributed*)
2. Treasurer's Office
 - a. Resolution to Transfer \$520,000 in [Housing Trust Fund Funds](#) Already Allocated to the Ingham County Land Bank to Provide Gap Financing for Five Organizations/Contractors for the New Construction/Rehab of Seven Single-Family Houses
 - b. Resolution to Approve a Local Support Letter Authorizing the Ingham County Housing Trust Fund to Submit a [Letter of Intent](#) to Apply for the Community Development Block Grant Housing Improving Local Livability Program Made Available through the Michigan State Housing Development Authority for Homeowner Improvement and Demolition/Reconstruction/Resale Projects in Non-Entitlement Areas of Ingham County
3. Clerk's Office – Resolution to Authorize the [Election Education Mailer](#) for 2023
4. Sheriff's Office – Resolution to Authorize an OWI Blood Draw Agreement with [Mobile Medical Response](#)
5. Prosecuting Attorney's Office – Resolution to Authorize an Agreement between the Michigan Department of Health and Human Services and the Ingham County Prosecutors Office under the 2024 FY [Stop Violence Against Women Grant](#)
6. Circuit Court
 - a. Resolution to Authorize an Agreement with [Northpointe](#) Client Management Software for the Circuit Court General Trial Division
 - b. Resolution to Authorize an Agreement with [Smart Home/Smart Office](#) for Upgrades to Courtroom Audio Processors and Other Courtroom Technology

7. Circuit Court – Family Division
 - a. Resolution for Acceptance of the [Child and Parent Legal Representation Grant](#) from the Michigan Department of Health and Human Services
 - b. Resolution for Acceptance of the [Raise the Age Grant](#) from the Michigan Department of Health and Human Services
 - c. Resolution to Authorize a Three-Year Contract with Various [Residential Placements](#)
8. Friend of the Court – Resolution to [Amend Resolution #23-349](#) which Authorizes Agreements with the State of Michigan Department of Health and Human Services Office of Child Support for the Title IV-D Cooperative Reimbursement Program
9. Office of the Public Defender – Resolution to Authorize the Addition of Two Assistant [Public Defender Positions](#) and One Social Worker Position within the Office of the Public Defender
10. 55th District Court – Resolution Authorizing the Ingham County 55th District Court to Accept a Supplemental Grant Award from the Michigan Supreme Court State Court Administrative Office-Michigan [Mental Health Court Grant](#) Program and Authorize Amendments to Associated Subcontracts if Necessary
11. 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
12. Michigan Rehabilitation Services – Resolution to Authorize a [Cooperative Cash Match](#) Agreement with Michigan Rehabilitation Services
13. Parks Department
 - a. 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
 - b. Resolution to Amend and Extend the Agreement with the [Friends of the Ingham County Parks](#)
 - c. 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
 - d. Resolution to Authorize the Acceptance of the Project Agreement for a Michigan Natural Resources Trust Fund [Grant #TF22-0076](#)
 - e. Resolution to Authorize the Acceptance of the Project Agreement for a Michigan Natural Resources Trust Fund [Grant #TF22-0077](#)
14. 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.](#)
15. Purchasing Department – Resolution to Approve the [Disposal of County-Owned Surplus](#)
16. Innovation & Technology Department
- a. Resolution to Approve the Purchase of [Cloudflare](#) DNS Services from Sentinel Technologies
 - b. Resolution to Approve Redundancy in Phone System by [Sentinel Technologies](#)
17. Facilities Department
- a. Resolution to Authorize an Agreement with [Redguard Fire & Security, Inc.](#), for Monitoring, Warranty and Inspection Services for the Fire Panel at the Hilliard Building
 - b. Resolution to Authorize an Agreement with [Boynton Fire Safety Service LLC](#), for the Fire Safety Services for Multiple County Facilities
18. Road Department – Resolution to Approve the [Reorganization](#) of the Road Department
19. Human Resources Department
- a. Resolution Certifying Representatives for the [MERS](#) 2023 Retirement Conference
 - b. Resolution to Waive the [Public Act 152](#) Health Care Requirements for 2024
 - c. Resolution to Accept the Recommendation of the Ingham County [Health Care Coalition](#) for Employee Benefits for 2024 and Authorizing Letters of Agreement with Bargaining Units
20. Controller/Administrator Office
- a. Resolution to Approve an Agreement with [Andrews Technology HMS, Inc.](#) for Time and Attendance Services
 - b. Closed Session Consult with Counsel Pursuant to MCL 15.268 (1)(d) (*Closed Session*)
21. Board Referral – Notice from the State of Michigan [Department of Treasury](#) Regarding the Intent to Withhold State Payments

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.

SEPTEMBER 20, 2023 FINANCE AGENDA STAFF REVIEW SUMMARY

RESOLUTION ACTION ITEMS:

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

- 2a. Treasurer's Office** – *Resolution to Transfer \$520,000 in Housing Trust Funds Already Allocated to the Ingham County Land Bank to Provide Gap Financing for Five Organizations/Contractors for the New Construction/Rehab of Seven Single Family Houses*

This resolution authorizes a transfer of \$520,000 in HTF funds already allocated to the Ingham County Land Bank to provide gap financing for seven new single-family houses. Land Bank has demonstrated commitment to supporting the work of emerging developers, including working with HTF Competitive grant applicants to identify opportunities for gap financing projects to allow for the construction of up to 7 of the 16 houses approved through Resolution #23-047. The Ingham County Land Bank will transfer a total of \$520,000 of the \$1,750,000 allocated for the new construction/rehab of single-family homes back to the Housing Trust Fund for use as additional competitive grant funds.

The projects include:

- \$150,000 to Habitat for Humanity Capital Region for the new construction of two houses on Ingham St in Lansing
- \$100,000 to VMG Construction LLC for the new construction of two houses on Christiansen Rd. in Lansing
- \$90,000 to Eastside Community Action for the new construction of one house on McCullough St in Lansing
- \$90,000 to Business Credit Coaching and Consulting LLC for the new construction of one house on Dornell St. in Lansing
- \$90,000 to the Mikey 23 Foundation for rehabilitation of 1821 S. Rundle in Lansing

See memo for details.

- 2b. Treasurer's Office** – *Resolution to Approve a Local Support Letter Authorizing the Ingham County Housing Trust Fund to Submit a Letter of Intent to Apply for the Community Development Block Grant Housing Improving Local Livability Program Made Available through the Michigan State Housing Development Authority for Homeowner Improvement and Demolition/Reconstruction/Resale Projects in Non-Entitlement Areas of Ingham County*

This resolution approves a local support letter for the Housing Trust Fund to submit a letter of intent to apply for a CDBG Housing Improving Local Livability Program funds. The Housing Trust Fund plans on applying for \$500,000 in funds and the letter of intent to apply is due September 25.

See memo for details.

3. Clerk's Office – Resolution to Authorize the Election Education Mailer for 2023

This resolution authorizes the mailing of an Election Education Mailer to prepare Ingham County voters for the 2024 Presidential Election and inform them to election changes resulting from Proposal 2022-02, which gave Michigan's qualified registered voters the ability to sign up for their local Clerk's Permanent Mail Ballot List (PMBL), guaranteed at least 9 days of early voting, expands the window of time that Military and Overseas Voters can have their ballots received, and more.

An RFP for mailing services was issued, and Detroit Legal News Co., D/B/A: Inland Press won the bid. Funding for the not to exceed price of \$65,000 is available in the County Clerk's Office budget.

See memo for details.

4. Sheriff's Office – Resolution to Authorize an OWI Blood Draw Agreement with Mobile Medical Response

This resolution authorizes an agreement with Mobile Medical Response (MMR) for OWI related blood draws. Lansing-Mason Area (LMA) ambulance service was the previously approved contractor for blood draws, but LMA went out of business earlier this year and MMR entered into an agreement for emergency medical services for the greater Mason, surrounding out-county/rural area; which includes primary emergency medical response to the Ingham County Correctional Facility.

The cost associated for the OWI related blood draw service would remain the same throughout the entirety of the agreement, at a rate of \$250.00 per blood draw, not to exceed \$10,000 per calendar year. The source of funding for this contract will be the Corrections/Contractual Services account.

See memo for details.

5. Prosecuting Attorney's Office – Resolution to Authorize an Agreement between the Michigan Department of Health and Human Services and the Ingham County Prosecutors Office under the 2024 FY Stop Violence Against Women Grant

This resolution authorizes an agreement with MDHHS for a \$104,215 STOP Violence Against Women grant. The funding will go toward a full-time Assistant Prosecuting Attorney (current position, not looking for a new position). This is the fifth year the PA's Office has been awarded the grant.

See memo for details.

6a. Circuit Court – Resolution to Authorize an Agreement with Northpointe Client Management Software for the General Trial Division

This resolution authorizes an agreement with Equivant – Northpointe, Inc., for the purchase of client management software for Pre-Trial Services. Equivant provided a competitive bid for a customized system for a total price of \$61,490. This price includes a one-time set up fee, 15 user licenses, onsite training, and unlimited phone/email support. Additionally, said price includes data conversion of the existing Pretrial files that currently exist in Courtview. After the first year, the General Trial Division will be required to pay \$23,500 annually for subscription renewals, maintenance, support, hosting, and text message alerts to clients. Funding is available in the 2023 CIP Equipment Revolving Loan fund.

See memo for details.

6b. Circuit Court – Resolution to Authorize an Agreement with Smart Home/Smart Office for Upgrades to Courtroom Audio Processors and Other Courtroom Technology

This resolution authorizes an agreement with Smart Home/Smart Office to install and configure new audio processors for Courtroom 5 and Courtroom 6 at the Veterans Memorial Courthouse. Smart Home/Smart Office is on the MiDeal Extended Purchasing Program.

Funding for the \$30,938.20 is available in the Circuit Court's CIP Courtroom Technology Upgrade project.

See memo for details.

7a. Circuit Court – Family Division – Resolution for Acceptance of the Child and Parent Legal Representation Grant from the Michigan Department of Health and Human Services

This resolution approves the acceptance of a \$121,100 Child and Parent Legal Representation Grant from MDHHS. Funds will be used to:

- improve the quality of legal representation for children and adults who have had neglect and abuse actions filed with the Court
- reimburse attorneys and Lawyers Guardian Ad Litem for training
- pay annually for the Lawyers Guardian Ad Litem to have access to web based legal research and court rules
- compensate court appointed attorneys to represent parents and children in vertical and collateral cases in order to create early permanency for the child
- recruit new attorneys through a Mentorship Program
- increase the reimbursement rate for Team Decision Meetings and encourage participation in Foster Care Review Board proceedings by providing financial compensation

See memo for details.

7b. Circuit Court – Family Division – Resolution for Acceptance of the Raise the Age Grant from the Michigan Department of Health and Human Services

This resolution approves the acceptance of a \$205,100 Raise the Age Grant from MDHHS. Funds from the grant will be used to reimburse the Juvenile Division for non-eligible Child Care Fund expenses related to Raise the Age, and to fund for a Juvenile Court Officer to provide case supervision of informal cases assigned to the Intake Division.

See memo for details.

7c. Circuit Court – Family Division – Resolution to Authorize a Three-Year Contract with Various Residential Placements

This resolution authorizes three-year contracts with various, approved residential placement facilities. Entering into three-year contracts with various residential treatment facilities allows the Juvenile Division to forecast costs. The Juvenile Division has thoroughly examined and investigated all treatment facilities on the list.

See memo for details.

8. **Friend of the Court** – *Resolution to Amend Resolution #23-349 which Authorizes Agreements with the State of Michigan Department of Health and Human Services Office of Child Support for the Title IV-D Cooperative Reimbursement Program*

This resolution authorizes an amendment to Resolution #23-349, which authorized agreements with MDHHS Office of Child Support for Title IV-D Cooperative Reimbursement Program. This amendment recognizes an additional \$1,202,065 is State funding.

See memo for details.

9. **Office of the Public Defender** – *Resolution to Authorize the Addition of Two Assistant Public Defender Positions and One Social Worker Position within the Office of the Public Defender*

This resolution authorizes two additional Assistant Public Defenders and one Social Worker in the Office of the Public Defender. These positions are primarily funded through the Michigan Indigent Defense Commission (MIDC) and the local funding is included in the 2024 Controller's Recommended Budget.

See memo for details.

10. **55th District Court** – *Resolution Authorizing the Ingham County 55th District Court to Accept a Supplemental Grant Award from the Michigan Supreme Court State Court Administrative Office- Michigan Mental Health Court Grant Program and Authorize Amendments to Associated Subcontracts if Necessary*

This resolution authorizes entering into a contract with the SCAO-MMHCGP for supplemental funding not to exceed \$18,000 for a total budget not to exceed \$591,284 to include original SCAO-MMHCGP grant funds in the amount of \$436,978, supplemental SCAO-MMHCGP funds not to exceed \$18,000, Ingham County In-Kind matching funds not to exceed \$102,430 with no local hard cash matching funds, and Community Mental Health Authority of Clinton, Eaton, and Ingham Counties Local In-Kind Contributions not to exceed \$33,876 for the time period of October 1, 2022 through September 30, 2023.

11. **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.

12. **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.

13a. Parks Department - 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.

13b. Parks Department - 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.

13c. Parks Department - 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.

13d. Parks Department - 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.

13e. Parks Department - 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.

14a. Health Department - 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).

14b. Health Department - 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.

14c. Health Department - 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.

14d. Health Department - 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

14e. Health Department - 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.

14f. Health Department - 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 (ICHD's) school-based and school-linked health centers.

14g. Health Department - 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.

14h. Health Department - 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.

14i. Health Department - 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.

14j. Health Department - 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.

14k. Health Department - 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.

15. Purchasing Department – Resolution to Approve the Disposal of County-Owned Surplus

This resolution approves the disposal of surplus County property publicly advertised online through GOVDEALS.COM. Bidder payment is received by GOVDEALS.COM and then the proceeds are forwarded to the Purchasing Department, and subsequently deposited in the General Fund or appropriate account. There is no cost to the County since the bidder pays a 12.5% premium on the winning bid amount. The surplus list is attached to the resolution.

See memo for details.

16a. Innovation & Technology Department – Resolution to Approve the Purchase of Cloudflare DNS Services from Sentinel Technologies

This resolution approves the purchase of Cloudflare Domain Naming Service (DNS) services from Sentinel Technologies. Ingham County currently hosts our own Domain Naming Service (DNS) servers which provide name resolution to users utilizing the public internet. The self-hosted servers are redundant but have a single point of failure being the County's single connection to the internet. In addition, these servers do not have any

technology in place to prevent various types of DNS related attacks such as Distributed Denial of Service attacks (DDoS). Best practices dictate that DNS servers are hosted on multiple connections to the internet.

Funding for the five-year service agreement of \$247,000 is available in the Innovation and Technology Department's Network Software fund.

See memo for details.

16b. Innovation & Technology Department – Resolution to Approve Redundancy in Phone System by Sentinel Technologies

This resolution authorizes the purchase of hardware, software, and installation services from Sentinel Technologies for redundant phone systems. This will add a secondary connection that can spread out usage across the sites during normal times but also replace the primary should it experience an outage. This proposal will also upgrade our phone system to full redundancy.

Funding for the not to exceed \$37,000 cost is budgeted and will come from the County's Network Fund.

See memo for details.

17a. Facilities Department – Resolution to Authorize an Agreement with Redguard Fire & Security, Inc., for Monitoring, Warranty and Inspection Services for the Fire Panel at the Hilliard Building

This resolution authorizes an agreement with Redguard Fire & Security, Inc. for daily monitoring, alerts for any malfunctions, yearly inspection of equipment, and a five-year extended warranty for services.

17b. Facilities Department – Resolution to Authorize an Agreement with Boynton Fire Safety Service LLC, for the Fire Safety Services for Multiple County Facilities

This resolution authorizes a three-year agreement with Boynton Fire Safety Services for fire alarm testing, fire extinguisher, and fire suppression services. The current agreement for fire safety services has expired and a request for proposal was carried out by the Purchasing department who solicited proposals from qualified vendors. Boynton Fire Safety Services, a local vendor, submitted the lowest responsive and responsible proposal of \$73,080 for a three-year term with a two-year renewal option.

Funding is available in the Facilities Maintenance Contractual budget.

See memo for details.

18. Road Department – Resolution to Approve the Reorganization of the Road Department

This resolution authorizes the Road Department reorganization that was presented at the last County Services meeting. The reorg, which is funded entirely through the Road Department Fund, consists of the following:

- One new Office Coordinator position placed in the Managerial/Confidential group at pay grade MC6
- Three additional Highway Worker Class 4 positions - TPOAM
- Two additional Highway Worker Class 5C positions - TPOAM
- Five employees in the Sign & Signal Shop transferred within the Road Department - TPOAM
- An updated job description for Engineering Technician 4/5 - OPEIU

See memo for details.

19a. Human Resources – Resolution Certifying Representatives for the MERS 2023 Retirement Conference

This resolution certifies Ingham County representatives for the 2023 MERS Retirement Conference. Representatives are:

- Employee Delegate: Jill Bauer, Sr. Budget Analyst
- Officer Delegate: Alan Fox, Treasurer

See memo for details.

19b. Human Resources – Resolution to Waive the Public Act 152 Health Care Requirements for 2024

This resolution waives the County from complying with Public Health Act 152, which requires the employer cost be no more than 80% of the cost or no more than a certain dollar amount detailed in the law (hard caps). The County will continue with the current plan medical benefits and will self-insure a portion of the health insurance cost. The uncertainty associated with the savings from this makes it very difficult to determine if the County will be in compliance with the hard caps or the 80% requirements.

See memo for details.

19c. Human Resources – Resolution to Accept the Recommendation of the Ingham County Health Care Coalition for Employee Benefits for 2024 and Authorizing Letters of Agreement with Bargaining Units

This resolution approves the recommended changes to the 2023 healthcare benefits based on the Health Care Coalition’s recommendations, which include:

- No change to base plan with slight increases to PHP High and Standard Plans
- Increase in HSA contributions to \$ 850 single/\$1,700 2-person/family
- Increase in waiver by 5% per group (full family, two-person, single)

See memo for details.

20a. Controller’s Office – Resolution to Approve an Agreement with Andrews Technology HMS, Inc. for Time and Attendance Services

This resolution authorizes an agreement with Andrews Technology HMS, Inc., for time and attendance services related to the BS&A ERP upgrade. Andrews was the subcontractor for the winning BS&A proposal. Time and attendance services include but are not limited to web-based time & attendance software, electronic time cards, physical time clocks (where applicable), employee web services (PC entry, mobile applications), labor tracking (activity-based reporting), accrual modules, advanced scheduling modules, and BS&A payroll interface.

The fee breakdown for the time and attendance services include:

• UKG Web-based Time & Attendance Software/Hosting:	\$75,600/Year
• 20 Proximity Terminal Physical Time Clocks	\$39,800/Year
• Annual Software Maintenance	\$2,995/Year
• Annual Hardware Maintenance	\$5,900/Year
• Implementation	<u>\$51,400</u>
TOTAL ANDREWS YEAR ONE COSTS	\$175,695

See memo for details.

PRESENTATION/DISCUSSION/OTHER ITEM:

1. **Financial Services** – *Presentation of the Audit and Financial Statements for 2022*
- 20b. **Controller's Office** – *Consult with Counsel pursuant to MCL 15.268 (1)(e) (Closed Session)*
21. **Board Referral** – *Notice from the State of Michigan Department of Treasury Regarding the Intent to Withhold State Payments*

TO: County Services and Finance Committees

FROM: Alan Fox, Ingham County Treasurer and Housing Trust Fund Committee Chair

DATE: September 1, 2023

SUBJECT: Board of Commissioner approval for agreement amendment to transfer \$520,000 in Housing Trust Fund dollars from the Ingham County Land Bank to Housing Trust Fund Competitive Grant Funds

BACKGROUND

The Board of Commissioners created the Ingham County Housing Trust Fund (HTF) and allocated \$9 million of American Rescue Plan (ARP) funds to the HTF to promote the construction and rehab of affordable housing in Ingham County. Through Resolution #23-047, the Board approved an allocation of \$1,750,000 in Housing Trust Funds to the Ingham County Land Bank for the construction and rehab of up to 16 single-family houses. Through Resolution #23-246, the Board approved allocation of \$2 million for high density projects selected through a competitive grant application process, and authorized Ingham County Land bank (ICLB) to reallocate funding approved in Resolution #23-047 to up to eight developers, contractors, and organizations who submitted HTF competitive grant proposals for the new construction/rehab of scattered single-family homes on land owned or recently sold by the Ingham County Land Bank.

Land Bank has demonstrated commitment to supporting the work of emerging developers, including working with HTF Competitive grant applicants to identify opportunities for gap financing projects to allow for the construction of up to 7 of the 16 houses approved through resolution 23-047. The Ingham County Land Bank will transfer a total of \$520,000 of the \$1,750,000 allocated for the new construction/rehab of single-family homes back to the Housing Trust Fund for use as additional competitive grant funds. This will allow the County to authorize agreements with 5 contractors/organizations for the construction/rehab of 7 single family homes.

FINANCIAL IMPACT

The \$520,000 in transferred funds has previously been allocated within the \$1.75 million of ARP revenue designated for use by the Ingham County Land Bank. Requirements for the use of Federal ARP funds are that funds be committed by December 31, 2024 and spent by December 31, 2026. A contributing factor in the recommendation is that the recipients selected will have the capacity to complete projects earlier than the ICLB due to the volume of projects the ICLB is currently managing.

