

INGHAM COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING – 6:30 P.M.
COMMISSIONERS ROOM, COURTHOUSE
MASON, MICHIGAN

AUGUST 27, 2019

AGENDA

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. TIME FOR MEDITATION
- V. APPROVAL OF THE MINUTES FROM **JULY 23, 2019**
- VI. ADDITIONS TO THE AGENDA
- VII. PETITIONS AND COMMUNICATIONS
 1. A LETTER FROM **DONALD CASWELL** RESIGNING FROM THE VETERANS AFFAIRS COMMITTEE
 2. AN EMAIL FROM **RAMONA BOROWICZ** RESIGNING FROM THE ICHC BOARD OF DIRECTORS
 3. A LETTER FROM **JULIE CASPER** RESIGNING AS 4-H LIAISON TO THE FAIR BOARD
 4. A LETTER FROM ROBERT GORDON, MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES DIRECTOR, THANKING INGHAM COUNTY CLERK BARB BYRUM FOR HER LETTER REGARDING THE INGHAM COUNTY BOARD OF COMMISSIONERS' RESOLUTION URGING THE REMOVAL OF **SECTION 928** IN PUBLIC ACT 207 OF 2018
 5. **AFFIDAVITS OF PUBLICATION** OF NOTICES OF ADOPTION OF ANIMAL CONTROL ORDINANCE AMENDMENTS AS AUTHORIZED BY RESOLUTIONS 19-320 AND 19-321
 6. LANSING CITY COUNCIL NOTICE OF PUBLIC HEARING – APPROVAL OF BROWNFIELD PLAN #76 – **FARNUM BUILDING** REDEVELOPMENT PROJECT
 7. A LETTER FROM ANDREA PIERCE, ANISHINAABEK CAUCUS OF THE MICHIGAN DEMOCRATIC PARTY CHAIRPERSON, OPPOSING THE ENBRIDGE RESOLUTION IN SUPPORT OF **LINE 5 TUNNEL**
 8. RESOLUTION 2019-07-104 FROM THE **LIVINGSTON COUNTY** BOARD OF COMMISSIONERS OPPOSING LEGISLATION TO PREVENT COUNTY COMMISSIONER CANDIDATES FROM DISCLOSING THEIR PARTY AFFILIATION ON BALLOTS PROVIDED TO MICHIGAN VOTERS

9. RESOLUTION FROM THE [CHARLEVOIX COUNTY](#) BOARD OF COMMISSIONERS REGARDING THE TRIAL COURT FUNDING COMMISSION INTERIM REPORT
10. RESOLUTION 2019-35 FROM THE [KALKASKA COUNTY](#) BOARD OF COMMISSIONERS SUPPORTING THE CARO CENTER IN TUSCOLA COUNTY MICHIGAN
11. RESOLUTION 19-89C FROM THE [HURON COUNTY](#) BOARD OF COMMISSIONERS REGARDING THE TRIAL COURT FUNDING COMMISSION INTERIM REPORT
12. RESOLUTION 19-94C FROM THE [HURON COUNTY](#) BOARD OF COMMISSIONERS SUPPORTING THE USE OF LOCAL COUNTY FUNDS FOR LOCAL COMMUNITY MENTAL HEALTH SERVICES
13. RESOLUTION FROM THE [CHARLEVOIX COUNTY](#) BOARD OF COMMISSIONERS OPPOSING ANY REDUCTION OF FEDERAL FUNDING FOR THE GREAT LAKES RESTORATION INITIATIVE
14. RESOLUTION FROM THE [CHARLEVOIX COUNTY](#) BOARD OF COMMISSIONERS REGARDING THE MEDICARE PRESCRIPTION DRUG BILL OF 2003
15. COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED DECEMBER 31, 2018

