

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

ST. VINCENT CATHOLIC CHARITIES,

Plaintiff,

Civil No. 1:19-CV-1050

v.

Hon. Robert J. Jonker

INGHAM COUNTY BOARD OF
COMMISSIONERS,

Defendant.

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Nicholas R. Reaves
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**DEFENDANT'S RESPONSE TO PLAINTIFF'S
MOTION FOR A PRELIMINARY INJUNCTION**

1. Defendant denies that Plaintiff has demonstrated a likelihood of success on the merits under the First Amendment and 42 U.S.C. § 1983.

2. Defendant denies that Plaintiff will suffer irreparable harm without injunctive relief.

3. Defendant denies that an injunction would not be harmful to Defendant. An injunction would impose undue restrictions on Defendant's ability to contract for services to obtain the best prices and/or quality of services for the County.

4. Defendant denies that Plaintiff is the only designated resettlement agency serving refugees in Ingham County. Plaintiff is the only State designated agency, but there are other agencies performing refugee related services.

5. Defendant admits that Plaintiff sought concurrence on this Motion and that Defendant did not concur.

6. Defendant denies that it has violated Plaintiff's constitutional rights. Defendant did not cancel a grant to Plaintiff. Defendant awards yearly Community Agency grants to various organizations. Each organization is required to submit an application for grant funding each year. Plaintiff was not awarded any grant funding for 2020 as Defendant gave primary consideration to organizations that use dollar for dollar grant funding for direct aid to recipients rather than for overhead costs such as administrative costs like staffing. No agency has a reasonable expectation of receiving funding every year and, in fact, Plaintiff, itself, received zero grant dollars in both 2015 and 2016. Defendant denies that it has adopted any resolution that in any way provides a basis for refusal to contract with Plaintiff due to Plaintiff's religious beliefs.

7. Defendant denies that it has taken any retaliatory action against Plaintiff. Defendant further denies that within the next two months Defendant will consider whether to renew another contract with Plaintiff. There is no contract up for renewal by January 31, 2020. The contract that was approved by Defendant for 12 months and \$128,000 is the only contract

between the parties. Plaintiff references a Health Center Interpreting contract in its pleadings, however, the interpreting services were made a component part of the 12 month \$128,000 contract as a result of the County being informed that MDHHS funds were no longer available for interpreting services. Thus, the entire agreement with St. Vincent is now funded with Ingham County General Fund tax dollars.

Therefore, Defendant Ingham County Board of Commissioners respectfully requests that this Court deny Plaintiff's Motion for a Preliminary Injunction.

Respectfully submitted,

Dated: January 10, 2020

By: /s/ Bonnie G. Toskey
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