RECOMMENDATION

Amend Land Bank Agreement for Single Family Home Construction, reducing the total amount of the agreement to \$1,230,000 for the construction of up to 9 single family homes. The Housing Trust Fund Committee recommends adoption of the resolution to transfer \$520,000 of Housing Trust Fund monies to five entities for subsidizing partial construction costs to build/rehab 7 single-family houses and develop contracts as detailed below:

- \$150,000 to Habitat for Humanity Capital Region for the new construction of two houses on Ingham Street in Lansing
- \$100,000 to VMG Construction LLC for the new construction of two houses on Christiansen Road in Lansing

- \$90,000 to Eastside Community Action for the new construction of one house on McCullough Street in Lansing
- \$90,000 to Business Credit Coaching and Consulting LLC for the new construction of one house on Dornell Street in Lansing
- \$90,000 to the Mikey 23 Foundation for rehabilitation of 1821 S. Rundle in Lansing; and

Most of the proposals are ready or nearly ready to begin work, and have committed to completing work within the ARP time limits.

Introduced by County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO TRANSFER \$520,000 IN HOUSING TRUST FUND FUNDS ALREADY ALLOCATED TO THE INGHAM COUNTY LAND BANK TO PROVIDE GAP FINANCING FOR FIVE ORGANIZATIONS/CONTRACTORS FOR THE NEW CONSTRUCTION/REHAB OF SEVEN SINGLE-FAMILY HOUSES

WHEREAS, the Ingham County Board of Commissioners (the Board), in Resolution #23-047 approved \$1,750,000 in Housing Trust Funds (HTF) to the Ingham County Land Bank (ICLB) for the construction/rehabilitation of up to 16 scattered single-family houses; and

WHEREAS, Resolution #23-276 authorized and additional \$2,000,000 in agreements for high density project proposals with a high ratio of created units per investment through the HTF competitive grants; and

WHEREAS, Resolution #23-276 also referred up to eight organizations, developers and contractors who submitted HTF Competitive Grant proposals to ICLB to identify the specific project scope, budget, and timelines for the construction/rehab of single-family housing on parcels owned/sold by ICLB; and

WHEREAS, ICLB has committed significant time, effort, and funding to prioritize partnerships with emerging developers while investing in the construction, repurposing, and rehabilitation of single-family homes to promote affordable homeownership opportunities to build wealth and equity in Ingham County.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves amending the agreement authorized in Resolution #23-276 to reduce the funds awarded to the Ingham County Land Bank by \$520,000, thereby reducing the number of single-family houses to be constructed/rehabbed from up to 16 to 9, while designating \$5,000 to the Land Bank for its work to finalize these proposals; and

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners hereby approves entering into contracts up to the total amount of \$520,000 with the entities designated within the table below.

BE IT FURTHER RESOLVED, that each contract will include specific terms, consistent with American Rescue Plan requirements, to ensure housing constructed or rehabilitated using these funds will remain accessible and affordable to income-qualified residents.

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

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

Table A: Single Family New Construction/Rehab to Create New Homeowner Units

Applicant	Project Location	Number of Homeowner Units Created	Est. Cost of Construction (per unit)	Est. Sales Proceeds (per unit)	Gap Amount (per unit)	Total Proposed HTF Award
Habitat for Humanity Capital Region	Vacant lots on Ingham St Lansing	2	\$225,000	\$150,000	\$75,000	\$150,000
Eastside Community Action Center	1036 McCullough St Lansing	1	\$240,700	\$150,700	\$90,000	\$90,000
Business Credit Coaching and Consulting LLC	836 Dornell St Lansing	1	\$250,000	\$160,000	\$90,000	\$90,000
VMG Construction LLC	Vacant lots on Christensen St Lansing	2	\$225,000	\$175,000	\$50,000	\$100,000
The Mikey 23 Foundation	1821 S Rundle Lansing	1	\$250,500	\$160,500	\$90,000	\$90,000

TO: County Services and Finance Committees

FROM: Alan Fox, Ingham County Treasurer and Housing Trust Fund Committee Chair

DATE: September 8, 2023

SUBJECT: Board of Commissioner approval of Local Support Letter Authorizing the Ingham County Housing Trust Fund to apply for Community Development Block Grant (CDBG) Housing Improving Local Livability Program dollars

BACKGROUND

The Board of Commissioners created the Ingham County Housing Trust Fund (HTF) and allocated \$9 million of American Rescue Plan (ARP) funds to the HTF to promote the construction and rehab of affordable housing in Ingham County.

As of today, the County has committed nearly \$8,500,000 of the available \$9,000,000 in ARP funds to address an urgent need to increase the supply of affordable housing throughout the County, including a commitment of nearly \$3 million to support the creation of infill housing in partnership with the Ingham County Land Bank, and an additional \$1.5 million to expand established homeowner occupied rehabilitation programming with a focus on rural, out-county areas. However, due to rising construction costs and the persistent shortage of affordable housing across the region, the need for these services far outpaces the availability of funding. The Housing Trust Fund anticipates applying for \$500,000 in CDBG Housing Improving Local Livability (CHILL) Program funds to supplement and support demolition/reconstruction/resale costs for an infill housing project in Leslie managed by the Ingham County Land Bank, and for additional funds to support additional homeowner occupied housing rehab and improvement costs, leveraging funds the Board approved in RESOLUTION #23-125 committing \$1,000,000 in Housing Trust Fund funds and up to \$500,000 in the Elder Services Millage Fund Balance to eligible expenses that expand and streamline the Homeowner Rehabilitation Program administered by Capital Area Housing Partnership and Capital Area Community Services.

MSHDA has structured the CHILL Program application to include submission of a letter of intent to apply for funds, which must include a local support letter and an acknowledgement of CDBG Compliance Requirements signed by the applicant Authorizing Official (Chairperson of the Board of Commissioners), due September 25, 2023. The Housing Trust Fund is requesting Board of Commissioner support for submitting a Letter of Intent to apply. Such funding will allow for additional infill housing and the restoration and repair of homeowner occupied houses in non-entitlement areas of Ingham County

FINANCIAL IMPACT

None Immediately. If MSHDA approves Letter of Intent to Apply for the CHILL Program, and awards the anticipated request for \$500,000, the financial impact will be an additional \$500,000 for Housing Trust Fund supported infill housing and homeowner occupied housing rehab activities.

RECOMMENDATION

The recommendation is that the Ingham County Board of Commissioners authorize County Chairperson to sign the attached Local Support Letter and Acknowledgement of CDBG Compliance Requirements to authorize Ingham County Housing Trust fund to submit letter of intent to apply for CHILL Program funds by September 25, 2023. If approved by MSHDA to submit an application, the CHILL Program funds requested would support a combination of demolition/reconstruction/resale and homeowner occupied improvement projects in non-entitlement areas of Ingham county.

CDBG HOUSING IMPROVING LOCAL LIVABILITY (CHILL) PROGRAM

ACKNOWLEDGEMENT OF CDBG COMPLIANCE REQUIREMENTS FOR LETTER OF INTENT

I have reviewed the following list of MSHDA CDBG Program Compliance Documents and understand they are required to be submitted with the CDBG Application or prior to receiving a Grant Agreement as indicated.

Name:	Signature:
Title:	
Date:	

Required Compliance	Due Date
1. Citizen Participation Plan	Submitted with Application
2. Publication Affidavit and Public Hearing with Meeting Minutes	Submitted with Application
3. CDBG Authorizing Resolution	Submitted with Application
4. NEPA Environmental Review	<i>Submitted Before Grant Signed</i>
5. Community Development Narrative	Submitted with Application
6. UGLG Procurement Procedure	Submitted with Application
7. UGLG Annual Profile Review	Submitted with Application
8. Certifications by the Applicant UGLG	Submitted Before Grant Signed
9. Statement of Assurances	Submitted Before Grant Signed

REQUIRED DOCUMENT DESCRIPTIONS

1. Citizen Participation Plan (24 CFR Part 570.486 (a))

All applicants for CDBG funding are required to have adopted a Citizen Participation Plan as set forth in 24 CFR Part 570.486 (a). Applicants may develop their own plan or adopt MSHDA's Citizen Participation Plan which can be found here: [citizenparticipationdocforadoptionpdf.pdf \(michigan.gov\)](#). Additional information regarding the development of Citizen Participation Plans will be included in the application.

2. Publication Affidavit and Public Hearing with Meeting Minutes

Notice for public hearings, will show that five (5) calendar days minimum notice was provided to citizens, and that the notice was published in a local or applicable newspaper. Applicants must submit proof of notice in the form of an affidavit or a copy of the newspaper page showing the publication date and each public notice with the application.

The following items must be included in the first public notice:

- The amount of funds available for proposed project.
- The range of activities that may be undertaken, including the estimated amount proposed to be used for activities that will benefit LMI persons.
- The plans of the applicant for minimizing displacement of persons as a result of activities assisted with such funds and the benefits to be provided by persons actually displaced as a result of such activities, [if applicable].
- If applicable, the applicant must provide citizens with information regarding the applicant's performance in prior CDBG programs funded by the State.

3. CDBG Authorizing Resolution

By default, the highest elected official assumes responsibility of the grant application process, in addition to signing the grant agreement, oversight of grant activities, and signing of grant documents, pay requests, etc. However, the ability to sign grant documents can be delegated to another official (elected or hired). The Authorizing Resolution should be completed prior to signing grant related documents but is often in tandem with the public hearing for the overview of the proposed project, a template authorizing resolution form will be provided with the application. can be made available by the CDBG Specialist upon request.

4. NEPA Environmental Review

Recipients of state Community Development Block Grant (CDBG) funds are required to comply with the National Environmental Policy Act of 1969 (NEPA) regarding the environmental review of proposed project activities. The purpose of NEPA is to protect and enhance our environment by mitigating the environmental impacts of federally assisted projects. The requirements apply to the entire project; this includes both project activities funded with state CDBG funds and activities funded by other sources such as private or other public funds.

In addition, recipients of funds under the Michigan CDBG Program are required to adhere to Title I, Section 104(f) of the Housing and Community Development Act Amendments of 1981 (P.L. 97-35). Environment review requirements are further implemented through federal regulations including Environmental Review Procedures for Title I Community Development Block Grant Programs (24 CFR Part 58) and the National Environmental Policy Act of 1969 implementing regulations (40 CFR Part 1500 – 1508).

The environmental review procedures consist of gathering relevant environmental information concerning the project, writing letters, publishing certain notices, and observing the required public comment periods. The completion of environmental review procedures is a lengthy process. It is, therefore, recommended that the applicant conduct the environmental review process simultaneously with the preparation of the state CDBG application.

Recipients must appoint a Certifying Officer. The Certifying Officer, responsible for compliance with all environmental review requirements, is usually the chief elected official for the responsible entity/jurisdiction in which the project is located, or his/her designee. The designee should be an official with the legal authority to unilaterally sign a contract which obligates the grantee. The original of this executed form must be included in the Environmental Review Record.

Prior to committing any project funds or incurring any project costs, both grant and non-grant costs, and before releasing funds under the state CDBG program, recipients must complete the environmental review requirements and procedures. The incurring of costs prior to completion of environmental review procedures is prohibited pursuant to 24 CFR Part 58.22 (limitations on activities pending clearance) and 24 CFR Part 58.32 (project aggregation).

Incurring costs is defined as making any commitments relevant to the project, including signing contracts, ordering equipment, or performing any work other than activities determined to be exempt from NEPA.

Any costs incurred prior to the completion of the environmental review procedures could jeopardize or cause the withdrawal of federal funds from the project.

5. Community Development Narrative (24 CFR 91.325 (3))

The UGLG will need to provide a description of its community development and housing needs, including the needs of the low-income and moderate-income families, and the activities to be undertaken to meet these needs. The UGLG will be able to refer to any locally adopted plans to respond to questions/prompts in the application. A weblink to a copy of a locally adopted plan can be used to support references in the application, but must include page and paragraph. Additional instructions regarding the creation of a 'Community Development Narrative' will be included in the application.

6. UGLG Procurement Procedure

This procedure must be written and adopted prior to securing any contract services with CDBG funding. The procurement policy must meet all the requirements contained in 2 CFR 200.317. If a procurement policy is already in place, the UGLG must determine whether it includes all federal requirements and be based on full and open competition. The policies and procedures shall also include standards of conduct governing employees engaged in the award or administration of contracts.

7. UGLG Partnership Profile

Applicants must complete an Annual Profile Review before signing a grant agreement. Instructions will be included in the application and can be completed during the application process.

8. Certifications by the Applicant UGLG

The Applicant UGLG will be required to sign and submit forms provided by MSHDA stating that the person identified in the Authorizing Resolution certifies all application process steps have been completed and applicable laws will be followed.

9. Statement of Assurances

The Applicant UGLG will be required to sign and submit assurance forms provided by MSHDA that state that the person identified in the Authorizing Resolution assures compliance with applicable federal cross-cutting regulations.

[TO BE PLACED ON BOARD OF COMMISSIONERS OFFICE LETTERHEAD]

Ingham County Courthouse
P.O. Box 215
Mason, MI 48854-0215
(517) 676-7220

Veterans Memorial Courthouse
313 W. Kalamazoo Street
Lansing, MI 48933

9/25/2023

Re: LOCAL SUPPORT FOR INGHAM COUNTY LETTER OF INTENT TO APPLY FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOUSING IMPROVING LOCAL LIVABILITY (CHILL) PROGRAM

To Whom It May Concern:

On behalf of the Ingham County Board of Commissioners, I am writing this letter to express our strong support for an opportunity for Ingham County to apply for CDBG Housing Improving Local Livability Program funds. Such funding will allow for additional infill housing and the restoration and repair of homeowner occupied houses in non-entitlement areas of Ingham County where the need is great, yet remains critically underfunded.

The Housing Trust Fund (HTF) was established by the Ingham County Board of Commissioners to encourage construction, improvement, and maintenance of affordable, sustainable housing to help establish homeownership, and build wealth and equity in Ingham County.

The Housing Trust Fund Committee consists of seven members including County representatives and County residents. The Committee holds monthly public meetings where community members are encouraged to participate in discussions regarding policies and procedures for the implementation of the HTF that will ensure fair and equitable access to the fund, develop collaborative partnerships, and establish mechanisms to sustain and leverage funding opportunities.

As of today, the County has committed nearly \$8,500,000 of the available \$9,000,000 in ARP funds to address an urgent need to increase the supply of affordable housing throughout the County, including a commitment of nearly \$3 million to support the creation of infill housing in partnership with the Ingham County Land Bank, and an additional \$1.5 million to expand established homeowner occupied rehabilitation programming with a focus on rural, out-county areas. However, all indicators and feedback from County residents, housing partners, and contractors tell us that the need for services far outpaces the availability of funding.

According to the Tri-County Regional Planning Commission [Housing Drives](#) data book, many out-county and rural areas in Ingham County are facing issues with an aging housing stock, with more than a third of housing units built prior to 1970s for much of the region. The data supports the need for policies and programs supporting home repair, renovation, and rehab of these units while providing diverse housing opportunities that support aging in place for areas of the County where median age is higher and increasing at a faster rate than the regional average.

The Ingham County Board of Commissioners supports the Housing Trust Fund efforts to expand current homeowner rehabilitation and infill housing activities in non-entitlement areas of Ingham County. Through this letter of intent, the County is proposing to apply for a combination of demolition/reconstruction/resale (DRR) and homeowner improvement program (HIP) activities that meet the objectives of the CHILL Program including:

- An anticipated request of up to \$250,000 to support blight removal and redevelopment efforts at the former Leslie High School site, leveraging \$648,972 provided by a State of Michigan Blight Removal grant for this work. This is an implementation-ready site, highly visible and impactful within the Leslie Community, that is anticipated to be completed within eighteen months.
- An anticipated request of up to \$250,000 to support home owner occupied program expansion activities, supplementing the support the County committed through RESOLUTION #23-125 that approved an additional \$1,000,000 in Housing Trust Fund funds and up to \$500,000 in the Elder Services Millage Fund Balance to eligible expenses that expand and streamline the Homeowner Rehabilitation Program administered by Capital Area Housing Partnership and Capital Area Community Services.
 - Note, the exact locations of the properties to be included in this program are still to be determined but will be limited to eligible owner-occupied housing units for residents making less than 80% of the area median income (AMI) that apply for assistance through existing rehab efforts supported by the Housing Trust Fund;

As Ingham County Board of Commissioners Chair and the Housing Trust Fund Committee member, I am proud to support these initiatives to create affordable infill housing and expand housing repair/rehab efforts for income qualified households in areas of the county with demonstrable need, and look forward to the successful application and project implementation process ahead.

Sincerely,

Ryan Sebolt, Chairperson
Ingham County Board of Commissioners

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE A LOCAL SUPPORT LETTER AUTHORIZING THE INGHAM COUNTY HOUSING TRUST FUND TO SUBMIT A LETTER OF INTENT TO APPLY FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT HOUSING IMPROVING LOCAL LIVABILITY PROGRAM MADE AVAILABLE THROUGH THE MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY FOR HOMEOWNER IMPROVEMENT AND DEMOLITION/RECONSTRUCTION/RESALE PROJECTS IN NON-ENTITLEMENT AREAS OF INGHAM COUNTY

WHEREAS, The Board of Commissioners created the Ingham County Housing Trust Fund (HTF) and allocated \$9 million of American Rescue Plan (ARP) funds to the HTF to promote the construction and rehab of affordable housing in Ingham County; and

WHEREAS, Ingham County has been invited by the Michigan State Housing Development Authority (MSHDA) to submit a letter of intent to apply for a CDBG Housing Improving Local Livability (CHILL) Program funds designed to provide financial assistance to non-entitlement units of general local governments to develop and preserve decent affordable housing for use by low-to-moderate income families; and

WHEREAS, eligible activities will support and complement existing HTF-backed efforts to make physical improvements to out-county and rural residential neighborhoods through demolition, redevelopment, and resale and the rehabilitation of homeowner occupied housing; and

WHEREAS, the project sites included in this grant must be limited to owner-occupied housing units in non-entitlement areas of Ingham county outside of the Cities of Lansing and East Lansing; and

WHEREAS, through Resolution #23-125, the Board approved allocation of \$1.5 million for rehab, and \$648,972 in a Blight Elimination Grant received by the Ingham County Land Bank will provide highly recommended local match funds for these projects; and

WHEREAS, the exact location of the properties to be included in this grant is still to be determined but will be limited to eligible owner-occupied housing units for residents making less than 80% of the area median income (AMI) that apply for assistance through programs supported by the Housing Trust Fund; and

WHEREAS, MSHDA requires a current Local Support Letter and Compliance Requirements Form be signed by the County's Chairperson indicating that this initiative has been vetted locally and has community support in order to be considered to submit a full application; and

WHEREAS, no project costs will be incurred prior to a formal invitation to submit the application, official notice of an award, completion of required environmental review procedures, and formal written authorization to incur costs is received from the Michigan State Housing Development Authority.

THEREFORE BE IT RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign the Local Support Letter and the Acknowledgement of CDBG Compliance Requirements for letter of intent to apply for CDBG Housing Improving Local Livability (CHILL) Program.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners supports the Housing Trust Fund in the submittal of a letter of intent to apply for a maximum of \$500,000 in CHILL funds to support aforementioned housing redevelopment and homeowner occupied housing rehabilitation activities.

Agenda Item 3

TO: Ingham County Board of Commissioners
 FROM: Chief Deputy County Clerk Scott Hendrickson
 DATE: September 5, 2023
 SUBJECT: Resolution to Authorize the Election Education Mailer for 2023

BACKGROUND

In 2022, voters in Michigan passed Proposal 2022-02 which gave Michigan’s qualified registered voters the ability to sign up for their local Clerk’s Permanent Mail Ballot List (PMBL), guaranteed at least 9 days of early voting, expands the window of time that Military and Overseas Voters can have their ballots received, and more. As with any change to election law, many voters will not be aware of their new and expanded rights and Clerk Byrum takes her role as a professional election administrator seriously, and is seeking to help to educate the public.

Previously, Clerk Byrum has contacted voters with regard to information about how to sign up for the Permanent Absent Voter Ballot Application List (PAVBAL), which was authorized under Proposal 2018-03. This mailing yielded tremendous results and tens of thousands of voters in Ingham County signed up for the PAVBAL list as a result of that education.

With the impending Presidential Primary election in 2024, Clerk Byrum seeks to educate voters as to the changes in Michigan Election Law. An RFP was required under the County’s purchasing policy due to the anticipated costs of this mailer. That process was completed and 8 vendors responded with proposals. The bid information is below for reference.