VIII. PRESENTATION OF NATIONWIDE SCHOLARSHIP

IX. LIMITED PUBLIC COMMENT

X. CLARIFICATION/INFORMATION PROVIDED BY COMMITTEE CHAIRS

XI. CONSIDERATION OF CONSENT AGENDA

XII. COMMITTEE REPORTS AND RESOLUTIONS

16. COUNTY SERVICES COMMITTEE - RESOLUTION [RESCINDING RESOLUTION #13-201](#) AND REVISING CERTAIN POLICIES PERTAINING TO APPOINTED ADVISORY BOARDS AND COMMISSIONS
17. COUNTY SERVICES COMMITTEE - RESOLUTION TO APPROVE STOP SIGN TRAFFIC CONTROL ORDERS IN [CENTRAL PARK ESTATES](#) SUBDIVISION
18. COUNTY SERVICES COMMITTEE - RESOLUTION TO APPROVE THE SPECIAL AND ROUTINE [PERMITS](#) FOR THE INGHAM COUNTY ROAD DEPARTMENT
19. COUNTY SERVICES AND FINANCE COMMITTEES - RESOLUTION TO AUTHORIZE A ONE YEAR CONTRACT EXTENSION WITH CAPITOL WALK PARKING LLC FOR THE [PARKING SPACES](#) LOCATED AT LENAWEE AND CHESTNUT IN LANSING

20. COUNTY SERVICES AND FINANCE COMMITTEES - RESOLUTION TO AUTHORIZE A CONTRACT RENEWAL WITH CLEAN INVESTMENTS INC. FOR [JANITORIAL SERVICES](#) AT NEW HOPE
21. COUNTY SERVICES AND FINANCE COMMITTEES - RESOLUTION TO AUTHORIZE A PURCHASE ORDER TO BE ISSUED TO JIMMERSON ROOFING FOR THE REPLACEMENT OF THE DRAIN COMMISSIONERS [POLE BARN ROOF](#)
22. COUNTY SERVICES AND FINANCE COMMITTEES - RESOLUTION TO AUTHORIZE AN AGREEMENT WITH ROGER DONALDSON AIA FOR [ARCHITECTURAL SERVICES](#) FOR THE RENOVATION OF THREE ADDITIONAL OFFICES ON THE SECOND FLOOR OF THE HUMAN SERVICES BUILDING
23. COUNTY SERVICES AND FINANCE COMMITTEES - RESOLUTION TO AUTHORIZE AN AGREEMENT WITH SUPERIOR ELECTRIC OF LANSING INC. FOR THE REPLACEMENT OF THE UNINTERRUPTED [POWER SYSTEM](#) AT THE MASON HISTORICAL COURTHOUSE
24. COUNTY SERVICES AND FINANCE COMMITTEES - RESOLUTION APPOINTING [WILLIAM E. FOWLER](#) AS ACTING COUNTY GRANT ADMINISTRATOR FOR THE 2019 INGHAM COUNTY REMONUMENTATION PROJECT
25. COUNTY SERVICES AND FINANCE COMMITTEES - RESOLUTION TO ACCEPT A MONETARY [DONATION](#) FROM THE POTTER PARK ZOOLOGICAL SOCIETY
26. COUNTY SERVICES AND FINANCE COMMITTEES - RESOLUTION TO AUTHORIZE AN [OIL AND GAS LEASE](#) AGREEMENT FOR ICRD PROPERTY LOCATED ON KIPP ROAD
27. COUNTY SERVICES AND FINANCE COMMITTEES - RESOLUTION TO APPROVE A SECOND PARTY AGREEMENT WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) AND A THIRD PARTY AGREEMENT WITH DELHI CHARTER TOWNSHIP IN RELATION TO A FEDERALLY FUNDED [SAFE ROUTES](#) TO SCHOOL PROJECT FOR THE HOLT PUBLIC SCHOOL DISTRICT
28. COUNTY SERVICES AND FINANCE COMMITTEES - RESOLUTION CERTIFYING [REPRESENTATIVES](#) FOR THE MERS 2019 RETIREMENT CONFERENCE
29. COUNTY SERVICES AND FINANCE COMMITTEES - RESOLUTION AMENDING AND RESTATING THE INGHAM COUNTY [DEFERRED COMPENSATION](#) PLAN
30. COUNTY SERVICES AND FINANCE COMMITTEES - RESOLUTION TO APPROVE THE RENEWAL OF THE [INFORMACAST](#) SUPPORT SUBSCRIPTION