Vendor Name	Local Preference	Item 1		Item 2		Item 3		Item 4		Item 5		Item 6
		215,000 mailers/brochures/leaflets		215,000 mailers/brochures/leaflets		215,000 mailers/brochures/leaflets		215,000 mailers/brochures/leaflets		Cost to include warranties for the maintenance of confidentiality for this project	Quote price for postage upon invoice*	
		8.5" x 11", folding to 5.5", with one (1) color	Quote price for postage upon invoice*	8.5" x 11", folding to 5.5", with two (2) colors	Quote price for postage upon invoice*	8.5" x 9", folding to 4 1/8" x 9", with one (1) color	Quote price for postage upon invoice*	8.5" x 9", folding to 4 1/8" x 9", with two (2) colors	Quote price for postage upon invoice*			
Foresight Group	Yes, Lansing MI	\$ 12,821.35	as low as, .154 /five digit non-profit	\$ 13,887.83	as low as, .154 /five digit non-profit	\$ 12,257.28	as low as, .154 /five digit non-profit	\$ 13,144.95	as low as, .154 /five digit non-profit	No Cost	No Cost	No
Advantage Inc.	No, Anaheim CA	\$ 13,607.41	\$23,220.00 (NP saturation rate @ \$0.108/pc)	\$ 13,826.79	\$23,220.00 (NP saturation rate @ \$0.108/pc)	\$ 12,318.83	\$23,220.00 (NP saturation rate @ \$0.108/pc)	\$ 13,233.63	\$23,220.00 (NP saturation rate @ \$0.108/pc)	No Cost	No Cost	No
Extend Your Reach	Yes, Lansing MI	\$ 14,448.00	\$44,290.00	\$ 15,394.00	\$44,290.00	\$ 11,586.00	\$44,290.00	\$ 12,319.00	\$44,290.00	No Cost	No Cost	No
BRD Printing Inc.	Yes, Lansing MI	\$ 16,554.43	\$29,240.00	\$ 17,436.84	\$29,240.00	\$ 15,953.20	\$29,240.00	\$ 16,687.53	\$29,240.00	No Cost	No Cost	No
Detroit Legal News Co., D/B/A: Inland Press	No, Detroit MI	\$ 19,562.00	\$0.17 - \$0.20 each non-profit	\$ 20,342.00	\$0.17 - \$0.20 each non-profit	\$ 18,606.00	\$0.17 - \$0.20 each non-profit	\$ 19,153.00	\$0.17 - \$0.20 each non-profit	No Cost	No Cost	Yes
Allegra - Lansing Office*	Yes, Okemos MI	\$ 25,764.05	\$27,950.00	\$ 26,777.45	\$27,950.00	\$ 24,285.75	\$27,950.00	\$ 25,590.50	\$27,950.00	No Cost	No Cost	No
Indiana Printing & Publishing	No, Indiana PA	\$ 28,405.26	\$47,300.00	\$ 29,782.30	\$47,300.00	\$ 28,044.32	\$47,300.00	\$ 29,172.41	\$29,240.00	No Cost	No Cost	No
Kent Communications Inc.	No, Grand Rapids MI	\$ 36,247.67	\$30,950.00	\$ 36,588.52	\$30,950.00	\$ 34,776.52	\$30,950.00	\$ 35,117.89	\$30,950.00	No Cost	No Cost	No

*paid upfront by the County

Clerk Byrum prefers to work with union print shops for all of her mailers and unfortunately there are no local vendors who responded that were union shops. In fact, there was only one union shop who responded, Detroit Legal News Co., D/B/A: Inland Press, and they are therefore the lowest cost bidder among union shops. Clerk Byrum has a working relationship with this vendor, as they have completed a similar mailing several times before and have done excellent work. The working relationship is important because Clerk Byrum is assured that they pay diligent attention to detail, something that is very important given the sensitive nature of the election-related mail.

As such, Clerk Byrum recommends selection of the bid from Detroit Legal News Co., D/B/A: Inland Press for the completion of the work related to this project.

FINANCIAL IMPACT

The projected cost of this purchase is not to exceed \$65,000.

There is sufficient funding available in the County Clerk's Office budget, specifically Election Supplies (101-19100-726010) and Election Postage (101-19100-729000).

RECOMMENDATIONS

Approval is recommended.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE THE ELECTION EDUCATION MAILER FOR 2023

WHEREAS, voters in Michigan passed Proposal 2022-02, allowing for the creation of a Permanent Mail Ballot List, provided for at least 9 days of early voting, and other major changes to Michigan Election law; and

WHEREAS, one of the roles of the County Clerk, as the Chief Election Officer of Ingham County is to provide voter education; and

WHEREAS, many voters may not be aware of the full ramifications of the ballot initiative that was passed in 2022; and

WHEREAS, voters previously signed up for the Permanent Absent Voter Ballot Application List, which required local clerks to mail ballot applications before every election; and

WHEREAS, joining the Permanent Mail Ballot List will reduce the number of steps that voters need to take, specifically mailing absent voter ballot applications back to local clerks; and

WHEREAS, voters may wish to take advantage of early voting centers, but may not know how they will operate and when; and

WHEREAS, Clerk Byrum wishes to provide further information on these and other changes to election law for Ingham County's residents; and

WHEREAS, Clerk Byrum solicited bids to print and mail an educational mailing to all qualified, registered voters in Ingham County on the recent changes to election law through RFP #177-23; and

WHEREAS, several bids were received and considered to complete that work.

THEREFORE, BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes Clerk Byrum to enter into a contract with Detroit Legal News Co., D/B/A: Inland Press in an amount not to exceed \$65,000.

BE IT FURTHER RESOLVED, that this agreement shall be funded by the Ingham County Clerk's Elections supplies line item (101-19100-726010) and the Ingham County Clerk's Election postage line item (101-19100-729000).

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

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

Agenda Item 4

TO: Board of Commissioners Law & Courts Committee, Finance Committee
FROM: Undersheriff Andrew R. Bouck
DATE: September 1, 2023
SUBJECT: Resolution to Authorize an OWI Blood Draw Agreement with Mobile Medical Response
For the meeting agenda of September 14, 2023, September 20, 2023

BACKGROUND

The Ingham County Sheriff's Office requests approximately 24 blood draws per year be conducted as part of Operating While Intoxicated (OWI) related investigations.

The Ingham County Sheriff's Office had a previously approved, long-standing agreement for OWI blood draw services with Lansing-Mason Area (LMA) ambulance service. LMA has since gone out of business and Mobile Medical Response (MMR) has entered into an agreement for emergency medical services for the greater Mason, surrounding out-county/rural area; which includes primary emergency medical response to the Ingham County Correctional Facility.

This stand-alone agreement for OWI related blood draw services would be for the period of January 1, 2023 through December 31, 2025; with a one-time option to extend the agreement for an additional two-year period, through December 31, 2027. The cost associated for the OWI related blood draw service would remain the same throughout the entirety of the agreement, at a rate of \$250.00 per blood draw, not to exceed \$10,000 per calendar year.

Pursuant to MCL 324.81136 (3) evidentiary blood draws can be taken by a medical technician under the direction of a licensed physician in a medical environment. MMR medical technicians operate under licensed physician, Dr. Orr, Director of the Tri-County Emergency Medical Control Authority. The medical department of the Ingham County Correctional Facility, as well as the inside of an ambulance are both considered approved medical environments for OWI blood draws.

ALTERNATIVES

Without this agreement, Deputies will be required to transport arrestees who are intoxicated, often insolent, or combative from a secure facility to either McLaren or Sparrow hospitals for OWI blood draws.

FINANCIAL IMPACT

The proposed contract would be for the period of January 1, 2023 through December 31, 2025; with a one-time option to extend for an additional two-year period through December 31, 2027. The cost associated would remain the same throughout the entirety the agreement; at a rate of \$250.00 per blood draw, not to exceed \$10,000 per calendar year. The source of funding for this contract will be the Corrections/Contractual Services account (#100130103-81800).

STRATEGIC PLANNING IMPACT

This agreement would serve to support the objectives of the County's 5-year strategic plan by:

(A) Service to Residents - provide easy access to quality, cost effective services that promote well-being and quality of life for the residents of Ingham County by creating best practice efficiencies used to maximizing Sheriff's Office resource and minimizing the amount of time road patrol Deputies remain out of service for emergency calls.

(C) Finance – Maintain and enhance County fiscal health by alleviating additional operational staffing expenses of overtime, gas, and related liabilities acquired from the transportation arrested subjects from a secure location to a secondary medical facility for OWI blood draws.

OTHER CONSIDERATIONS

Pursuant to MCL 324.81136 (3) evidentiary blood draws for OWI investigations shall can be taken by a medical technician under the direction of a licensed physician in a medical environment.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to support the Ingham County Sheriff's Office to enter into a three-year agreement ending December 31, 2025; with a one-time option of extending the agreement for an additional two-year period through December 31, 2027; with Mobile Medical Response (MMR) for an OWI blood draw services agreement.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN OWI BLOOD DRAW AGREEMENT WITH
MOBILE MEDICAL RESPONSE**

WHEREAS, Mobile Medical Response provides service to the Sheriff's Office for the medical treatment and transport of inmates at the County Jail; and

WHEREAS, the Sheriff's Office seeks to reduce liabilities and expenses by entering into a blood draw services agreement for Operating While Intoxicated (OWI) related investigations; and

WHEREAS, the Ingham County Sheriff's Office requests approximately 24 blood draws per year be conducted as part of OWI related investigations; and

WHEREAS, the current practice of the Ingham County Sheriff's Office is to transport arrested subjects to the hospital (Sparrow or McLaren) for the blood draw process at a cost of \$236 per draw; and

WHEREAS, the transport of arrested subjects out of the jail and back into public areas requires additional personnel time, gas, mileage, and increased liability; and

WHEREAS, the medical section of the Ingham County Correctional Facility and/or the back of an ambulance is a legally accepted medical environment for the process of drawing blood; and

WHEREAS, Mobile Medical Response will contract with the Ingham County Sheriff's Office at the rate of \$250.00 per blood draw, not to exceed \$10,000 per year, for the entirety of the agreement; and

WHEREAS, this service will be conducted this at the Ingham County Correctional facility which will significantly reduce personnel time, gas, mileage, and the related liabilities for the Sheriff's Office.

THEREFORE BE IT RESOLVED, that the Ingham County Sheriff's Office is authorized to enter into an agreement with Mobile Medical Response for blood draw services on Operating While Intoxicated (OWI) related investigations.

BE IT FURTHER RESOLVED, that Mobile Medical Response has agreed to the rate of \$250.00 per blood draw, not to exceed \$10,000 per calendar year. The source of funding for this contract will be the Corrections/Contractual Services account (100130103-81800).

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

Agenda Item 5

TO: Board of Commissioners Law & Courts and Finance Committees

FROM: Nicole Matusko, Chief Assistant Prosecuting Attorney

DATE: August 24, 2023

SUBJECT: Resolution to Authorize an Agreement between the Michigan Department of Health and Human Services and the Ingham County Prosecutor's Office under the 2024FY STOP Violence against Women Grant
For Law & Courts Committee Agenda on September 14, 2023
For Finance Committee Agenda on September 20, 2023
For Board of Commissioners Agenda on September 26, 2023

BACKGROUND

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

ALTERNATIVES

None

FINANCIAL IMPACT

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

OTHER CONSIDERATIONS

The grant requires meaningful coordination and collaboration with other criminal justice agencies. To accomplish this goal, the 54-A District Court, LPD, and ICPO have engaged in a "focused deterrence" approach for domestic violence offenders in the city of Lansing.

RECOMMENDATION

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

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES AND THE INGHAM COUNTY PROSECUTORS OFFICE UNDER THE 2024FY STOP VIOLENCE AGAINST WOMEN GRANT

WHEREAS, the Ingham County Prosecutor's Office (ICPO) has been approved to receive grant funds up to an amount of \$104,215 from the STOP Violence Against Women Grant program administered by the Michigan Department of Health and Human Services (MDHHS) for the period of October 1, 2023 through September 30, 2024; and

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

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

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

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners has accepted \$138,953 awarded by the STOP Grant program which begins on October 1, 2023 and ends on September 30, 2024.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make any necessary adjustments to the 2024 budget and position allocation lists consistent with this resolution.

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

TO: Law & Courts and Finance Committees
FROM: Nicholas J. Hefty, Deputy Court Administrator - GTD
DATE: August 28, 2023
SUBJECT: Equivant - Northpointe, Inc. Client Management Software for Pretrial Services
For the meetings of September 14 and September 20, 2023

BACKGROUND

As the Circuit Court moves away from Courtview as a case management system, the General Trial Division - Pretrial Services will lose certain functionalities such as being able to add client contacts, risk assessment information, bond conditions, and detention/placement history. Equivant, the proprietary company of Northpointe, Inc., offers a solution for pretrial service agencies throughout Michigan and the country. Equivant has provided a competitive bid for a customized system for a total price of \$61,490.00. This price includes a one-time set up fee, 15 user licenses, onsite training and unlimited phone/email support. Additionally, said price includes data conversion of the existing Pretrial files that currently exist in Courtview. After the first year, the General Trial Division will be required to pay \$23,500 annually for subscription renewals, maintenance, support, hosting, and text message alerts to clients.

ALTERNATIVES

Pretrial Services must document client contacts, risk assessment information, detention and placement history, bond conditions, charge history, etc. Through the competitive bidding process, Equivant - Northpointe, Inc. can provide a new client management system and data conversion of the existing files located in Courtview for several thousand dollars less than their competitors.

FINANCIAL IMPACT

The General Trial Division was approved for a 2023 Capital Improvement Project (CIP) for a total project cost not to exceed \$95,000. Said CIP will be allocated from the Equipment Revolving Fund (66413099) and will cost \$61,490 during the first year, and \$23,500 for each subsequent year.

OTHER CONSIDERATIONS

None.

RECOMMENDATION

Authorize the purchasing of the recommended Equivant - Northpointe Inc. software.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH NORTHPOINTE CLIENT MANAGEMENT SOFTWARE FOR THE CIRCUIT COURT GENERAL TRIAL DIVISION

WHEREAS, Pretrial Services has seven Pretrial Services Investigators who monitor pre-adjudicated felony defendants; and

WHEREAS, Pretrial Services is required to track certain information in order to safely monitor defendants who have been released on bond while awaiting case resolution; and

WHEREAS, Pretrial Services has a need to contract with a vendor for client management software to track client contacts, risk assessment information, detention and placement history, and bond conditions; and

WHEREAS, the General Trial Division received bids from qualified and experienced vendors for the purpose of purchasing client management software (CMS); and

WHEREAS, Northpointe was selected through the competitive bargaining process to provide the best client management software and data conversion at the best value; and

WHEREAS, the General Trial Division is requesting authorization to enter into an agreement with Equivant - Northpointe, Inc. software; and

WHEREAS, the County IT Department has confirmed that the Equivant - Northpointe, Inc. software is compatible with County systems; and

WHEREAS, Pretrial Services was approved for a 2023 Capital Improvement Project allocated from the Equipment Revolving Fund (66413099) for client management software and data conversion for a cost not to exceed \$95,000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a contract with Equivant - Northpointe, Inc. to provide CMS services in an amount not to exceed \$61,490.

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

TO: Law & Courts and Finance Committees
FROM: Scott LeRoy, Circuit Court Administrator
DATE: August 22, 2023
SUBJECT: Courtroom 5 and 6 Audio Processor Upgrades
For the meeting agendas of Finance Committee September 13 and Law and Courts Committee September 14, 2023

BACKGROUND

Each courtroom at the Veterans Memorial Courthouse is equipped with a series of interconnected hardware and software systems allowing the court to accommodate ADA requests, keep a record of proceedings and increase access to court proceedings. Smart Home/Smart Office has been the vendor for installing and servicing courtroom technology for the past several years.

The attached resolution requests authorization to install and configure new audio processors for courtroom 5 and courtroom 6. By upgrading these systems, the courtroom technology will perform faster and allow for a clearer and more accurate record of proceedings as well as increase the performance of other technology in the courtroom. In addition to upgrading the audio processors in courtroom 5, Smart Homes/Smart Offices will be adding a ceiling microphone for the jury and a microphone mixer to allow for digital recordings.

ALTERNATIVES

New technology in courtroom 5 and 6 are currently lagging because the audio processors have not been upgraded. It is possible for the court to continue with the current technology, but will have lagging software.

FINANCIAL IMPACT

The Circuit Court has an approved Capital Improvement Project to upgrade courtroom technology. Funds are available in Org 66413099-735100.

STRATEGIC PLANNING IMPACT

Provide fair and efficient judicial processing.

OTHER CONSIDERATIONS

None

RECOMMENDATION

Authorize the upgrade of audio processors and other technology in courtroom 5 and courtroom 6.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH SMART HOME/SMART OFFICE
FOR UPGRADES TO COURTROOM AUDIO PROCESSORS AND OTHER COURTROOM
TECHNOLOGY**

WHEREAS, the Circuit Court has an interconnected system of courtroom technology reliant on compatible hardware and software; and

WHEREAS, Smart Home/Smart Office is the current vendor servicing courtrooms at the Veterans Memorial Courthouse; and

WHEREAS, Smart Home/Smart Office is on the MiDeal Extended Purchasing Program for Conference Room/Training Room Audio Visual Equipment and Installation, Contract #190000001422 expiring on August 1, 2024; and

WHEREAS, Smart Home/Smart Office has submitted a proposal to upgrade the audio processor in courtroom 5 and courtroom 6 to improve the functionality of recording technology; and

WHEREAS, Smart Home/Smart Office in their scope of work, will add a ceiling microphone for the jury and a microphone mixer to allow for digital recordings in courtroom 5; and

WHEREAS, the technology is vital to efficient court processing and preserving a clear record of proceedings, and

WHEREAS, funds are available to support the project in Capital Improvement Project org code 66413099-735100.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners is authorizes an agreement with Smart Home/Smart Office for a total amount not to exceed \$30,938.20, with terms of the agreement effective August 1, 2023 through December 31, 2024.

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

TO: Law & Courts and Finance Committees
FROM: Scott LeRoy, Circuit Court Administrator
DATE: September 1, 2023
SUBJECT: Child and Parent Legal Representation Grant Award
For the meeting agendas of Law and Courts Committee September 14 and Finance Committee
September 20, 2023

BACKGROUND

The Circuit Court Juvenile Division was awarded a grant renewal from the Michigan Department of Health and Human Services in the amount of \$122,100. The funds from this grant are to be used to improve legal representation for children and parents who have had neglect and abuse actions filed with the Court. The allocation is based on anticipated Fiscal Year 2024 Appropriations for Michigan Department of Health and Human Services (MDHHS) and is subject to the availability of funds, MDHHS's anticipated Appropriation Act for FY 2023, MDHHS approval, and State Administrative Board approval. The Juvenile Division has received Child and Parent Legal Representation grants in Fiscal Years 2020 - 2023.

Funds from this grant will be used in 5 areas to improve legal representation:

Training for Attorneys and Lawyers Guardian Ad Litem

The Court will budget and allocate a specific amount of the grant to be used as a scholarship to reimburse both parent attorneys and Lawyers Guardian Ad Litem for registration, lodging, mileage and meals.

The Court would approve these requests and reimburse accordingly. The reimbursement may include payment for participation in the training.

Legal Research/Resources

The Court will pay annually for the Lawyers Guardian Ad Litem access to web based legal research and Court Rules.

Vertical and Collateral Case Representation to Create Early Permanency for the Child

The Court will pay Parent Attorneys hourly for preparation and potential representation in obtaining Friend of the Court custody orders, Personal Protection Orders, and Revocation of Paternity Actions.

The Court will pay for the Lawyers Guardian Ad Litem to represent minors in guardianships.

Recruitment of New Attorneys through a Mentorship Program

The Court will pay attorneys to bring new attorneys to the court appointed list and mentor them through the first year.

The Court will pay a signing bonus to new court appointed attorneys.

The Court will increase Reimbursement rates for Team Decision Meetings and encourage participation in Foster Care Review Board Proceedings by providing financial compensation.

ALTERNATIVES

Not accepting the grant will result in a loss of funds.

FINANCIAL IMPACT

Accepting the grant will cost the County no additional funds. The grant will generate \$121,100 in restricted funds for the purposes of improved legal representation for children and parents who have had neglect and abuse actions filed with the Court.

STRATEGIC PLANNING IMPACT

Continued and consider expansion of the network of various Ingham County Specialty Courts.

OTHER CONSIDERATIONS

None

RECOMMENDATION

Accept the Child and Parent Legal Representation Grant from DHHS

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION FOR ACCEPTANCE OF THE CHILD AND PARENT LEGAL REPRESENTATION GRANT FROM THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES

WHEREAS, on June 7, 2023, the Michigan Department of Health and Human Services (MDHHS) informed the 30th Judicial Circuit Court Juvenile Division that they were awarded an allocation of \$121,100 through the Child and Parent Legal Representation Grant for Fiscal Year 2024; and

WHEREAS, the allocation is based on anticipated Fiscal Year 2024 Appropriations for Michigan Department of Health and Human Services and is subject to the availability of funds, MDHHS's anticipated Appropriation Act for FY 2024, MDHHS approval, and State Administrative Board approval; and

WHEREAS, funds from the grant will be used to improve the quality of legal representation for children and adults who have had neglect and abuse actions filed with the Court; and

WHEREAS, funds from the grant will be used to reimburse attorneys and Lawyers Guardian Ad Litem for training; and

WHEREAS, funds from the grant will be used to pay annually for the Lawyers Guardian Ad Litem to have access to web based legal research and court rules; and

WHEREAS, funds from the grant will be used to compensate court appointed attorneys to represent parents and children in vertical and collateral cases in order to create early permanency for the child; and

WHEREAS, funds from the grant will be used to recruit new attorneys through a Mentorship Program; and

WHEREAS, funds from the grant will be used to increase the reimbursement rate for Team Decision Meetings and encourage participation in Foster Care Review Board proceedings by providing financial compensation.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes accepting an initial grant award from the Michigan Department of Health and Human Services for the sum of \$121,100.

BE IT FURTHER RESOLVED, that the Controller/Administrator is directed to make the necessary adjustments to the 2024 Circuit Court Juvenile Division budget.

BE IT FURTHER RESOLVED, that the Circuit Court Juvenile Division is authorized to pay invoices submitted to the Court as a result of the additional grant funding.