31. COUNTY SERVICES AND FINANCE COMMITTEES - RESOLUTION TO APPROVE RENEWAL OF [PACC/PAAM](#) LICENSING AND SUPPORT
32. COUNTY SERVICES AND FINANCE COMMITTEE - RESOLUTION TO APPROVE THE MID-MICHIGAN [HEALTH INSURANCE CONSORTIUM](#) MUNICIPAL COOPERATION AGREEMENT
33. Human Services Committee - RESOLUTION REVISING THE [BY LAWS](#) OF THE INGHAM COUNTY FAIR BOARD
34. HUMAN SERVICES COMMITTEE - RESOLUTION TO AUTHORIZE DEER HUNTING AT [LAKE LANSING PARK](#)-NORTH AND THE INGHAM COUNTY FARM
35. HUMAN SERVICES COMMITTEE - RESOLUTION TO [AMEND RESOLUTION #15-77](#) TO MAKE THE COMMISSIONER LIAISON A VOTING MEMBER ON THE BOARD OF HEALTH
36. HUMAN SERVICES COMMITTEE - RESOLUTION HONORING [DR. SUGANDHA LOWHIM](#)
37. HUMAN SERVICES, COUNTY SERVICES AND FINANCE COMMITTEES - RESOLUTION TO AUTHORIZE AN AGREEMENT WITH THE [INLINE GROUP](#) FOR PROVIDER RECRUITING
38. HUMAN SERVICES AND FINANCE COMMITTEES - RESOLUTION TO AUTHORIZE AN AGREEMENT WITH [OPEN-MSU](#)
39. HUMAN SERVICES AND FINANCE COMMITTEES - RESOLUTION DECLARING THAT A FIFTH ROUND OF [APPLICATIONS](#) FOR THE TRAILS AND PARKS MILLAGE FUNDS WILL BE TAKEN BEGINNING AUGUST 28, 2019
40. HUMAN SERVICES AND FINANCE COMMITTEES - RESOLUTION TO AUTHORIZE AN AGREEMENT WITH COMCAST FOR PUBLIC EDUCATION [ADVERTISING ABOUT LEAD](#)
41. HUMAN SERVICES AND FINANCE COMMITTEES - RESOLUTION TO AUTHORIZE AN AGREEMENT WITH MICHIGAN [COMMUNITY HEALTH WORKERS ALLIANCE](#)
42. HUMAN SERVICES AND FINANCE COMMITTEES - RESOLUTION TO ACCEPT AN AWARD THROUGH NATIONAL MATERNAL AND CHILD ORAL HEALTH RESOURCE CENTER AT [GEORGETOWN UNIVERSITY](#)
43. HUMAN SERVICES AND FINANCE COMMITTEES - RESOLUTION TO AMEND THE PEDIATRIC PHYSICIAN AGREEMENT WITH [MSU CHM](#)
44. HUMAN SERVICES AND FINANCE COMMITTEES - RESOLUTION TO AMEND THE PEDIATRIC PHYSICIAN AGREEMENT WITH [MSU COM](#)