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

TO: Law & Courts and Finance Committees
FROM: Scott LeRoy, Circuit Court Administrator
DATE: September 1, 2023
SUBJECT: MDHHS Raise the Age Grant Award
For the meeting agendas of Law and Courts Committee September 14 and Finance Committee September 20, 2023

BACKGROUND

In October of 2019, legislation was passed raising the age of juvenile court jurisdiction in Michigan from 17 to 18 years of age. The package of bills, commonly referred to as “Raise the Age” also extended funding availability to juvenile justice youth who come under the jurisdiction of the court at age 17 through two public acts.

Public Act 114 of 2019 extended the already existing Child Care Fund (CCF) Reimbursement Program to include reimbursement of juvenile justice services and/or placement when a court exercises jurisdiction over a juvenile who is 17 years of age, but under the age of 18 at the time of the offense. These expenditures align with the types of costs normally eligible for CCF reimbursement.

Public Act 97 of 2019 established a Raise the Age Fund within the Department of Treasury, to be administered by MDHHS via the State of Michigan’s Electronic Grants Administration and Management System (E-GrAMS). These are expenses associated with exercising jurisdiction over juvenile justice youth who come under the court’s jurisdiction at age 17 that would not be reimbursable through the already-existing Child Care Fund Reimbursement Program (for example attorney fees, interpreter fees, transcript fees). The grant will be offered for 3 consecutive years, with this year being the second year.

All CCF eligible costs associated with Raise the Age were included in the Juvenile Division’s 2024 County Budget proposal and Fiscal Year 2024 CCF Annual Plan and Budget. Pursuant to Public Act 97 of 2019, the Juvenile Division applied for a grant seeking reimbursement for non-CCF related expenses. The largest portion of the grant request is the continuation of a Juvenile Court Officer position assigned to the Intake Division. The other costs associated with the grant request includes reimbursement for the increases to variable General Fund expenses such as attorney fees, interpreter fees, transcript fees, transportation costs and other indirect administrative costs. On August 9, 2023, the Juvenile Division was informed it was awarded a Raise the Age grant in the amount of \$205,100.

ALTERNATIVES

Not accepting the grant would result in a loss of funds.

FINANCIAL IMPACT

Accepting the grant will cost the County no additional funds. The grant is expected to generate approximately \$205,100 in restricted funds.

STRATEGIC PLANNING IMPACT

Provide appropriate evidence-based treatment and sanctions for at-risk youth and juveniles. Provide fair and efficient judicial processing.

OTHER CONSIDERATIONS

None

RECOMMENDATION

Accept the MDHHS Raise the Age grant

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION FOR ACCEPTANCE OF THE RAISE THE AGE GRANT FROM THE
MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES**

WHEREAS, on August 9, 2023, the Michigan Department of Health and Human Services (MDHHS) informed the Circuit Court Juvenile Division that they were awarded an allocation of \$205,100 through the Raise the Age Grant for Fiscal Year 2023; and

WHEREAS, based on a full fiscal year of data post Raise the Age legislation, the Juvenile Division anticipates receiving more than the initial allocation; and

WHEREAS, the MDHHS has allowed the Juvenile Division to amend their grant proposal to reflect an award of \$205,100; and

WHEREAS, the allocation is based on anticipated Fiscal Year 2024 Appropriations for MDHHS and is subject to the availability of funds, MDHHS's anticipated Appropriation Act for FY 2024, MDHHS approval, and State Administrative Board approval; and

WHEREAS, funds from the grant will be used to reimburse the Juvenile Division for non-eligible Child Care Fund expenses related to Raise the Age; and

WHEREAS, the grant includes continued funding for a Juvenile Court Officer to provide case supervision of informal cases assigned to the Intake Division; and

WHEREAS, the Juvenile Court Officer position has been determined by Ingham County's Human Resources to be a Full-Time position, with benefits, at an OPEIU P5 pay grade and will be funded for the duration of the of the grant ending September 30, 2024.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes accepting a grant award from the Michigan Department of Health and Human Services for the sum not to exceed \$205,100.

BE IT FURTHER RESOLVED, that the Controller/Administrator is directed to make the necessary adjustments to the 2024 Circuit Court Juvenile Division budget and Position Allocation List.

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

TO: Board of Commissioners Law & Courts and Finance Committees
FROM: Sara Deprez, Juvenile Programs Director
DATE: September 6, 2023
SUBJECT: Resolution to Authorize Three-Year Contracts with Various Residential Placements
For the meeting agenda of September 14, 2023 – Law and Court and September 20, 2023 – Finance

BACKGROUND

The Juvenile Division, after hearing testimony and making findings, may issue an order placing juveniles in an appropriate residential treatment facility.

For the past 9 years, the Juvenile Division has continued a downward trajectory of youth requiring placement in residential treatment facilities. This has been achieved by working with youth and families in the community, and utilizing innovative and evidence-based practices. Although the Juvenile Division has worked extremely hard to keep youth from entering treatment facilities, at times, these services are required to protect the community.

Entering into three-year contracts with various residential treatment facilities allows the Juvenile Division to forecast costs. The Juvenile Division has thoroughly examined and investigated all treatment facilities on the list attached to this memo.

The Juvenile Division wishes to enter into an agreement from October 1, 2023 – September 30, 2026.

ALTERNATIVES

The Juvenile Division place youth in residential treatment facilities without a contract.

FINANCIAL IMPACT

The Juvenile Division has a line item allocated to cover the cost of residential placements. For the past three years, the Juvenile Division has underspent this line item due to the ongoing efforts of treating youth in the community by using innovative and evidence-based practices.

STRATEGIC PLANNING IMPACT

Provide appropriate evidence-based treatment and sanctions for at-risk youth and juveniles.

OTHER CONSIDERATIONS

N/A

RECOMMENDATION

Based on the information presented, I respectfully recommend entering into contracts with the listed residential placements.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A THREE-YEAR CONTRACT WITH
VARIOUS RESIDENTIAL PLACEMENTS**

WHEREAS, the Ingham County Circuit Court Juvenile Division, after hearing testimony and making findings, may issue an order placing juveniles in an appropriate treatment facility; and

WHEREAS, the Ingham County Circuit Court Juvenile Division would like to enter into three-year contracts with various residential treatment facilities for the purpose of providing treatment intervention to adjudicated delinquent youth; and

WHEREAS, entering into three-year contracts allow for the County to better forecast residential costs for the coming budget years; and

WHEREAS, the Ingham County Circuit Court Juvenile Division conducts ongoing examination of the treatment facilities to ensure services are being delivered appropriately and effectively; and

WHEREAS, a list of residential placement facilities and per diem's can be found attached to this resolution.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes an agreement with the attached list of residential treatment facilities for the care and treatment services of Court adjudicated youth not to exceed the per diems listed in the same attachment for the time period of October 1, 2023 through September 30, 2026.

BE IT FURTHER RESOLVED, that the funds for these placements will come from the Family Division's Private Institution line item within the Child Care Fund.

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

Ingham County Circuit Court – Juvenile Division
Residential Placements

PLACEMENT NAME	PER DIEM RATES
Abraxas Academy	Range from \$477.10 to \$499.97
Abraxas 1	Range from \$387.92 to \$473.78
Boys Town	Range from \$142.00 to \$592.00
Highfields	Not to exceed the state rate, current range is \$208.96 to \$336.95
Jackson Residential Treatment	\$225.00
Ottawa County Youth Facility	\$325.00
Rite of Passage – DePaul	\$374.64
Rite of Passage – Desert Lily Academy	Not to exceed \$400
Rite of Passage - Safe Passage	Not to exceed \$775.00
Rite of Passage – Meadowlark Academy	Not to exceed \$400
Sequel/Woodward	Range from \$170.00 to 230.00
Wedgwood Christian Services	State rate – currently 483.78

Agenda Item 8

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

FROM: Helen Walker, Deputy Court Administrator/FOC Director

DATE : August 31, 2023

SUBJECT: Memorandum regarding Resolution to Amend Resolution #23-349 which Authorizes Agreements with the State of Michigan Department of Health and Human Services Office of Child Support for the Title IV-D Cooperative Reimbursement Program.

For meeting agendas of Law and Courts Committee on September 14, 2023 and Finance Committee on September 20, 2023.

BACKGROUND

The Ingham County Friend of the Court (FOC) receives Title IV-D funding to administer their child support program. The Ingham County Prosecuting Attorney's Office Family Support Unit (ICPO FSU) receives IV-D funding to establish orders of paternity, child support orders and pursue criminal non-support matters. Through IV-D Cooperative Reimbursement Program Agreements, funds appropriated by the County and spent by the FOC and the ICPO FSU office are reimbursed at the rate of 66% to the County by the federal government through the Office of Child Support. To obtain IV-D funding, the FOC and the ICPO FSU are each required to enter into IV-D Cooperative Reimbursement Program (CRP) Agreements with the Michigan Department of Health and Human Services (MDHHS) Office of Child Support.

The current two-year Amendments to the five-year IV-D Cooperative Reimbursement Program (CRP) Agreements between the State of Michigan Department of Health and Human Services and both the FOC and the ICPO FSU terminate on September 30, 2023.

The FOC and ICPO FSU submitted a joint resolution to authorize separate agreements with MDHHS for the new CRP Agreements for a period of five years from October 1, 2023 through September 30, 2028. The Ingham County Board of Commissioners adopted Resolution #23-349 on July 25, 2023.

Due to time constraints, the figures used in Resolution #23-349 for FOC were based on the figures stated in the Application for the Title IV-D Cooperative Reimbursement Program, which did not include additional State GF/GP funding in the amount of \$1,303,065. As a result, an Amendment to Resolution #23-349 is required to accurately reflect the terms of the new five year IV-D Cooperative Reimbursement Program Agreement, as follow:

The total amount allocated to FOC under the new IV-D Cooperative Reimbursement Program Agreement is \$39,833,111 with a State Contract amount not to exceed \$26,732,895 over the five year period.

All other provisions in Resolution #23-349 remain unchanged.

ALTERNATIVES

None. The Federal Cooperative Reimbursement Program (CRP) administered by the MDHHS Office of Child Support is the primary source of revenue and funds the majority of operating and personnel costs for the FOC.

FINANCIAL IMPACT

The additional funding places the County in a preferable position.

STRATEGIC PLANNING IMPACT

The IV-D Cooperative Reimbursement Program (CRP) Agreement enables the FOC to receive IV-D funding to sustain operations to perform services mandated by Local Administrative Orders, Michigan Court Rules, Michigan Statutes and Federal Regulations for a five-year period, from October 1, 2023 through September 30, 2028.

OTHER CONSIDERATIONS

The FOC is required by statute to comply with the following acts: Friend of Court Act, MCL 552.501; Support and Parenting Time Enforcement Act, MCL 552.601; Office of Child Support Act, MCL 400.231; Child Custody Act of 1970, MCL 722.21; Status of Minors and Child Support Act, MCL 722.1, The Paternity Act, MCL 722.711; Uniform Interstate Family Support Act, MCL 552.2101; Uniform Child Custody Jurisdiction and Enforcement Act, MCL 722.1101; Collection of Alimony or Support and Maintenance, MCL 552.151.

RECOMMENDATION

Based on the information presented, the FOC respectfully recommends approval of the attached Resolution to Amend Resolution #23-349 which Authorizes an Agreement with the Michigan Department of Health and Human Services (MDHHS) Office of Child Support for the Ingham County Friend of Court to receive Title IV-D funding for a period of five years from October 1, 2023 through September 30, 2028.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AMEND RESOLUTION #23-349 WHICH AUTHORIZES AGREEMENTS WITH THE STATE OF MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES OFFICE OF CHILD SUPPORT FOR THE TITLE IV-D COOPERATIVE REIMBURSEMENT PROGRAM

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

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

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

WHEREAS, the current IV-D Cooperative Reimbursement Program Agreements terminate on September 30, 2023; and

WHEREAS, the Ingham County Board of Commissioners adopted Resolution #23-349 which approved IV-D Cooperative Reimbursement Program Agreements for FOC and the ICPO FSU for a period of five years from October 1, 2023 through September 30, 2028; and

WHEREAS, the figures in Resolution #23-349 pertaining to the new IV-D Cooperative Reimbursement Program Agreement for FOC did not include additional State GF/GP funding in the amount of \$1,303,065 thus requiring an Amendment to said Resolution; and

WHEREAS, the actual total amount allocated to FOC under the new IV-D Cooperative Reimbursement Program Agreement is \$39,833,111 with a State Contract amount not to exceed \$26,732,895 over the five-year period; and

WHEREAS, all other provisions in Resolution #23-349 remain unchanged.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves an Amendment to Resolution #23-349 to correct the figures for the new IV-D Cooperative Reimbursement Program Agreement for FOC for a period of five years from October 1, 2023 through September 30, 2028.

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

Agenda Item 9

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

FROM: Keith Watson, Chief Public Defender

DATE: August 29, 2023

SUBJECT: Resolution to Add Two Additional Assistant Public Defender Positions and One Additional Social Worker Position to the Office of the Public Defender

BACKGROUND

In order to continue in compliance with standards set forth by the Michigan Indigent Defense Commission, specifically Standard 6-Indigent Defense Workloads (pending final approval by LARA) as it relates to attorney caseloads and quality of representation, the Office of the Public Defender is seeking approval from the Board of Commissioners for the addition of two Assistant Public Defender positions and one Social Worker position, effective October 1, 2023.

Funds are available through the approved 2023-2024 Michigan Indigent Defense Commission grant for this expenditure.

FINANCIAL IMPACT

The proposed resolution will add two newly-created positions of Assistant Public Defender, classified as Teamsters Assistant Public Defenders (salary range \$67,869.65-\$116,316.68) and one newly created position of Social Worker, classified as Ingham County Employee's Association, Professional Grade 8 (salary range \$65,038.93-\$78,095.48) and will be effective October 1, 2023.

STRATEGIC PLANNING IMPACT

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

ALTERNATIVES

The alternative to approval of this resolution would be to put our office in the position of non-compliance with the standards.

OTHER CONSIDERATIONS

None.

RECOMMENDATION

Respectfully recommend that the Law & Courts and Finance Committees approve the resolution.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE THE ADDITION OF TWO ASSISTANT PUBLIC DEFENDER POSITIONS AND ONE SOCIAL WORKER POSITION WITHIN THE OFFICE OF THE PUBLIC DEFENDER

WHEREAS, the Ingham County Office of the Public Defender's 2023-2024 Compliance Plan and Cost Analysis was approved by the Michigan Indigent Defense Commission (MIDC) and approved by the Ingham County Commissioners in Resolution #23-345; and

WHEREAS, Standard 6 of the Plan, regarding Indigent Defense Workloads, specifically states, "defense counsel's workload is controlled to permit effective representation"; and

WHEREAS, in order to keep workloads manageable, allowing attorneys to give each client time and effort necessary for effective representation, which is paramount to success; and

WHEREAS, the 2023-2024 Compliance plan was approved by the MIDC with the inclusion two Assistant Public Defender positions and one Social Worker position; and

WHEREAS, due to 2024 County budget concerns at the time Resolution #23-345 was approved, the positions were not included as part of that resolution; and

WHEREAS, County budgetary concerns were alleviated, which allows for the inclusion of these positions.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the addition of two newly-created positions of Assistant Public Defender, classified as Teamsters Assistant Public Defenders (salary range \$67,869.65-\$116,316.68) and one newly created position of Social Worker, classified as Ingham County Employee's Association, Professional Grade 8 (salary range \$65,038.93-\$78,095.48) to be effective October 1, 2023.

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

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.

Agenda Item 10

TO: Ingham County Law & Courts and Finance Committees
FROM: Da'Neese Wells
DATE: September 11, 2023
SUBJECT: Mental Health Court Resolution for Fiscal Year 2023

Attached please find a resolution requesting authorization for the 55th District Court Mental Health Court to accept up to \$18,000 in supplemental grant funding from the Michigan Mental Health Court Grant Program (MMHCGP), administered by the State Court Administrative Office (SCAO).

Resolution #22-539 already authorized us to accept a \$436,978 grant from the Michigan Mental Health Court Grant Program with Ingham County in-kind matching funds not to exceed \$102,430 and Community Mental Health Authority of Clinton, Eaton, and Ingham Counties in-kind matching funds not to exceed \$33,876 for Fiscal Year 2023.

The basic premise of the program is a collaborative relationship between the 55th District Court and the Community Mental Health Authority of Clinton, Eaton, and Ingham Counties (CMHA-CEI) designed to link mentally ill criminal defendants to appropriate treatment in hopes of better addressing the needs of individuals with mental illness, reducing recidivism and enhancing public safety.

Thank you for your consideration.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING THE INGHAM COUNTY 55TH DISTRICT COURT TO ACCEPT A SUPPLEMENTAL GRANT AWARD FROM THE MICHIGAN SUPREME COURT STATE COURT ADMINISTRATIVE OFFICE-MICHIGAN MENTAL HEALTH COURT GRANT PROGRAM AND AUTHORIZE AMENDMENTS TO ASSOCIATED SUBCONTRACTS IF NECESSARY

WHEREAS, the Community Mental Health Authority of Clinton, Eaton and Ingham Counties (CMHA-CEI) estimates there are over 5,000 seriously mentally ill adults in our region; and

WHEREAS, the 55th District Court has identified a need for specialized case handling for mentally ill defendants; and

WHEREAS, research indicates such specialized case handling results in lower recidivism rates, increased public safety, and more efficient public sector spending; and

WHEREAS, the 55th District Court received initial Fiscal Year 2023 grant funding from the State Court Administrative Office - Michigan Mental Health Court Grant Program (SCAO-MMHCGP) in the amount of \$436,978 to continue a Mental Health Court at the 55th District Court; and

WHEREAS, the Ingham County Board of Commissioners authorized acceptance of that grant award via Resolution #22-539: and

WHEREAS, sources of Mental Health Court grant funding have been identified which would not obligate the County to provide matching funds, including but not limited to the SCAO-MMHCGP; and

WHEREAS, the State Court Administrative Office - Michigan Mental Health Court Grant Program is willing to provide supplemental Fiscal Year grant funding to the 55th District Court Mental Health Court not to exceed \$18,000 which would not obligate the County to provide matching funds.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a contract with the SCAO-MMHCGP for supplemental funding not to exceed \$18,000 for a total budget not to exceed \$591,284 to include original SCAO-MMHCGP grant funds in the amount of \$436,978, supplemental SCAO-MMHCGP funds not to exceed \$18,000, Ingham County In-Kind matching funds not to exceed \$102,430 with no local hard cash matching funds, and Community Mental Health Authority of Clinton, Eaton, and Ingham Counties Local In-Kind Contributions not to exceed \$33,876 for the time period of October 1, 2022 through September 30, 2023.

BE IT FURTHER RESOLVED, that the Controller/Administrator is directed to make the necessary adjustments to the 55th District Court budget.

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

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.

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.

Agenda Item 13a

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 Tail; 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.