45. HUMAN SERVICES AND FINANCE COMMITTEES - RESOLUTION TO AUTHORIZE AN [AMENDMENT TO RESOLUTION #19-247](#)
46. HUMAN SERVICES AND FINANCE COMMITTEES - RESOLUTION TO EXTEND THE LEASE AGREEMENT FOR [1115 S. PENNSYLVANIA AVE](#)
47. HUMAN SERVICES AND FINANCE COMMITTEES - RESOLUTION TO AUTHORIZE AN AGREEMENT WITH [WEST INTERACTIVE SERVICES](#)
48. LAW & COURTS COMMITTEE - RESOLUTION TO DEDICATE A SECTION OF BARNES ROAD: "THE [SERGEANT PAUL COLE](#) MEMORIAL ROADWAY"
49. LAW & COURTS COMMITTEE - RESOLUTION TO HONOR [SERGEANT JEFFREY WEISS](#) OF THE INGHAM COUNTY SHERIFF'S OFFICE
50. LAW & COURTS COMMITTEE - RESOLUTION TO HONOR [GUY L. SWEET](#) OF THE INGHAM COUNTY PROSECUTOR'S OFFICE
51. LAW & COURTS, COUNTY SERVICES AND FINANCE COMMITTEES - RESOLUTION TO AUTHORIZE AN AGREEMENT WITH [ICS HOLDINGS LLC](#). TO LEASE SPACE FOR THE 9-1-1 CENTER'S PUBLIC SAFETY RADIO SYSTEM REPLACEMENT PROJECT
52. LAW & COURTS, COUNTY SERVICES AND FINANCE COMMITTEES - RESOLUTION TO AUTHORIZE AN AGREEMENT WITH VIDCOM SOLUTIONS FOR THE [ACCESS CONTROL](#) AT MULTIPLE INGHAM COUNTY FACILITIES
53. LAW & COURTS AND FINANCE COMMITTEES - RESOLUTION TO AUTHORIZE THE PURCHASE OF A NEW MOBILE [ADOPTIONS TRANSPORT VEHICLE](#)
54. LAW & COURTS AND FINANCE COMMITTEES - RESOLUTION FOR THE RENEWAL AND EXTENSION OF THE TECHNICAL SERVICES AGREEMENT WITH [WORD SYSTEMS, INC.](#)

XIII. SPECIAL ORDERS OF THE DAY

XIV. PUBLIC COMMENT

XV. COMMISSIONER ANNOUNCEMENTS

XVI. CONSIDERATION AND ALLOWANCE OF CLAIMS

XVII. ADJOURNMENT

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, 517-676-7200.

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

FULL BOARD PACKETS ARE AVAILABLE AT: www.ingham.org

JULY 23, 2019 REGULAR MEETING

Board of Commissioners Room – Courthouse
Mason, Michigan – 6:30 p.m.
July 23, 2019

CALL TO ORDER

Chairperson Crenshaw called the July 23, 2019 Regular Meeting of the Ingham County Board of Commissioners to order at 6:30 p.m.

Members Present at Roll Call: Crenshaw, Celentino, Grebner, Koenig, Maiville, Morgan, Polsdofer, Sebolt, Slaughter, Stivers, Tennis, and Trubac.

Members Absent: Naeyaert and Schafer.

A quorum was present.

PLEDGE OF ALLEGIANCE

Chairperson Crenshaw asked Lindsey McKeever, Fairgrounds Events Director, to lead the Board of Commissioners in the Pledge of Allegiance.

TIME FOR MEDITATION

Chairperson Crenshaw asked those present to remain standing for a moment of silence and asked everyone to please keep the families of Lori Ireland and Nay Thornhill in their thoughts.

Commissioner Morgan thanked Chairperson Crenshaw and gave the following speech in memory of Lori Ireland:

“I want to recognize Mason resident Lori Ireland.

Lori spent 27 plus years as an infant room teacher at EC3, a highly-regarded daycare center on Lansing’s Westside.

Lori was the infant teacher for both of my boys, as well as both of Clerk Byrum’s kids, Andy and Erin Schor’s kids, Kelly Rossman’s kids, and countless others throughout our community.

Being a first-time parent is the most challenging thing imaginable. Life changes forever. Your needs, and the needs of your partner, become insignificant now that you have this new, helpless little person to take care of. Sleeping straight through the night becomes a distant memory.

As an infant room teacher, Lori – who was known as “the baby whisperer” — helped parents navigate through their children’s first year of life. She gave us friendly advice, calmed our nerves, told us about every cute thing our babies did, and served as a shoulder for us to cry on.

JULY 23, 2019 REGULAR MEETING

As a daycare teacher, Lori spent more waking hours with our kids than even we did. I'm sure she was actually the one who heard them say their first words and take their first steps, but of course she'd never tell us, lest she take away the honor of those milestones happening in our presence.

Lori had to retire early this spring after experiencing serious problems with her vision. After her retirement, she was able to spend more time with her father, Jim Ireland, who had advanced dementia. Jim, who lived here in Mason and was deeply involved with Mason First Methodist Church, passed away in May. I know Lori missed her dad and last Friday, without any warning, she passed away, too.