Agenda Item 13c

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:
 - a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Land and Water Conservation Fund, the Michigan Natural Resources Trust Fund and the Recreation Passport Grant Program; and/or
 - d. Require the GRANTEE to pay penalties or perform other acts of mitigation or compensation as directed by the DEPARTMENT or the SERVICE; and/or
 - e. Require repayment of grant funds paid to GRANTEE; and/or
 - f. Require specific performance of the Agreement.
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)

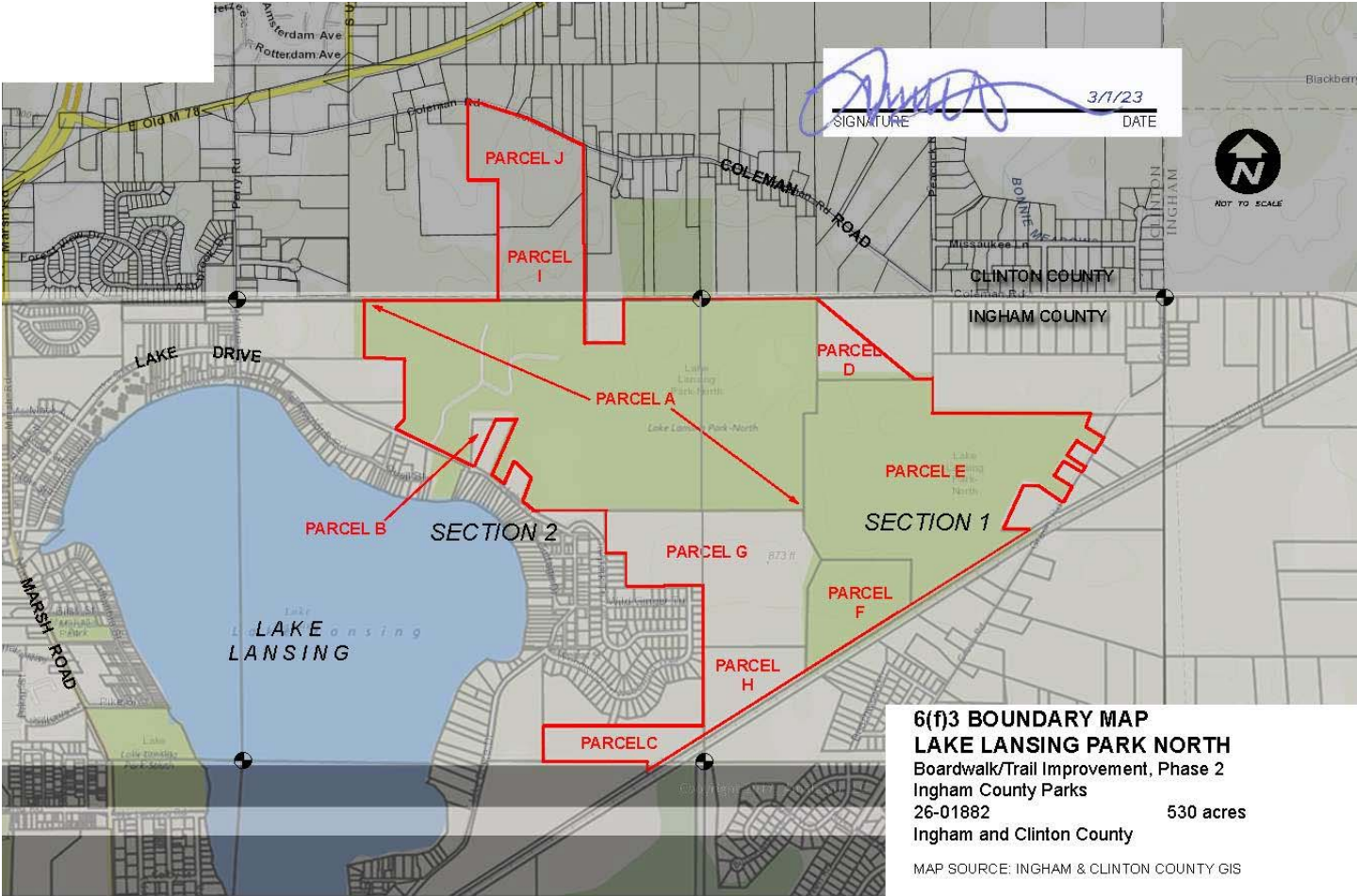
) ss

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



[Signature]
 SIGNATURE DATE 3/1/23



6(f)3 BOUNDARY MAP
LAKE LANSING PARK NORTH
 Boardwalk/Trail Improvement, Phase 2
 Ingham County Parks
 26-01882 530 acres
 Ingham and Clinton County
 MAP SOURCE: INGHAM & CLINTON COUNTY GIS

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

Q:\Proj\2022\1299345G2022 - Ingham County Parks & Trails Consulting 2022\09_Grants\2022-DNR\grants\01_LLN_Boardwalk-Trail\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 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

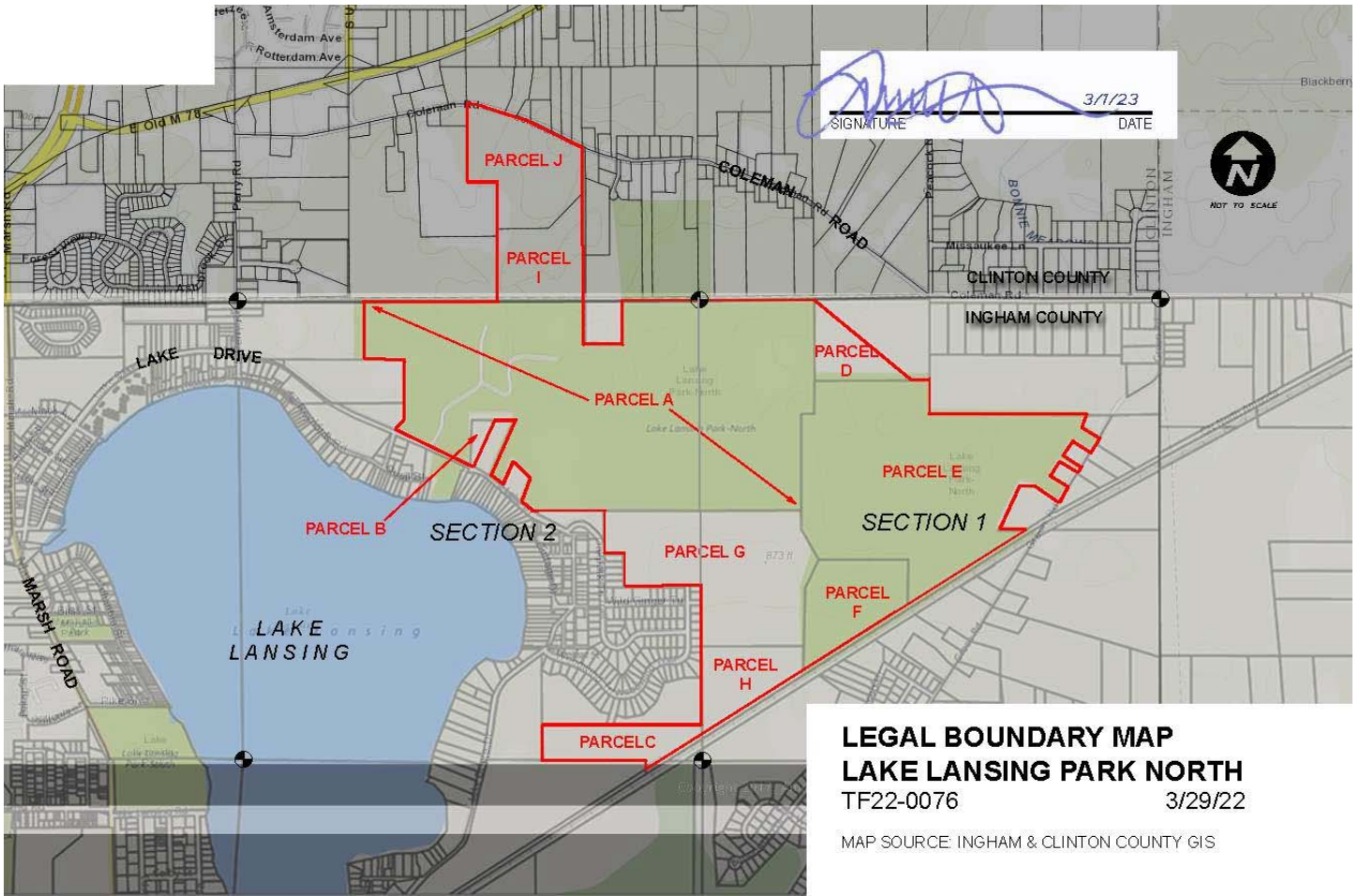
COUNTY OF _____)

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



[Signature]
SIGNATURE DATE 3/1/23



**LEGAL BOUNDARY MAP
LAKE LANSING PARK NORTH**

TF22-0076 3/29/22

MAP SOURCE: INGHAM & CLINTON COUNTY GIS

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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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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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

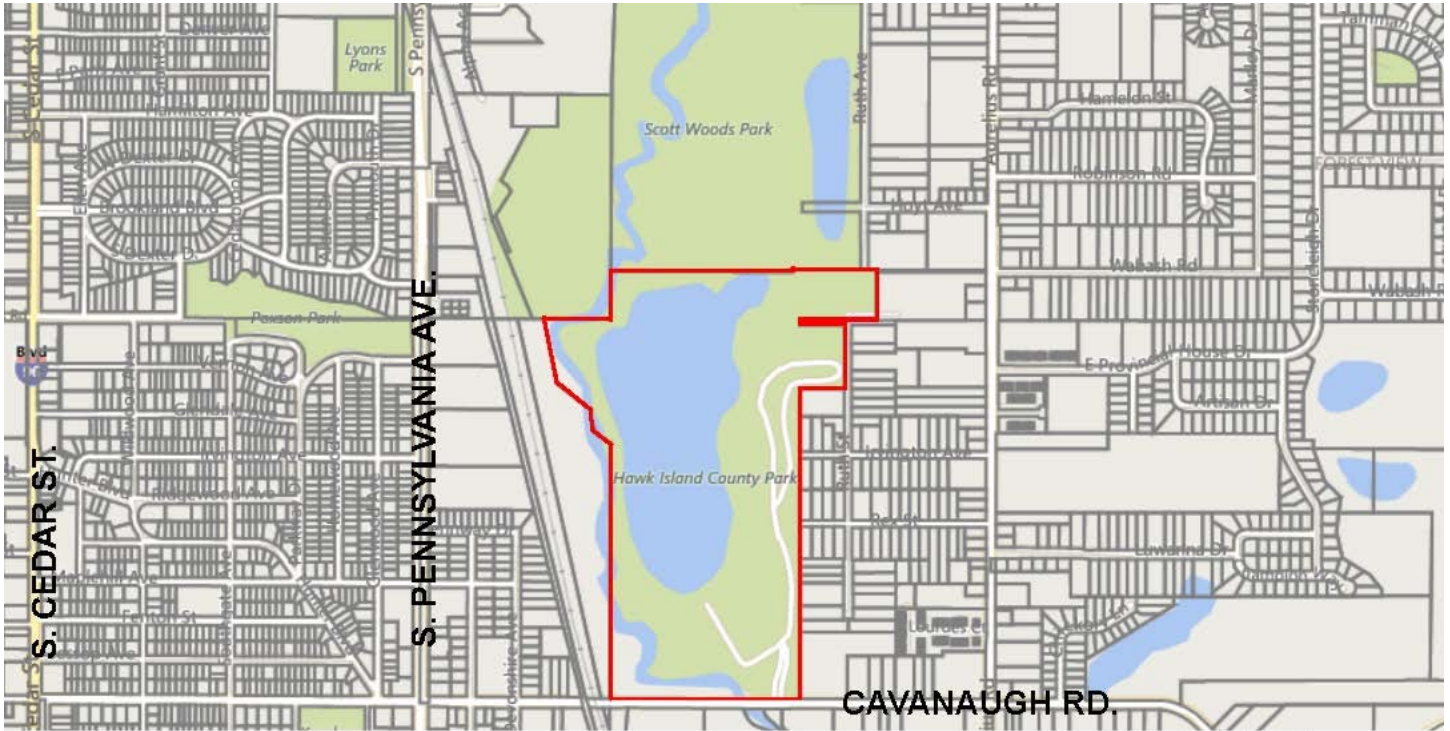
COUNTY OF _____)

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 thence 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

10/15/05

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:

Rpt No 6886 MSR 2.00 DEED 9.00 CTAX 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

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. Hoy

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, County Treasurer Sec. 136, Act 208, 1965 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

NOTARY PUBLIC, INGHAM COUNTY, MI My Commission Expires...

Stephen L. Burlingame Notary Public, Ingham County, MI My Commission Expires...

RECORDED 96011431 04/02/1996 13:36 REGISTER OF DEEDS Paula Johnson INGHAM COUNTY, MI

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 #3301-27-401-021 #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-c)

STATE OF MICHIGAN INGHAM 01/22/1996 302597



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

157

THIS DEED IS BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION

1/12 Sat

15717 what

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.

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 (ICHHD) 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

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

OTHER CONSIDERATIONS

There are no other considerations

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to support this 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 (ICHHD) 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 ICHHD's CHCs currently participate in the 340B program only for the purchase of drugs administered as part of a patient visit; and

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

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 (ICHHD) 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. ICHHD partnered with Redhead Design Studio in 2019 and 2020 to develop the HIV anti-stigma mass media campaign. Funding for this campaign will allow ICHHD 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 (ICHD) 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 ICHD’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 ICHD’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 ICHD 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 ICHD’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.

To: County Services Committee
Finance Committee

From: Jim Hudgins, Director of Purchasing

Date: August 5, 2023

Subject: Disposal of Surplus Vehicles and Goods

BACKGROUND

This is a resolution authorizing the Purchasing Department to dispose of surplus vehicles and goods which have been replaced or have exceeded their useful life, and therefore are no longer needed.

Surplus items are publicly advertised online through GOVDEALS.COM. Interested bidders can place bids on items, and awards are made to the highest responsive bidder.

If a bidder does not claim the item(s) awarded, the award then goes to the next highest responsive bidder. The Purchasing Department, at its discretion, can ban a bidder from bidding again if the bidder is in default of payment.

ALTERNATIVES

The County could elect to contract with another auctioneer to dispose of the surplus; however, the Purchasing Department has been satisfied with the services that GOVDEALS.COM has provided.

FINANCIAL IMPACT

Bidder payment is received by GOVDEALS.COM and then the proceeds are forwarded to the Purchasing Department, and subsequently deposited in the General Fund or appropriate account. There is no cost to the County since the bidder pays a 12.5% premium on the winning bid amount.

OTHER CONSIDERATIONS

Vehicles and items to be auctioned are identified in Attachment A.

RECOMMENDATION

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

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE THE DISPOSAL OF COUNTY-OWNED SURPLUS

WHEREAS, the Purchasing Department has determined that the County has a number of surplus vehicles and goods that have exceeded their useful life and/or are no longer useful for County operations; and

WHEREAS, the surplus vehicles and goods will be auctioned off through GOVDEALS.COM in a competitive, publicly advertised bidding process whereby awards will be made to the highest responsive bidder; and

WHEREAS, the Director of Purchasing has reviewed the surplus items before placement on the surplus property list.

THEREFORE BE IT RESOLVED, that the Ingham County Purchasing Department is authorized to place in an auction those surplus vehicles and items in the attached listing which have no further use or value to the County of Ingham.

BE IT FURTHER RESOLVED, that any vehicle or item not sold at the auction may be disposed of by the Director of Purchasing in the manner deemed to be in the County's best interest.

BE IT FURTHER RESOLVED, that proceeds from the sale of surplus items will be deposited in the General Fund 10130101 673000 or appropriate account.

Attachment A

Asset ID	Description	VIN/Serial	Miles/Hours	Make	Year	Category	Long Description
300	Table					Furniture/Furni	Table 72" x 60" x 29"
366	Detroit Diesel Generator		1,029 Hours			Generators	1950's Generator with a Detroit Diesel. Poor condition. Used at Ingham County Road Department for several years but has now been taken out of commission due to poor running condition and part availability. Location: Ingham County Road Department - Eastern 1335 East Howell Rd Williamston, MI 48895
367	1990 Thermal Arc Plasma Cutter			Thermal Arc	199	Welding Equipment	1990 Thermal Arc Plasma Cutter. In need of repairs, non-working condition. Poor Condition. Location: Ingham County Road Department 301 Bush Street Mason, MI 48854
368	1975 Crisafulli Pump					Industrial Pump	1975 Crisafulli Long Hitch Pump. 12" 3-Pt. PTO driven water pump. Not used in several years. Unknown if it works. Location: Ingham County Road Department 301 Bush Street Mason, MI 48854
369	Used 20.5R25 Tires					Tires and Tubes	Lot 1 - USED 20.5R25 Loader Tires. These were taken off loaders and replaced with new ones. Quantity of 5. Location: Ingham County Road Department 301 Bush Street Mason, MI 48854
370	Used 20.5R25 Tires					Tires and Tubes	Lot 2 - USED 20.5R25 Loader Tires. These were taken off loaders and replaced with new ones. Quantity of 5. Location: Ingham County Road Department 301 Bush Street Mason, MI 48854
371	Used 20.5R25 Tires					Tires and Tubes	Lot 3 - USED 20.5R25 Loader Tires. These were taken off loaders and replaced with new ones. Quantity of 5. Location: Ingham County Road Department 301 Bush Street Mason, MI 48854
372	Used 20.5R25 Tires					Tires and Tubes	Lot 4 - USED 20.5R25 Loader Tires. These were taken off loaders and replaced with new ones. Quantity of 6. Location: Ingham County Road Department 301 Bush Street Mason, MI 48854
373	Used 8' Aluminum Truck Topper					Vehicle Equipment	Used 8' Aluminum Pickup Truck Topper. Doors on both sides and in rear. Location: Ingham County Road Department 301 Bush Street Mason, MI 48854
374	Used 2008 Falcon Hot Patcher			Falcon	2008	Vehicle Equipment	Used 2008 Falcon Hot Patcher Assembly. Missing Burner Assembly and has not been used in years. Scrap. Location: Ingham County Road Department 301 Bush Street Mason, MI 48854

375	Fiberglass Freightliner Hood			Freightliner		Vehicle Equipment	Used Freightliner Fiberglass Hoods. Possible fits 1994-2003 Models D11264SD/FLD112SD. Used condition, stored for many years. Location: Ingham County Road Department 301 Bush Street Mason, MI 48854
376	2009 Freightliner M2 Plow Truck	1FVHC3BSX9HAH5655	165,672 Miles	Freightliner		Trucks, Heavy D	2009 Freightliner M2 Plow Truck with Cummins ISC engine. Monroe 13 RDS Stainless Steel Box w/cross conveyor. Hydraulic system and spreader controls. Location: Ingham County Road Department 301 Bush Street Mason, MI 48854
377	2008 Zanitis Road Hog Mill		217 Hours	Zanitis		Vehicle Equipment	2008 Zanitis Road Hog Mill. Model RH40140. 140 HP John Deere engine. Cat Loader attachment. Location: Ingham County Road Department 301 Bush Street Mason, MI 48854
378	Used 100lb Propane Tanks					Barrels and Dru	Lot of 4 - 100-pound Propane Tanks. Ingham County Road Department 301 Bush Street Mason, MI 48854
379	Used 2007 Hiniker Front Plow			Hiniker		Vehicle Equipment	2007 Used Hiniker front plow assembly for pickup truck. Very Rusty. Location: Ingham County Road Department 301 Bush Street Mason, MI 48854
380	1999 Volvo Autocar	4V5SC2UE2YN520488	160,412 Miles	Volvo	1999	Vehicle Equipment	1999 Volvo Autocar ACL64B Tandem Axle Plow Truck. Speedometer was changed at 103,000 miles; therefore the mileage is unknown. Cummins 11L ISM engine with hydraulics, underbody plow and Henderson stainless steel Muni-body w/conveyor floor. Very rusty and in poor condition. Location: Ingham County Road Department 301 Bush Street Mason, MI 48854
381	2007 Pontiac Grand Prix	2G2WP552971170969	194,125 Miles	Pontiac	2007	Automobiles	2007 Pontiac Grand Prix SEDAN 4-DR, 3.8L V6 OHV 12V. Fair Condition. Some Rust. Ran when parked. Location: Ingham County Road Department 301 Bush Street Mason, MI 48854
382	2015 Ford Explorer	1FM5K8AR7FGC51945	204,077 Miles	Ford	2015	SUV	2015 Ford Explorer SPORT UTILITY 4-DR, 3.7L V6 DOHC 24V. Fair condition. Dents along the passenger side, headlight issues. Ran when parked. Location: Ingham County Road Department 301 Bush street Mason, MI 48854
383	Used Guardrail and Hardware					Metal, Scrap	Several pieces of Used guardrail and hardware. Location Ingham County Road Department 301 Bush Street Mason, MI 48854
384	Used Strain Pole Anchors					Traffic Signals	Used Strain Pole Anchors. Scrap materials Location Ingham County Road Department 301 Bush Street Mason, MI 48854

385	Used and Outdated Signal Cabinet Controllers					Traffic Signals	Used and Outdated Signal Cabinet Controllers - Scrap Location: Ingham County Road Department 301 Bush Street Mason, MI 48854
386	Used and Outdated Signal Cabinet Controllers - Scrap					Traffic Signals	Used and Outdated Signal Cabinet Controllers - Scrap Location: Ingham County Road Department 301 Bush Street Mason, MI 48854
387	Used Incandescent Light Bulbs					Garbage	Used Incandescent Light Bulbs - Scrap or recycle. Location Ingham County Road Department 301 Bush Street Mason, MI 48854
388	Used Aluminum Signal Cabinets					Traffic Signals	Used Aluminum Signal Cabinets, Quantity of 4. Location: Ingham County Road Department 301 Bush Street Mason, MI 48854
389	Used Name Sign Frame					Metal, Scrap	Used Intersection Name Sign Frames - Scrap. Location: Ingham County Road Department 301 Bush Street Mason, MI 48854
390	Strain Poles					Traffic Signals	Used Strain Poles - Various Sizes. 30' Pole - 1 36' Pole - 4 40' Pole - 6 Location Ingham County Road Department 301 Bush Street Mason, MI 48854
391	MSE Reinforced Wall Materials					Traffic Signals	MSE Reinforced Earth Temp Wall Materials. Materials were purchased for a job and are no longer needed.
392	1999 Ford F-250 SD	1FTNF21L1XEA71956	67,700 Miles	Ford	1999	Trucks, Light D	1999 Silver Ford F-250 SD REGULAR CAB PICKUP 2-DR 4WD, 5.4L V8 SOHC 16V. Truck runs and is drivable for short distances. It has a power steering fluid leak and the front u-joints are bad. No other details and/or information available. Sold as-is.
393	Blue Storage Bin Containers - Various Sizes					Commodities / G	Blue Storage Bin Containers - Various Sizes.
394	Toro Groundsmaster 223-D	30243-30147		Toro	1993	Mowing Equipment	1993 Toro Groundsmaster 223-D. Comes with Toro Guardian 62" recycler for mowing, (worked in summer of 2023), Sweepster M24P4A snow broom (works as it should), and a Cozy Cab (serial #CP366-23-0135, rusty, lights work).
395	(3) Grumman 17 Foot Canoes	MULTIPLE		Grumman		Boats, Marine V	(3) Three Silver Aluminum Grumman 17-foot canoes. Useable shape, no leaks or major damage. Scratches and minor dents from normal wear and tear. Serial #'s GBMC8416M82K, GBMC8414M82K, and GBMC8825M82L. No other details and/or information available. Sold as- is. Pick-up location: Burchfield Park, 881 Grovenburg Rd., Holt, MI 48842.

396	(1) Grumman and (2) Michicraft Canoes	Multiple		Grumman & Michicraft		Boats, Marine V	(1) Grumman Silver Aluminum 17-foot canoe and (2) Michicraft Silver Aluminum 17-foot Canoes. Useable shape, no leaks or major damage. Scratches and minor dents from normal wear and tear. Serial #'s CBMC8826M82L, MCC46920M82A, and MEY7B394C010. No other details/information available. Sold as-is. Pick-up location: Burchfield Park, 881 Grovenburg Rd., Holt, MI 48842.
397	(3) Michicraft 17 Foot Canoes	Multiple		Michicraft		Boats, Marine V	(3) Michicraft 17 Foot Silver Aluminum Canoes. Useable shape, no leaks or major damage. Scratches and minor dents from normal wear and tear. Serial #'s MCC52919M82K, MCC45054M81F, and MCC49977M82F. No other details and/or information available. Sold as-is. Pick-up location: Burchfield Park, 881 Grovenburg Rd., Holt, MI 48842
398	(9) Disc Golf Baskets			Disc Craft		Sporting Equipment	(9) Disc Craft Chain Link golf baskets. No damage; does not come with ground anchor sleeves. No other details and/or information available. Sold as-is. Pick-up location: Burchfield Park, 881 Grovenburg Rd., Holt, MI 48842
399	(2) Old Town Double Kayaks	Multiple		Old Town	2010	Boats, Marine V	(2) Old Town Twin Otter 17 Foot Double Kayaks, plastic. Kayaks still float, no leaks. Scratches from normal wear and tear. No other details and/or information available. Sold as-is. Pick-up location: Burchfield Park, 881 Grovenburg Rd., Holt, MI 48842
400	Kay Park Pedal Boat	KAX08702E515		Kay Park Recreation Corp		Boats, Marine V	Kay Park Recreation Blue Pedal Cruiser. Pedal boat floats and is in useable condition. Scratches from normal wear and tear. No other details and/or information available. Sold as-is. Pick-up location: Burchfield Park, 881 Grovenburg Rd., Holt, MI 48842
401	Kay Park Pedal Boat	GAG31450A808		Kay Park Recreation Corp		Boats, Marine V	Kay Park Seafoam Green Pedal Cruiser. Floats and is in useable condition. Scratches from normal wear and tear. No other details and/or information available. Sold as-is. Pick-up location: Burchfield Park, 881 Grovenburg Rd., Holt, MI 48842
402	Irrigation Pump			Auto Control		Industrial Pump	Auto Control Pumping System. Pump was used for irrigation purposes. Has not run in more than 10 years, uncertain of all the needed repairs. No other details and/or information available. Sold as-is. Pick-up location: Potter Park Zoo, 1301 S. Pennsylvania Ave., Lansing, MI 48912

403	John Deere Gator 4x2			John Deere	2007	All-Terrain Vehicles	2007 John Deere Gator, 4x2. Unit is beyond repair, good for parts. No other details and/or information available. Sold as-is. Pick-up location: Potter Park Zoo, 1301 S. Pennsylvania Ave., Lansing, MI 48912
404	John Deere 28" Snow Blower	M01128D210723		John Deere		Snow Removal Eq	John Deere 28" Snow Blower, unknown year. Motor failed, has not run in over 5 years. No other details and/or information available. Sold as-is. Pick-up location: Potter Park Zoo, 1301 S. Pennsylvania Ave., Lansing, MI 48912
405	John Deere 60" Broom	1TC60FMXEET065209		John Deere	2014	Snow Removal Eq	2014 John Deere 60" Tractor Broom. Used for snow removal. Unit is damaged, all attempts to repair failed, entire unit is bent. No other details and/or information available. Sold as-is. Pick-up location: Potter Park Zoo, 1301 S. Pennsylvania Ave., Lansing, MI 48912
406	Giant Vac Leaf Vacuum			Giant Vac		Building Maintenance	Giant Vac Leaf Vacuum. Unknown year and model number. Has not run in over 10 years, uncertain of all needed repairs. No other details and/or information available. Sold as-is. Pick-up location: Potter Park Zoo, 1301 S. Pennsylvania Ave., Lansing, MI 48912
407	2002 Chevrolet Silverado 2500HD	1GCHK24U42E278718	147,015 Miles	Chevrolet	2002	Trucks, Light D	2002 Chevrolet Silverado 2500HD REGULAR CAB PICKUP 2-DR, 6.0L V8 OHV 16V. Does not run, front end needs complete rebuild, under carriage has lots of rust, rear tire does not hold air. Brakes do not work, brake lines all need replacing. No other details and/or information available. Sold as-is. Pick-up location: Potter Park Zoo, 1301 S. Pennsylvania Ave., Lansing, MI 48912
408	2010 Chevrolet Impala	2G1WD5EM8A1244209	0 Miles	Chevrolet	2010	Automobiles	2010 Chevrolet Impala SEDAN 4-DR, 3.9L V6 OHV 16V FFV. Does not run and needs electrical repairs. Unknown mileage due to the electrical issues, cannot read odometer. No other details and/or information available. Sold as-is. Pick-up location: Potter Park Zoo, 1301 S. Pennsylvania Ave., Lansing, MI 48912
409	E-Z-GO Golf Cart			E-Z-GO		Golf Carts	E-Z-GO Golf Cart with bed. No brakes, needs all new steering parts, and runs very rough. No other details and/or information available. Sold as-is. Pick-up location: Potter Park Zoo, 1301 S. Pennsylvania Ave., Lansing, MI 48912

410	(2) Trek SLR Alpha Bikes			Trek		Bicycles	(2) Trek SLR Alpha/Superlight/Race bikes. Both bikes have been in storage for years, nothing known about the condition and/or if they are useable. No other details and/or information available. Sold as-is. Pick-up location: Lake Lansing Park South, 1621 Pike St., Haslett, MI 48840
411	Johnson 8 HP 4-Stroke Boat Motor			Johnson		Boats, Marine V	Johnson 8 HP 4-Stroke Boat Motor, unknown year. Motor has been in storage for a couple of years, was running prior to being put into storage. Unknown if a tune-up or other repairs would need to be done. No other details and/or information available. Sold as-is. Pick-up location: Lake Lansing Park South, 1621 Pike St., Haslett, MI 48840
412	(24) Dock Floats			Follansbee & Hendren		Boats, Marine V	Lot of 24 dock floats. There are two brands, Follansbee Dock Systems and Hendren Plastics. There are two different shapes as well, both are about 36x24. Condition is unknown as they have been up in storage for over 8 years. No other details and/or information available. Sold as-is. Pick-up location: Lake Lansing Park South, 1621 Pike St., Haslett, MI 48840
413	(24) Dock Floats			Follansbee & Hendren		Boats, Marine V	Lot of 24 dock floats. There are two brands, Follansbee Dock Systems and Hendren Plastics. There are two different shapes as well, both are about 36x24. Condition is unknown as they have been up in storage for over 8 years. No other details and/or information available. Sold as-is. Pick-up location: Lake Lansing Park South, 1621 Pike St., Haslett, MI 48840
414	Cross Country Ski Equipment			Various		Sporting Equipment	Lot of Cross-Country Ski Equipment including poles, boots, and skis. Various brands and models. See pictures for list of equipment sizes and quantities. Some skis have bottoms splitting off (majority in useable condition), some boots have small tears, and some of the poles are not in great shape. Used as rental equipment for Lake Lansing Park North/Ingham County Parks. No other details and/or information available. Sold as-is. Pick-up location: Lake Lansing Park South, 1621 Pike St., Haslett, MI 48840

TO: Board of Commissioners County Services & Finance Committees
FROM: Deb Fett, Chief Information Officer
DATE: August 30, 2023
SUBJECT: Purchase of Cloudflare DNS Services
For the meetings of September 19th, September 20th, and September 26th.

BACKGROUND

Ingham County currently hosts our own Domain Naming Service (DNS) servers which provide name resolution to users utilizing the public internet. Name resolution is the technology that tells a user's computer how to access a server that is on the internet, e.g. the servers that house the ingham.org websites. The self-hosted servers are redundant but have a single point of failure being the County's single connection to the internet. In addition, these servers do not have any technology in place to prevent various types of DNS related attacks such as Distributed Denial of Service attacks (DDoS). Best practices dictate that DNS servers are hosted on multiple connections to the internet.

Cloudflare, the chosen solution, has a presence across the globe with DNS servers on multiple continents. In addition to being well distributed, Cloudflare's solution also includes several other tools to protect a customer's online presence. Among these tools is DDoS protection which helps prevent denial of service attacks and Web Application Firewalling (WAF), a technology that shields applications on their customers' websites from many common attacks. These are tools that we do not currently have available in our self-hosted environment.

ALTERNATIVES

The Innovation and Technology Department (ITD) has researched best practices and found that the services and protections provided by Cloudflare are industry leading and are recommended for an organization of our size and web presence while not being overly expensive or difficult to manage. An alternative is to choose to not add these additional protections and leave the County's web presence exposed to possible attack or other outages.

FINANCIAL IMPACT

The funding for this purchase of services is budgeted and will come from the County's Innovation and Technology Department's Network Software fund #636-25810-932033.

STRATEGIC PLANNING IMPACT

This resolution supports strategy D2 of the Strategic Action Plan – Annually budget for Countywide IT projects including updates to existing software applications.

OTHER CONSIDERATIONS

Pricing from the recommended vendor is off the competitively bid Omnia Contract #R200803. The service agreement is for 5 years

RECOMMENDATION

Based on the information presented, I respectfully recommend approval to purchase Cloudflare services via Purchase Order from Sentinel Technologies in the amount not to exceed \$247,000.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE THE PURCHASE OF CLOUDFLARE DNS SERVICES FROM SENTINEL TECHNOLOGIES

WHEREAS, Ingham County's web presence present a single point of failure for its Domain Naming Services (DNS); and

WHEREAS, best practices dictate that DNS servers have multiple paths to the internet; and

WHEREAS, best practices also dictate that web application security tools be in place for critical websites; and

WHEREAS, Innovation and Technology Department (ITD) budgeted to add additional components; and

WHEREAS, ITD has researched and found that services provided by CloudFlare are industry leading, providing the most protection size and complexity while not being overly expensive or difficult to manage.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize the purchase of cloud services from Sentinel Technologies in the amount not to exceed \$247,000 over a five-year period.

BE IT FURTHER RESOLVED, that the total cost will be paid from the Innovation and Technology's Network Software Fund (#636-25810-932033).

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

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

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

FROM: Deb Fett, CIO

DATE: September 5, 2023

SUBJECT: Create Redundancy for Phone System
For the meeting agendas of September 19th, 20th and 26th, 2023

BACKGROUND

Ingham County currently has a communication system in place that is limited to one primary location and radiates out to the other buildings in our network. This system not only provides us the ability to make phone calls and messaging, it also sends out location information for any 911 calls that are made from our buildings. To lessen the impact that an issue with that primary communication system location can have on our departments that serve our citizens, Innovation and Technology Department (ITD) would like to add a secondary connection that can spread out usage across the sites during normal times but also replace the primary should it experience an outage. This proposal will also upgrade our phone system to full redundancy. This includes replacing hardware that has reached end of life and will no longer be supported. Our team has researched our options and determined based on previous experience and recent performance reports that Sentinel Technologies will provide the best service most quickly for the options required.

ALTERNATIVES

We could continue on with a single point of failure and rely on our team and our vendors to bring our system back up should issues occur.

FINANCIAL IMPACT

The funding for the not to exceed \$37,000 cost is budgeted and will come from the County's Network Fund.

OTHER CONSIDERATIONS

In accordance with our purchasing requirements, this solution was put together from the cooperative contract NASPO NVP#AR3227 Participating Addendum #210000001333 contract with Sentinel Technologies.

STRATEGIC PLANNING IMPACT

This resolution supports Goal D – Information Technology, specifically Strategy 2 – Annually budget for countywide IT projects including updates to existing software applications.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution for Redundancy in Phone System provided by Sentinel Technologies in the amount not to exceed \$37,000.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE REDUNDANCY IN PHONE SYSTEM BY
SENTINEL TECHNOLOGIES**

WHEREAS, Ingham County relies heavily on our phone systems - be it voice services or location information provide for emergency calls; and

WHEREAS, to lessen the impact that outages can have on our departments that serve our citizens, the Innovation and Technology (ITD) would like to add a secondary phone system location that can spread out usage across the sites during normal times but also replace the primary should it experience an outage; and

WHEREAS, the requested amount is in the 2023 budget; and

WHEREAS, ITD has reviewed the potential alternatives and deems Sentinel Technologies as the most expedient and cost-effective option.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize purchasing hardware, software, and installation services from Sentinel Technologies in the amount not to exceed \$37,000.

BE IT FURTHER RESOLVED, that the total cost will be paid from the Innovation and Technology's Network Fund.

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

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

Agenda Item 17a

TO: Board of Commissioners, County Services & Finance Committees
FROM: Glenn Canning, Facilities Director
DATE: September 8, 2023
RE: Resolution to Authorize an Agreement with Redguard Fire & Security Inc., for Monitoring, Warranty and Inspection Services of the Fire Panel at the Hilliard Building

For the meeting agendas of: September 19 & 20

BACKGROUND

The fire panels installed at the Hilliard Building has a proprietary communication system to Redguard Fire & Security, Inc. The services include daily monitoring, alerts for any malfunctions, yearly inspection of equipment and a five-year extended warranty service.

The monthly monitoring services will be \$103 per month, the yearly inspection will be \$1,750 per year for a grand total not to exceed amount of \$14,930.

ALTERNATIVES

The alternative would be to not approve leaving the building vulnerable to fires as there would be no way to alert the authorities in case of a fire emergency or notice of a malfunction of equipment.

FINANCIAL IMPACT

Funds are available in the maintenance contractual 931100-line item.

OTHER CONSIDERATIONS

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

RECOMMENDATION

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to support an agreement with Redguard Fire & Security Inc., for the monitoring, warranty and inspection services of the fire panels at the Hilliard Building.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH REDGUARD FIRE & SECURITY, INC.,
FOR MONITORING, WARRANTY AND INSPECTION SERVICES FOR THE FIRE PANEL
AT THE HILLIARD BUILDING**

WHEREAS, the fire panel installed at the Hilliard Building has a proprietary communication system to Redguard Fire & Security, Inc.; and

WHEREAS, the services include daily monitoring, alerts for any malfunctions, yearly inspection of equipment and extended warranty for a five-year term; and

WHEREAS, these services are crucial in the daily operations of the Hilliard Building; and

WHEREAS, the Facilities Department recommends an agreement with Redguard Fire & Security, Inc., who submitted a proposal of \$14,930 for the monitoring, inspection and extended warranty for a five-year term at the Hilliard Building; and

WHEREAS, funds for the maintenance contractual 931100-line item.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with Redguard Fire & Security, Inc., 45150 Polaris Court, Plymouth, Michigan 48170, for monitoring, warranty and inspection services of the fire panel at the Hilliard Building for a five-year term in the amount of \$14,930.

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

Agenda Item 17b

TO: Board of Commissioners, County Services & Finance Committees
FROM: Glenn Canning, Facilities Director
DATE: September 8, 2023
RE: Resolution to Authorize an Agreement with Boynton Fire Safety Service for the Fire Safety Services for Multiple County Facilities

For the meeting agendas of: September 19 & 20

BACKGROUND

Fire alarm testing, fire extinguisher and fire suppression services are required and necessary in the daily operations of our County facilities. The current agreement for fire safety services has expired and a request for proposal was carried out by the Purchasing department who solicited proposals from qualified vendors. Boynton Fire Safety Services, a local vendor, submitted the lowest responsive and responsible proposal of \$73,080 for a three-year term with a two-year renewal option.

ALTERNATIVES

The alternative would be to not approve leaving the fire safety equipment vulnerable to failure in an emergency.

FINANCIAL IMPACT

Funds are available in the maintenance contractual 931100 line items.

OTHER CONSIDERATIONS

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

RECOMMENDATION

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to support an agreement with Boynton Fire Safety Services for the fire safety services for multiple county facilities.

Agenda Item 17b

TO: Glenn Canning, Facilities Director
FROM: James Hudgins, Director of Purchasing
DATE: August 21, 2023
RE: Memorandum of Performance for RFP No. 38-23 Fire Extinguisher, Fire Suppression, & Fire Alarm Services

Per your request, the Purchasing Department sought proposals from experienced and qualified firms for the purpose of establishing a three-year contract for fire extinguisher, fire suppression, and fire alarm services.

The scope of work includes, but is not limited to, testing fire alarms, recharging or replacing fire extinguishers, inspecting equipment, maintaining and repairing sprinkler systems, kitchen hood suppression systems and reporting any deficiencies located in Ingham County buildings.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to propose	25	4
Vendors responding	4	0

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

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

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

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

SUMMARY OF VENDORS' COSTS

Vendor Name	Local Preference	Addendum (1)	Overall Total	Fire Hoses <i>Cost / SF</i>	Inspection of Hoses Including Un-Rack and Re-Rack: <i>Annual Total</i>
Boynton Fire Safety Services	No, Lansing (Clinton County) MI	Yes	\$ 24,360.00	\$ 0.650	\$ 135.00
Summit Fire Protection	No, Owosso MI	No	\$ 38,575.00	Cost vary	\$28.00 (each hose)
Safety Systems Inc.	No, Lansing (Clinton County) MI	Yes	\$ 46,208.00	\$ 1.000	\$40.00 (re-rack)
REDGUARD Fire & Security	No, Plymouth MI	Yes	\$ 180,499.00	n/a	n/a

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH BOYNTON FIRE SAFETY SERVICE LLC, FOR THE FIRE SAFETY SERVICES FOR MULTIPLE COUNTY FACILITIES

WHEREAS, fire alarm testing, fire extinguisher and fire suppression services are required and necessary in the daily operations of our County facilities; and

WHEREAS, proposals from qualified vendors were solicited by the Purchasing Department; and

WHEREAS, the Facilities Department recommends an agreement with Boynton Fire Safety Service LLC, which submitted the lowest responsive and responsible proposal of \$73,080 for the fire alarm testing, fire extinguisher and fire suppression services for multiple County facilities; and

WHEREAS, funds for the maintenance contractual 931100-line items.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with Boynton Fire Safety Service LLC., 1031 Northcrest Rd., Lansing, Michigan 48906, for fire alarm testing, fire extinguisher and fire suppression services for a three-year term in the amount of \$73,080 with a two-year renewal option.

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

TO: County Services Committee and Finance Committee

FROM: Kelly R. Jones, Managing Director
Road Department

DATE: September 5, 2023

SUBJECT: Proposed Resolution to Approve the Reorganization of the Road Department
For the Meeting Agendas of September 19 and 20

BACKGROUND

The reorganization affects eleven positions at the Road Department from the Managerial and Confidential group; the Technical, Professional and Officeworkers Association of Michigan (TPOAM) bargaining unit; the Office and Professional Employees International Union Supervisory Unit (OPEIU Supervisory) bargaining unit; and the Office and Professional Employees International Union Technical Clerical Unit (OPEIU Tech/Clerical) bargaining unit.

One of these positions (Office Coordinator) will be newly created and placed in the Managerial/Confidential group at pay grade 6, per the attached memo from Human Resources. The need for this position is to assist the Managing Director, Director of Operations and Director of Engineering with administrative and confidential duties as detailed in the attached job description. Previously, this position was similar to that of the Board Secretary position with the Road Commission, but it was eliminated shortly after the Road Commission became the Road Department in 2012. While the Road Department has been able to absorb the additional duties from the eliminated Board Secretary position for the past decade, it has become very difficult to continue this practice. Funding has increased substantially since 2012, the services provided by the Road Department have expanded and the community involvement continues to grow.

Three additional positions for Highway Worker Class 4 are proposed to be added to the Operations Department (one in each garage), which is part of the TPOAM bargaining unit. The addition of these Class 4 positions will provide the opportunity to have two full crews working out of each garage, expanding the level of service provided by the Road Department. It will also allow for additional staff to be assigned to overnight winter maintenance duties.

Two additional positions for Highway Worker Class 5C are proposed to be added to Building & Grounds, which is part of the TPOAM bargaining unit. The intent is to create a bridge maintenance crew, so that bridge and culvert repairs can become an on-going maintenance service, instead of allowing the structures to steadily degrade in condition, ultimately leading to structural failure and road closures. In addition to bridge maintenance, two other major job responsibilities will be tree cutting operations and winter snow plowing.

Five employees in the Sign & Signal Shop will be transferred within the Road Department. The Sign Shop Supervisor (OPEIU Supervisory bargaining unit) and the three Highway Worker Class 5 employees (TPOAM bargaining unit) will be transferred to the Operations Department. These reporting assignments would place all TPOAM and OPEIU Supervisory bargaining units within the Operations Department. This is appropriate, as the primary work provided by the Sign Shop employees is closely related to the work performed by the Operations

Department. The Signal Technician (OPEIU Tech/Clerical bargaining unit) will remain in the Engineering Department, but will report to the Director of Engineering. The Signal Technician performs design work and construction inspection on signal projects, which closely aligns with the duties of other OPEIU Tech/Clerical employees within the Engineering Department.

The existing Engineering Technician 3/4/5 job description in the OPEIU Tech/Clerical bargaining unit will eliminate the level 3 position. This does not impact any current Engineering Technician employees. However, this will assist in attracting new employees by eliminating the lowest grade level and modifying the experience requirements.

ALTERNATIVES

The Board of Commissioners could decline to approve the proposed reorganization.

FINANCIAL IMPACT

The financial impact of the proposed reorganization is as follows, with all employees placed at the maximum step for conservative budget numbers. The total cost for each position was provided by the Budget Director.

Office Coordinator	\$117,487 x 1 = \$117,487
Highway Worker Class 4	\$ 97,435 x 3 = \$292,305
Highway Worker Class 5C	\$107,303 x 2 = \$214,606
Total =	\$624,398 (annually)

The 2023 Road Fund Budget can accommodate the Office Coordinator position immediately. For the remaining portion of 2023, assuming a candidate is hired in November, the budget impact would be slightly less than \$20,000.

Both Highway Worker Class 5C employees are anticipated to be hired in 2023. Assuming both are hired in November, the 2023 budget impact would be approximately \$35,000.

None of the Highway Worker Class 4 positions are planned to be filled during the remainder of 2023, but will instead be phased in throughout 2024.

The total anticipated 2023 budget impact for hiring the three above employees is approximately \$55,000. This expense can easily be accommodated within the 2023 Road Fund Budget, as there have been long term vacancies within the Engineering Department, whose salaries were included in the original budget.

For future budget years, the cost for these additional positions will be accommodated in large part by reduced overtime usage. Throughout 2023, in anticipation of the proposed reorganization, the Road Department has been minimizing overtime use by promoting efficient work practices and limiting the type of work performed while on overtime. To date, the Road Department has saved approximately \$400,000 in overtime expenses when compared to 2022, with minimal impact to the historical level of service provided. It is expected by adding in the additional requested staff positions, significantly more work will be accomplished with the additional crews, further minimizing the need for overtime work, while increasing the level of service provided to county residents.

STRATEGIC PLANNING IMPACT

This reorganization supports the County’s goal of attracting and retaining exceptional employees.

OTHER CONSIDERATIONS

The OPEIU Tech/Clerical bargaining unit is supportive of the updated job description for the Engineering Technician 4/5 position.

RECOMMENDATION

Based on the information provided, I respectfully recommend approval of the attached resolution to reorganize the Road Department.

Agenda Item 18

TO: Kelly Jones, Managing Director Roads
FROM: Joan Clous, Human Resources Specialist
DATE: August 1, 2023
RE: Support for reorganization of the Road Department

Per your request, Human Resources has reviewed the information that was provided by the Road Department to reorganize the department.

1. *Create an Office Coordinator MC 6 (\$50,359.47 to \$60,462.42)*
2. *Add Three (3) Highway Worker Class 4 TPOAM (\$47,924.72 to \$54,230.38)*
3. *Add Two (2) Highway Worker Class 5C Building & Grounds TPOAM (\$48,232.31 to \$54,820.90)*
4. *Transfer the Sign Shop Employees*
 - a. *1 - Sign Shop Supervisor*
 - b. *3 – Highway Worker 5*
5. *Reassign the Signal Technician to report to the Director of Engineering*
6. *Revise Engineering Technician 3/4/5 position to eliminate the level 3 position.*

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

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

Kelly Jones

From: Joan Clous
Sent: Monday, July 31, 2023 1:34 PM
To: Kelly Jones
Subject: FW: Engineering Tech

Kelly,

Please place this in your packet to the BOC.

Joan

From: Mark Swanson <MSwanson@ingham.org>
Sent: Monday, July 31, 2023 1:13 PM
To: Joan Clous <JClous@ingham.org>
Subject: RE: Engineering Tech

Hi Joan,

The bargaining group OPEIU 512 Technical Clerical Unit supports the changes to the Engineering Technician Job descriptions.

Sincerely

*Mark Swanson
OPEIU Local 512
Steward - Clerical & Technical Unit
Ingham County Road Department
(517) 719-1367*

From: Joan Clous <JClous@ingham.org>
Sent: Monday, July 31, 2023 1:09 PM
To: Mark Swanson <MSwanson@ingham.org>
Subject: FW: Engineering Tech

Mark,

Can you let me know if the union is ok with this move?

Thanks,
Joan

From: Joan Clous <JClous@ingham.org>
Sent: Monday, July 31, 2023 1:08 PM
To: Joan Clous <JClous@ingham.org>
Subject: RE: Engineering Tech

Mark,

Can you let me know if the union is ok with this move?

Thanks,
Joan

From: Joan Clous
Sent: Thursday, July 20, 2023 10:11 AM
To: Mark Swanson <MSwanson@ingham.org>
Subject: Engineering Tech

Mark,

The Road department is changing the JD of the engineering tech by removing the Engineering Tech 3 and now will be a Tech 4/5 on the JD. Does the union agree?

Thanks,
Joan

Joan Clous MPA, SHRM-CP

Human Resources Specialist – Labor & Employee Relations

Ingham County

5303 S. Cedar Bldg 2 Suite 2102

Lansing MI 48911

517-887-4374 – Office

517-930-2075 - Cell

517-887-4396 – Fax

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“Success is a project that is always under construction.” ~ Pat Summit

	2023	2023
	<u>MCF 6 Step 1</u>	<u>MCF 6 Step 5</u>
Wages	<u>\$50,359</u>	<u>\$60,462</u>
Unemployment	252	302
FICA	3,852	4,625
Health	19,002	19,002
Dental	936	936
Vision	135	135
Retirement	17,263	20,727
Retirement	1,259	1,512
Future Retiree Health	2,266	2,721
Life	150	150
Work Comp	2,014	2,418
Disability	65	79
Current Retiree Health	3,585	3,585
Liability	694	833
Total Cost	<u>\$101,833</u>	<u>\$117,487</u>

	<u>Highway 4</u>
Wages	<u>\$48,341</u>
Unemployment	242
FICA	3,698
Health	19,002
Dental	936
Vision	135
Retirement	16,571
Future Retiree Health	2,175
Life	150
Work Comp	1,934
Current Retiree Health	3,585
Liability	666
Total Cost	<u>\$97,435</u>

	<u>Highway 5C</u>
Wages	<u>\$54,820</u>
Unemployment	274
FICA	4,194
Health	19,002
Dental	936
Vision	135
Retirement	18,792
Future Retiree Health	2,467
Life	150
Work Comp	2,193
Current Retiree Health	3,585
Liability	755
Total Cost	<u>\$107,303</u>

INGHAM COUNTY
JOB DESCRIPTION

Engineering Technician 4/5, Road Department

General Summary: Under the supervision of the Project Engineer, or their designee, performs a variety of duties related to road and bridge design and construction, development evaluation and construction, permitting and traffic engineering. Grade 4 Engineering Technicians serve in entry level and intermediate assisting roles respectively while professionally developing. Grade 5 Engineering Technicians serve as a lead for Grade 4 Engineering Technicians and seasonal employees, coordinating and directing construction inspection work assignments and checking their work for conformance to standards, specifications, and guidelines. Collects survey information, drafts plan sheets, and assists engineers in preparing specifications for construction projects. Performs primary construction project oversight; monitors ongoing project activities to ensure conformance to standards, plans, and specifications, directs and/or performs appropriate testing, gathers proper contract documentation, and prepares contractor pay estimates. Operates land survey and traffic data collection equipment. Responds to the public, maintains records, and performs other technical and administrative tasks associated with Road Department operations.

Essential Functions

1. Using field notes, topographic survey data, and standard specifications, draws proposed plans for contracted road or bridge improvements as directed. Computes existing and proposed grades and calculates quantities for cost analyses. Surveys, plans, prepares drawings and specifications from which various Road Department projects can be constructed.
2. Conducts/leads a variety of engineering field studies pertaining to PASER ratings, pavement thickness, soils investigation, traffic volume, pavement markings, vehicle turning movements, culvert and storm sewer inventories, etc. Maintains RoadSoft inventory databases for asset management analyses.
3. Conducts/leads inspection activities for construction contract work and annual Road Department system improvement programs to ensure that work meets standard specification, plan and proposal requirements. Plans, directs, and performs field sampling and testing of materials. Performs and verifies construction project staking and ensures proper placement of work zone signing and traffic control devices. Coordinates inspection functions with the contractor's operations. Advises the contractor concerning the suitability of materials and methods used.
4. Measures, computes and keeps records of materials used and work performed in the field. Computes and compiles final quantities of construction work performed by contractors, and prepares various reports. Calculates pay estimates for road, bridge, and Road Department system improvement programs. Advises the contractor on material acceptance requirements and ensures compilation of proper project documentation.
5. Assists the surveying technician in gathering topographic information, planning and designing field modifications, and laying out projects. Uses conventional and electronic survey equipment and software as required, to accomplish layout, staking, and grading direction for contractors and Road Department crews.
6. Performs minor repairs on Road Department equipment and maintains equipment inventory.

7. Responds to information requests and complaint calls from the general public. Coordinates follow-up with appropriate personnel and enters data into computer database. Answers inquiries and complaints from the public and mitigates complaints regarding construction, construction traffic control, and access problems.
8. Performs office work such as filling out forms, keeping records, filing documents and reproducing documents or drawings. Tabulates measurements and field data, maintains related records, prepares support materials diagrams and prepares various written reports.
9. Represents the Road Department at pre-construction meetings and other project related and Committee meetings. Provides information related to particular projects and performs various administrative tasks.
10. Initiates and assists with claims against parties responsible for damaging Road Department property and may appear in Small Claims Court when necessary to enforce payment.
11. Maintains and updates road certificates, maps, road inventories, etc.
12. Attends a variety of workshops and seminars and reads periodicals and other related materials to stay current on new developments, techniques and methods.

Other Functions:

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

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

Employment Qualifications:

Education/ Experience:

Grade 4: A minimum of an Associate's Degree in Civil Engineering, Construction Technology or a related field with up to 3 years of experience (applicable co-op and/or summer internship allowed) in construction inspection/methods, computer-aided drafting (CAD), land-surveying methods, traffic engineering or related fields; OR a high school diploma or equivalent plus a minimum 5 years of experience as provided above.

Grade 5: A minimum of an Associate's Degree in Civil Engineering, Construction Technology or a related field **plus** a minimum of 3 years of experience (applicable co-op and/or summer internship allowed) in construction inspection/methods, computer-aided drafting (CAD), land-surveying methods, traffic engineering or related fields.

Other Requirements: Must possess a valid Michigan Motor Vehicle Operator's License.

One year after date of hire, employees must obtain MDOT or other recognized Certification in at least the following number or more per given grade of the following listed areas:

Grade 4— minimum 4 certifications;

Grade 5— minimum 5 certifications;

- Bituminous Testing
- Bituminous Paving
- Aggregate Testing
- Density Control, including certification in an approved Nuclear Safety Program.
- Concrete Testing
- Work Zone Safety
- SESC (Soil Erosion and Sedimentation Control) or Storm Water Operator
- Excavating Safety: Competent Person Training
- Concrete Construction Inspector (ACI)
- Concrete Paving and Structures (MDOT Inspection School)
- Bridge Painting/Cleaning and Coating Structural Steel (MDOT)
- Pavement, Signs and Markings (Levels I and II)
- Construction of ADA Compliant Facilities

Must demonstrate increasing competency and have verifiable experience in the each of the current versions of the following MDOT documents within the above required experience levels for the given grade:

- MDOT Standard Specifications for Construction
- MDOT Construction Manual
- MDOT HMA Production Manual
- Commonly used Michigan Test Methods
- MDOT Road and Bridge Standard Plans
- Density Control handbook
- Procedures for Aggregate Inspection
- MDOT Materials Quality Assurance Procedures Manual
- MDOT Hot Mix Asphalt QC/QA Procedures Manual

This position requires progressive proficiency in the use of computers and wi-fi enabled mobile devices, as well as word processing, spreadsheet, database, and various engineering software including but not limited to the following:

1. Microsoft Office Programs [e.g. Word, Excel, Access]
2. Computer-aided drafting (CAD), [e.g. Bentley Microstation]
3. Road design platform(s) and electronic survey and GPS data collection and processing, [e.g. OpenRoads, RoadEng]
4. Project estimating [e.g. MERL]
5. Construction project data collection and administration software, [e.g. Mobile Inspector, FieldBook, FieldManager, AASHTOWare]
6. Project management software [e.g. ProjectWise]
7. Asset management database software [e.g. RoadSoft]
8. Specialty and proprietary Engineering Software for pavements, walls, hydraulics, etc. [e.g. Hec-Ras, HY8]
9. PDF software [e.g. Bluebeam, Adobe]

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

Physical Requirements:

- Sitting, walking, standing, bending and lifting/holding/carrying objects found in an office environment.
- Walking, bending and twisting on pavement, dirt and other outdoor surfaces in various weather conditions.
- Occasional lifting of items up to 50 pounds.
- Ability to communicate and respond to co-worker and customer inquiries both in person and over the phone.
- Ability to operate a PC/laptop and to enter & retrieve information from a computer.
- Ability to handle varying and often high levels of stress.

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

Working Conditions:

- The typical work environment occurs in an office setting where sensory experience includes uniform temperatures, conversational noise and everyday office activities.
- Frequently, the work environment occurs outside where exposure to temperature, weather conditions, allergens and loud noises are increased.

***OPEIU (Road Dept)
April 2019
Pay grades 3/4/5***

**INGHAM COUNTY
JOB DESCRIPTION**

**OFFICE COORDINATOR
Road Department**

General Summary:

Under the supervision of the Managing Director, or their designee, is responsible for providing high-level administrative support and assistance to the Managing Director and other assigned leadership staff. Provides secretarial and administrative tasks, while assisting with the monitoring of department processes and projects. Serves as the departmental communication liaison and communicates with citizens, government officials, and media outlets. Requires a high-level of skill in office administration, clerical procedures and recordkeeping systems. Provides accounting, clerical and administrative support. Maintains departmental files and vendor contracts. Assists with maintaining the Road Department's website, scheduling meetings and responding to Freedom of Information Act (FOIA) requests.

Essential Functions:

1. Acts as the confidential administrative assistant to the Managing Director by preparing internal and external communications and reports, maintaining confidential records for commercial driver licenses, coordinating the random drug testing program, attending labor contract negotiations, and participating in employee disciplinary meetings.
2. Performs secretarial duties such as preparing Board resolutions and memos, filing, typing letters and email correspondence, proofreading, making copies, taking meeting minutes, creating reports, issuing public meeting notices, assisting with creating public meeting presentations and other clerical functions. Uses a variety of software programs, including Word, Excel and PowerPoint.
3. Schedules meetings, reserves external meeting locations, sets up virtual meetings, and accommodates auxiliary aids and services for public meetings. Records, transcribes and distributes meeting minutes. Works with the Managing Director to follow-up on tasks assigned at meetings. Monitors work projects and deadlines. May attend meetings in-lieu of the Managing Director or other staff when scheduling conflicts occur.
4. Assists with the administration and required record keeping for various statutory programs, such as hazardous materials, worker safety, Americans with Disabilities Act and commercial driver licensing.
5. Assists with data collection for grants, reports, charts, brochures, handbooks and projects. Provides staff with preliminary background information as requested. Compiles large amounts of data into concise reports and charts, creates brochures and fliers, and assists with developing policies and policy manuals. Monitors publications on topics related to the Road Department.
6. Serves as the Freedom of Information Act (FOIA) coordinator for the Road Department. Receives FOIA requests, determines if the information is available and provides the information pursuant to the Act.
7. Performs various accounting functions. Verifies invoices and processes documentation for Managing Director signature. Tracks departmental expenditures. Provides financial analysis to the Managing Director in preparation for budget meetings.

8. Acts as liaison with the Human Resources Department to post vacancies, schedule interviews, prepare interview packets, process applications, and maintain confidentiality of records. Aids with new employee orientation and training.
9. Coordinates Road Department functions, such as the Employee Appreciation lunch, potlucks, touch-a-truck events, parades, and booth displays. Prepares a quarterly newsletter.
10. Assists and temporarily performs the duties of the Reception and Public Information Coordinator during breaks and absences. Duties include answering the phone, directing calls, taking service requests, providing customer support for visitors, and responding to general questions regarding department processes and projects.
11. Tracks and assists with the execution of contracts. Provides and obtains information from Legal Counsel, Board of Commissioners, Board Director, County Clerk, vendors, government agencies and others.
12. Acts as the communication liaison with the Engineering and Operations Departments, county departments, county commissioners, internal staff, citizens, government officials, media outlets and others. May provide statements and interviews with media on behalf of the Managing Director or other staff.
13. Assists with updating the Road Department's website, Facebook and/or other social media sites.
14. Assists with the preparation of news releases, construction and maintenance project updates, and various other public information releases, as requested, for Road Department employees, retirees, customers, citizens, emergency services, county commissioners, county departments and/or units of government.
15. Assists the Engineering and Operations Departments as required.
16. May be assigned to act as the Managing Director's designee.

Other Functions:

- Performs other duties as assigned.
- Ability to meet deadlines in a timely manner, change focus on projects as needed, and be able to multitask.
- Dependable and regular attendance required.
- Ability to succeed in a fast-paced environment.
- Ability to provide excellent customer service, even during stressful situations.
- Must adhere to departmental standards in regard to confidentiality and other privacy issues.
- During a public health emergency, the employee may be required to perform duties similar to, but not limited, to those in his/her job description.

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

Employment Qualifications:

Education: Equivalent of two years of college level coursework in accounting, data processing, general office management, administration or related areas.

Experience: A minimum of three (3) years relative experience is required. Expertise in the utilization of word processing, spreadsheet and presentation software is required. Executive experience is preferred.

Other Requirements:

- Must possess a valid Michigan Motor Vehicle Operator's License.
- The position requires the proficient use of word processing, spreadsheets, and presentation software. The position also requires basic knowledge and experience with social media software programs such as, but not limited to, Facebook, Instagram, LinkedIn, and Twitter.
- May be required, and therefore must be eligible, to become a Notary Public through the Michigan Department of State.

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

Working Conditions:

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

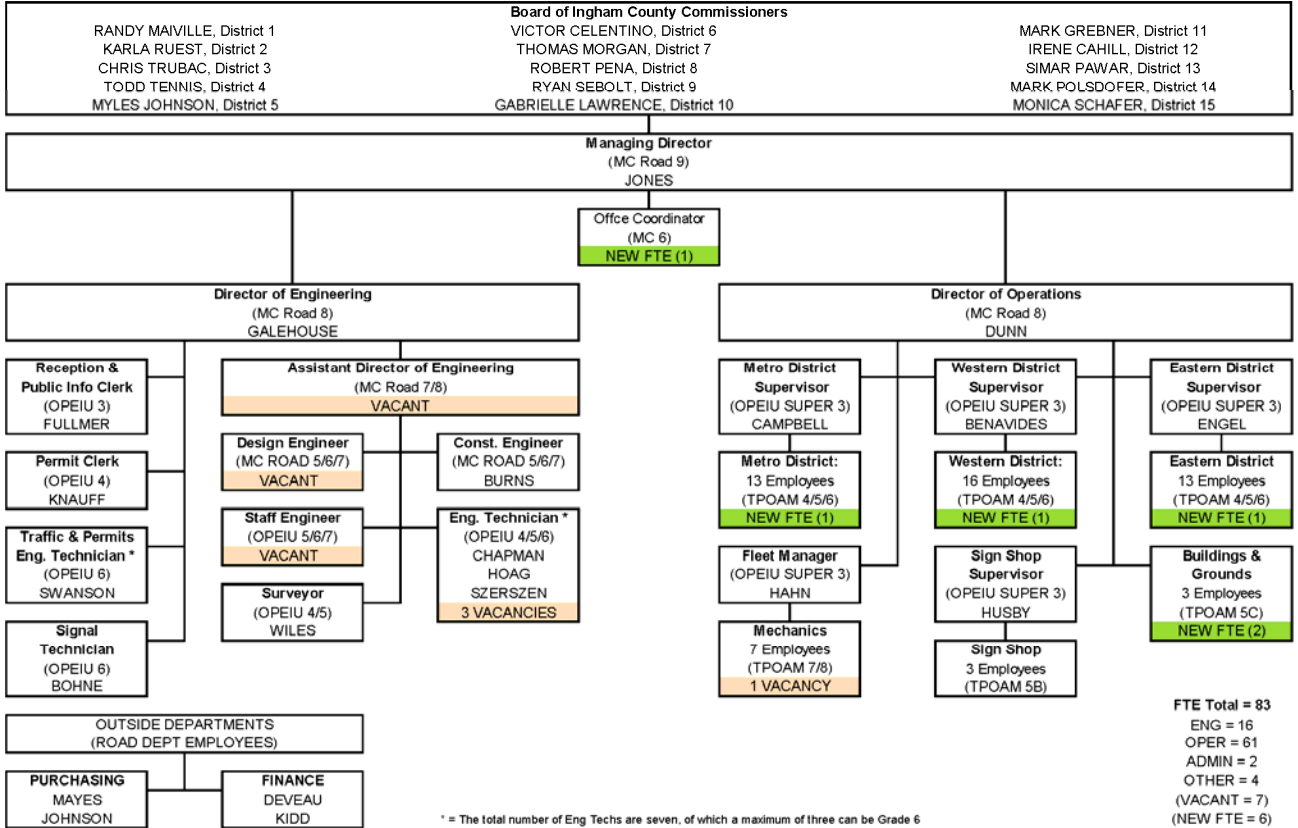
Physical Requirements:

- This position requires the ability to sit, stand, walk, climb, balance, twist, bend, stoop/crouch, squat, kneel, lift, carry, push, pull, reach, grasp, handle, pinch, type, endure repetitive movements of the wrists, hands or fingers.
- This position's physical requirements require regular stamina in sitting, standing, typing, enduring repetitive movements of the wrists, hands or fingers.
- This position performs medium work requiring the ability to exert between 20-50 pounds of force in the physical requirements above.
- This position primarily requires close visual acuity to perform tasks within arm's reach such as: viewing a computer screen, using measurement devices, inspecting and assembling parts, etc.
- This position requires the ability to communicate and respond to inquiries both in person and over the phone.
- This position requires the ability to operate a PC/laptop and to enter & retrieve information from a computer.
- This position requires the ability to handle varying and often high levels of stress.

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

MC xx
May 2023

**PROPOSED RE-ORGANIZATION CHART (As of August 1, 2023)
INGHAM COUNTY ROAD DEPARTMENT**



* = The total number of Eng Techs are seven, of which a maximum of three can be Grade 6

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE THE REORGANIZATION OF THE ROAD DEPARTMENT

WHEREAS, the Road Department wishes to reorganize the department to provide additional efficiencies and services for maintaining the public road network; and

WHEREAS, the proposed reorganization affects eleven positions at the Road Department from the Managerial and Confidential group; the Technical, Professional and Officeworkers Association of Michigan (TPOAM) bargaining unit; the Office and Professional Employees International Union Supervisory Unit (OPEIU Supervisory) bargaining unit; and the Office and Professional Employees International Union Technical Clerical Unit (OPEIU Tech/Clerical) bargaining unit; and

WHEREAS, one of these positions, Office Coordinator, will be newly created and placed in the Managerial/Confidential group at pay grade MC 6, with a salary range of \$50,359.47 to \$60,462.42; and

WHEREAS, three additional positions for Highway Worker Class 4 are proposed to be added to the Operations Department, each with a salary range of \$47,924.72 to \$54,230.38; and

WHEREAS, two additional positions for Highway Worker Class 5C are proposed to be added to Building & Grounds within the Operations Department, each with a salary range of \$48,232.31 to \$54,820.90; and

WHEREAS, five employees in the Sign & Signal Shop will be transferred within the Road Department, where the Sign Shop Supervisor and three Highway Worker Class 5 employees will be transferred to the Operations Department and the Signal Technician will remain in the Engineering Department and report to the Director of Engineering, all of which will be at no additional cost to the Road Department budget; and

WHEREAS, the existing Engineering Technician 3/4/5 job description will eliminate the level 3 position and modify the minimum experience requirement; and

WHEREAS, the OPEIU Tech/Clerical bargaining unit is in support of the proposed updated Engineering Technician 4/5 job description; and

WHEREAS, the 2023 personnel cost projections provided by the Budget Director show a total (wage and fringe) annual cost increase of \$624,398; and

WHEREAS, there are sufficient funds in the Road Fund Budget for the proposed reorganization for the 2023 budget and in future years.

THEREFORE IT BE RESOLVED, that the Ingham County Board of Commissioners hereby authorizes a reorganization of the following Road Department positions:

- One new Office Coordinator position placed in the Managerial/Confidential group at pay grade MC6
- Three additional Highway Worker Class 4 positions

Two additional Highway Worker Class 5C positions
 Five employees in the Sign & Signal Shop transferred within the Road Department
 An updated job description for Engineering Technician 4/5

The salary and payroll financial impact, which will be funded through the Road Fund Budget is:

Position Title	Current Grade, Top Step	Proposed Grade, Top Step	Difference
Office Coordinator	New Position	MC 6: \$117,487	\$117,487
Highway Worker Class 4	New Position	TPOAM 4: \$97,435	\$97,435
Highway Worker Class 4	New Position	TPOAM 4: \$97,435	\$97,435
Highway Worker Class 4	New Position	TPOAM 4: \$97,435	\$97,435
Highway Worker Class 5C	New Position	TPOAM 5C: \$107,303	\$107,303
Highway Worker Class 5C	New Position	TPOAM 5C: \$107,303	\$107,303
TOTAL:			\$624,398

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

BE IT FURTHER RESOLVED, that this reorganization is effective the first full pay date following the date the reorganization was submitted to the Human Resources Department.

Agenda Item 19a

TO: Board of Commissioners, County Services Committee, and Finance Committee
FROM: Sue Graham, Human Resources Director
DATE: September 5, 2023
SUBJECT: Resolution Certifying Representatives for the MERS 2023 Retirement Conference
For the Meeting Agendas of County Services (9/19) and Finance (9/20)

BACKGROUND

The MERS Annual Retirement Conference of the participating municipalities enrolled in the Municipal Employees' Retirement System (MERS) will be held September 28 - 29, 2023. According to the provisions of the Retirement Act, a non-managerial member of the Retirement System is to be elected by secret ballot for the Annual Conference to act as the Employee Delegate. One appointed Officer Delegate will also be in attendance in accordance with the Act.

ALTERNATIVES

Ingham County could elect not to certify delegates and be unrepresented during the Annual Conference.

FINANCIAL IMPACT

Funds previously anticipated to be necessary for 2023 MERS Retirement Conference expenses are included in the fiscal year 2023 Human Resources Department budget.

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

I respectfully recommend approval of the attached resolution for the certified Ingham County Delegates to attend the 2023 MERS Retirement Conference.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION CERTIFYING REPRESENTATIVES FOR THE
MERS 2023 RETIREMENT CONFERENCE**

WHEREAS, the Municipal Employees' Retirement System (MERS) will hold their Annual Retirement Conference September 28 - 29, 2023; and

WHEREAS, the governing body of each member municipality must certify an employee delegate who has been nominated and elected by the other employee members, and appoint an officer delegate of the governing body; and

WHEREAS, funds previously anticipated to be necessary for 2023 MERS Retirement Conference expenses are included in the fiscal year 2023 Human Resources Department budget.

THEREFORE BE IT RESOLVED, that the following persons are hereby certified as Ingham County Representatives for the MERS Annual Conference:

Employee Delegate: Jill Bauer, Sr. Budget Analyst

Officer Delegate: Alan Fox, Treasurer

TO: Board of Commissioners, County Services and Finance Committees
FROM: Sue Graham, Human Resources Director
DATE: September 5, 2023
SUBJECT: Resolution to Waive the Public Act 152 Health Care Requirements for 2024
For the agendas of September 19 and September 20

BACKGROUND

Public Act 152 of 2011 places limits on public employers' contributions toward their employees' health benefits and requires that the employer cost be no more than 80% of the cost or no more than a certain dollar amount detailed in the law (hard caps). The requirements of the act can be waived with a 2/3 vote of the governing body prior to the beginning of a medical benefit plan coverage year.

Commencing January 1, 2024, the County will continue with the current plan medical benefits and will self-insure a portion of the health insurance cost. As the uncertainty associated with the savings from this makes it very difficult to determine if the County will be in compliance with the hard caps or the 80% requirements, the County administration is recommending that the Ingham County Board of Commissioners exempt the County from the requirements of Public Act 152 of 2011 for the medical benefit plan coverage year commencing January 1, 2024 as permitted by MCL 15.568.

ALTERNATIVES

The Board of Commissioners may elect to waive or not waive the Public Act 152 health care requirements for 2023.

FINANCIAL IMPACT

The financial impact will vary dependent upon actual experience during 2024.

STRATEGIC PLAN CONSIDERATIONS

The recommendation to waive the Public Act 152 Health Care Requirements for 2024 is in furtherance of the following strategic goal(s) and task(s) included in the Strategic Plan:

Goal F. Human Resources and Staffing: Attract and retain exceptional employees who reflect the community they serve and who prioritize public service. Strategy 1: Attract and retain employees who value public service.

OTHER CONSIDERATIONS

Waiving the Public Act 152 Health Care Requirements for 2024 is supported by the Ingham County Health Care Coalition.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached Resolution to Waive the Public Act 152 Health Care Requirements for 2024.

Introduced by the County Service and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO WAIVE THE PUBLIC ACT 152 HEALTH CARE REQUIREMENTS FOR 2024

WHEREAS, Public Act 152 of 2011 places limits on public employers' contributions toward their employees' health benefits and requires that the employer cost be no more than 80% of the cost or no more than a certain dollar amount detailed in the law (hard caps); and

WHEREAS, the requirements of the act can be waived with a 2/3 vote of the governing body prior to the beginning of a medical benefit plan coverage year; and

WHEREAS, commencing January 1, 2024, the County will continue with the current plan medical benefits and will self-insure a portion of the health insurance cost; and

WHEREAS, the uncertainty associated with the savings from this makes it very difficult to determine if the County will be in compliance with the hard caps or the 80% requirements and therefore the County administration is recommending that Ingham County Board of Commissioners exempt the County from the requirements of Public Act 152 of 2011 for the medical benefit plan coverage year commencing January 1, 2024 as permitted by MCL 15.568; and

WHEREAS, waiving the Public Act 152 Health Care Requirements for 2024 is supported by the Ingham County Health Care Coalition.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby exempts Ingham County from the requirements of Public Act 152 of 2011 for the medical benefit plan coverage year commencing January 1, 2024 as permitted by MCL 15-568.

TO: Board of Commissioners County Services and Finance Committees
FROM: Sue Graham, Human Resources Director
DATE: September 12, 2023
SUBJECT: Resolution to Accept the Recommendation of the Ingham County Health Care Coalition for Employee Benefits for 2024 and Authorizing Letters of Agreement with Bargaining Units

For the meeting agendas of September 19 and September 20

BACKGROUND

On October 28, 2014 the Board of Commissioners approved Resolution 14-436 which resolved, in part, to dedicate 50 percent of any net savings in health care costs to reduction of the employee premium cost share, applied to all employee groups that agree to implement a comprehensive healthcare management program.

The Ingham County Health Care Coalition has investigated options for the County’s 2024 health care plan and has agreed to changes in the premium sharing agreement for 2024. It has also been determined by the Health Care Coalition that employer contributions to employee health savings accounts (HSAs) in the amount of \$850 single/\$1,700 2-Person/Full Family coverage (prorated on a per pay basis) be made for employees enrolled in the base health insurance option (an increase of \$100 and \$200, respectively).

It has also been determined by the Health Care Coalition that the premium rates should be calculated with the same methodology as for 2024 premium rates and be established as shown on the attached sheet and that the health insurance waiver rates should be increased over 2023 rates by the CPI effective as of June 30, 2023 not to exceed 5% (i.e., 3%) as follows:

		<u>2023/mo.</u>	<u>2024/mo.</u>
Full Family	=	\$280.00	\$288.40
2-Person	=	\$250.00	\$257.50
Single	=	\$160.00	\$164.80

ALTERNATIVES

The Board of Commissioners may elect to approve or not approve the Resolution to Accept the Recommendation of the Ingham County Health Care Coalition for Employee Benefits for 2024 and Authorizing Letters of Agreement with Bargaining Units.

FINANCIAL IMPACT

The financial impact will vary dependent upon actual experience during 2024 based upon employee election of benefits.

STRATEGIC PLAN CONSIDERATIONS

The recommendation of the Ingham County Health Care Coalition for Employee Benefits for 2024 is in furtherance of the following strategic goal(s) and task(s) included in the Strategic Plan:

Goal F. Human Resources and Staffing: Attract and retain exceptional employees who reflect the community they serve and who prioritize public service. Strategy 1: Attract and retain employees who value public service.

OTHER CONSIDERATIONS

None.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached Resolution to Accept the Recommendation of the Ingham County Health Care Coalition for Employee Benefits for 2024 and Authorizing Letters of Agreement with Bargaining Units.

Introduced by the County Service and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ACCEPT THE RECOMMENDATION OF THE INGHAM COUNTY HEALTH CARE COALITION FOR EMPLOYEE BENEFITS FOR 2024 AND AUTHORIZING LETTERS OF AGREEMENT WITH BARGAINING UNITS

WHEREAS, on October 28, 2014 the Board of Commissioners approved Resolution #14-436 which resolved, in part, to dedicate 50 percent of any net savings in health care costs to reduction of the employee premium cost share, applied to all employee groups that agree to implement the comprehensive healthcare management program; and

WHEREAS, the Ingham County Health Care Coalition has investigated options for the County’s 2024 health care plan and has agreed to changes in the premium sharing agreement for 2024; and

WHEREAS, it has also been determined by the Health Care Coalition that employer contributions to employee health savings accounts (HSAs) in the amount of \$850 single/\$1,700 2-Person/Full Family coverage (prorated on a per pay basis) be made for employees enrolled in the base health insurance option (an increase of \$100 and \$200, respectively); and

WHEREAS, it was determined by the Health Care Coalition that the premium rates should be calculated and established as shown on the attached sheet; and

WHEREAS, it was also determined by the Health Care Coalition that the health insurance waiver rates should be increased over 2023 rates by the CPI effective as of June 30, 2023 not to exceed 5% (i.e., 3%) as follows:

		<u>2023/mo.</u>	<u>2024/mo.</u>
Full Family	=	\$280.00	\$288.40
2-Person	=	\$250.00	\$257.50
Single	=	\$160.00	\$164.80

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the recommendations of the Health Care Coalition and authorizes employer contributions to employee health savings accounts (HSAs) in the amount of \$850 single/\$1,700 2-Person/Full Family coverage (prorated on a per pay basis) be made for employees enrolled in the base health insurance option.

BE IT FURTHER RESOLVED, that any funds remaining of the 50 percent net savings from 2020 and prior years after distribution to health savings accounts shall be held in reserve for future employee premium cost share reduction initiatives as recommended by the Ingham County Health Care Coalition.

BE IT FURTHER RESOLVED that, beginning on January 1, 2024 the health insurance waiver rates for all eligible employees shall be increased over 2023 rates as follows:

Full Family	=	\$288.40
2-Person	=	\$257.50

Single = \$164.80

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 Board Chairperson is authorized to sign the applicable bargaining unit letters of agreement and any other appropriate documents after review and approval as to form by the County Attorney.

2024 RATE SHEET

EMPLOYER RATES:

	<u>2023</u>	<u>2024</u>	<u>Amount Over Base</u>	<u>:</u>
	<u>2023</u>	<u>2024</u>	<u>2023</u>	<u>2024</u>
PHP HIGH	852.33	810.63	221.64	223.36
SINGLE PHP	2045.61	1945.51	531.97	536.07
HIGH 2 PERSON	2556.98	2431.87	712.67	714.53
PHP HIGH				
FAMILY	724.36	713.32	93.67	126.05
	1738.49	1711.97	224.85	302.53
PHP STANDARD	2173.08	2139.94	328.77	422.6
SINGLE PHP				
STANDARD 2	630.69	587.27	0	0
PERSON PHP	1513.64	1409.44	0	0
STANDARD FAMILY	1844.31	1717.34	0	0

PHP BASE
SINGLE PHP
BASE 2 PERSON

	<u>2024</u>		<u>For Reference</u>
	<u>Per Pay</u>	<u>%</u>	<u>Per Pay-2023</u>
PHP BASE	121.595	30%	127.85
FAMILY	291.827	30%	306.84
	364.781	30%	383.55

EMPLOYEE RATES:

Option #1 30 and 15/20	53.499	15%	54.33
PHP HIGH	171.197	20%	173.85
SINGLE PHP	213.994	20%	217.31
HIGH 2 PERSON	0		0
PHP HIGH	0		0
FAMILY	0		0

08.15.2023

TO: Board of Commissioners County Services and Finance Committees
FROM: Gregg Todd, Controller
DATE: September 8, 2023
SUBJECT: Resolution to Approve an Agreement with Andrews Technology HMS, Inc. for Time and Attendance Services
For the meeting agendas of August 15, 16

BACKGROUND

Resolution #23-370 authorized an agreement with BS&A for an Enterprise Resource Planning (ERP) software transition away from MUNIS. Part of BS&A’s successful bid included Andrews Technology HMS, Inc., which will be the provider of time and attendance software and hardware. Time and attendance services include but are not limited to web-based time & attendance software, electronic time cards, physical time clocks (where applicable), employee web services (PC entry, mobile applications), labor tracking (activity-based reporting), accrual modules, advanced scheduling modules, and BS&A payroll interface.

ALTERNATIVES

N/A.

FINANCIAL IMPACT

The fee breakdown for the time and attendance services include:

• UKG Web-based Time & Attendance Software/Hosting:	\$75,600/Year
• 20 Proximity Terminal Physical Time Clocks	\$39,800/Year
• Annual Software Maintenance	\$2,995/Year
• Annual Hardware Maintenance	\$5,900/Year
• Implementation	<u>\$51,400</u>
TOTAL ANDREWS YEAR ONE COSTS	\$175,695

\$350,000 is available in the 2023 CIP and an additional \$360,000 has been requested in the 2024 CIP and is part of the Controller’s Recommended Budget. There are sufficient funds in the 2023 CIP to cover any cost incurred during 2023.

Andrews proposal is for seven (7) years with an annual hosting/maintenance fee of \$123,895 and an additional implementation fee of \$51,400 in year one.

Funding for year one implementation and fees is included in the 2024 CIP, years two through seven will be added to the yearly General Fund budgets.

RECOMMENDATION

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

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE AN AGREEMENT WITH ANDREWS TECHNOLOGY HMS, INC.
FOR TIME AND ATTENDANCE SERVICES**

WHEREAS, Resolution #23-370 authorized an agreement with BS&A for Enterprise Resource Planning (ERP) software; and

WHEREAS, BS&A's proposal included Andrews Technology HMS, Inc. (Andrews) as its time and attendance provider; and

WHEREAS, time and attendance services include but are not limited to web-based time & attendance software, electronic time cards, physical time clocks (where applicable), employee web services (PC entry, mobile applications), labor tracking (activity-based reporting), accrual modules, advanced scheduling modules, and BS&A payroll interface; and

WHEREAS, Andrews' fee breakdown for time and attendance services include:

• UKG Web-based Time & Attendance Software/Hosting:	\$75,600/Year
• 20 Proximity Terminal Physical Time Clocks	\$39,800/Year
• Annual Software Maintenance	\$2,995/Year
• Annual Hardware Maintenance	\$5,900/Year
• Implementation	<u>\$51,400</u>
TOTAL ANDREWS YEAR ONE COSTS	\$175,695; and

WHEREAS, the agreement is for seven (7) years and the annual costs will remain the same for years two (2) through seven (7) at \$123,895 per year (total first year costs of \$175,695 less \$51,400 implementation); and

WHEREAS, year one funding is available in the 2023 and 2024 CIPs, funding for years two (2) through seven (7) will be added as a General Fund expense.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the seven (7) year agreement with Andrews for time and attendance services for a year one (1) not to exceed price of \$175,695, a not to exceed year two (2) through year seven (7) price of \$123,897 per year.

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

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



STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

GRETCHEN WHITMER
GOVERNOR

RACHAEL EUBANKS
STATE TREASURER

August 01, 2023

**Notice of Intent To
Withhold State Payments**

Municipality Code: 330000
APR Form ID Number: 144880
Report ID Number: 144886

Sent Via Email

Chief Administrative Officer
Ingham County
AShethenhelm@ingham.org

Dear Chief Administrative Officer:

The Glenn Steil State Revenue Sharing Act of 1971, Public Act 140 of 1971, Section 21(2) states that units of local government (local units) that end their fiscal year in a deficit condition shall formulate a deficit elimination plan. Any assessment of a local unit's deficit condition should be made using the guidelines provided in [Treasury Website \(Numbered Letter 2016-1\)](#). An additional resource is our [online video library](#) which explains what a deficit elimination plan is, why it is important, and how to file.

The Community Engagement and Finance Division received an audit report from your local unit for the fiscal year ending 2022. Your Certified Public Accountant has indicated a deficit in one or more funds as follows:

<u>FUND NAME</u>	<u>AMOUNT</u>
Fair Board	No Plan Necessary
Building Authority Operations	-\$712,659.00
Innovation and Technology	No Plan Necessary
Intergovernmental Services	No Plan Necessary
Insurance	-\$37,639.00
Brownfield Redevelopment Authority	No Plan Necessary
Housing Commission	No Plan Necessary

If a deficit exists in the General Fund, the General Fund plan should include a monthly breakdown of revenues and expenditures for the first two years of the projection and annual detail for the remaining years. For example, a five-year plan would show monthly detail for 24 months, and annual detail for the remaining three years. When a revised plan is submitted in the subsequent year, it would include a monthly breakdown for two years and an annual breakdown for the remaining two years. The monthly breakdown shall be for actual revenue and expenditures expected that month. For example, property taxes should be included in the months the taxes are projected to be actually collected. It shall not be merely the annual revenue and expenditures divided by 12

months. This will allow for a more meaningful picture of how the municipality is progressing on a monthly basis. In addition, for General Fund deficits the Department of Treasury highly recommends the municipality use its Multi-Year Budget Projection Tool.

Except where indicated "No Plan Necessary," within 30 days from the date of this letter please upload a deficit elimination plan for all funds listed above and a certified resolution online by visiting Michigan.gov/MunicipalFinance and select Deficit Elimination Plan Upload. Should a plan not be filed within 30 days, we may withhold 25% of the local unit's State Incentive Payments or payments issued under Public Act 140 of 1971, the Glenn Steil State Revenue Sharing Act of 1971. Once withheld, payments are not released when a plan has been *filed*, but when a plan has been *evaluated and certified* by Treasury.

After receiving your plan, we will notify you by email if additional information is needed or that your plan has been certified. If you would like to speak with a member of our team, please email our office at Treas_MunicipalFinance@Michigan.gov.

Sincerely,

A handwritten signature in black ink that reads "Harlan Goodrich". The signature is written in a cursive style with a large initial "H".

Harlan Goodrich, Municipal Finance Manager
Community Engagement and Finance Division