Lori Ireland was just 49 years old, but she touched more lives in her brief time on Earth than most could hope to in 20 lifetimes.

Thank you, Mr. Chair, for the privilege of sharing my feelings on this amazing woman with all of you."

Chairperson Crenshaw thanked Commissioner Morgan.

APPROVAL OF THE MINUTES

Commissioner Koenig moved to approve the minutes of the June 25, 2019 meeting. Commissioner Trubac supported the motion.

The motion to approve the minutes carried unanimously. Absent: Commissioners Naeyaert and Schafer.

ADDITIONS TO THE AGENDA

Chairperson Crenshaw stated that Board rules state resolutions would ordinarily be referred to a committee unless there was a 2/3 vote to allow the resolution to be considered by the Board immediately.

Commissioner Celentino moved that the Resolution Providing Accessibility to Audio Recordings of Board of Commissioners' Meetings on the Ingham County Website and the Resolution Amending Resolution #06-184 to Authorize Per Diems for Fair Board Members Volunteering to Work Working During Fair Week, be considered immediately. Commissioner Morgan supported the motion.

The motion carried unanimously. Absent: Commissioners Naeyaert and Schafer.

Chairperson Crenshaw stated that the resolutions would be added as Agenda Items No. 43 and No. 44.

Chairperson Crenshaw stated that without objection, the following substitute would be added to the agenda:

Agenda Item No. 22 - Resolution Opposing Appropriations Bill Public Act 207 Of 2018, Article X, Part 2 Provisions Concerning Appropriations, General Sections, Behavioral Health Services, Section 928 (1).

PETITIONS AND COMMUNICATIONS

AN EMAIL FROM STEPHENI SCHLINKER RESIGNING FROM THE INGHAM COUNTY WOMEN'S COMMISSION. Chairperson Crenshaw accepted the resignation and placed the email on file.

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AN EMAIL FROM KELLI CORNER RESIGNING FROM THE INGHAM COUNTY WOMEN'S COMMISSION. Chairperson Crenshaw accepted the resignation and placed the email on file.

AN EMAIL FROM THE LANSING AREA ECONOMIC PARTNERSHIP REGARDING AN OBSOLETE PROPERTY REHABILITATION DISTRICT PUBLIC HEARING. Chairperson Crenshaw placed the notice on file.

LANSING CITY COUNCIL NOTICE OF PUBLIC HEARING - OBSOLETE PROPERTY REHABILITATION DISTRICT. Chairperson Crenshaw placed the notice on file.

RESOLUTION "A" FROM THE SAGINAW COUNTY BOARD OF COMMISSIONERS IN SUPPORT OF A STATE PSYCHIATRIC FACILITY ON THE GROUNDS OF THE CARO CENTER IN TUSCOLA COUNTY. Chairperson Crenshaw placed the notice on file.

RESOLUTION 19-17 FROM THE WEXFORD COUNTY BOARD OF COMMISSIONERS SUPPORTING THE CARO CENTER IN TUSCOLA COUNTY MICHIGAN. Chairperson Crenshaw placed the notice on file.

RESOLUTION 2019-14 FROM THE MENOMINEE COUNTY BOARD OF COMMISSIONERS REGARDING FUNDING THE GREAT LAKES RESTORATION INITIATIVE. Chairperson Crenshaw placed the notice on file.

RESOLUTION 2019-15 FROM THE MENOMINEE COUNTY BOARD OF COMMISSIONERS REGARDING THE MEDICARE PRESCRIPTION DRUG BILL OF 2003. Chairperson Crenshaw referred the resolution to the Human Services Committee.

RESOLUTION 19-083 FROM THE HILLSDALE COUNTY BOARD OF COMMISSIONERS REGARDING THE TRIAL COURT FUNDING COMMISSION INTERIM REPORT. Chairperson Crenshaw referred the resolution to the Law and Courts Committee.

RESOLUTION FROM THE MARQUETTE COUNTY BOARD OF COMMISSIONERS REGARDING THE TRIAL COURT FUNDING COMMISSION INTERIM REPORT. Chairperson Crenshaw referred the resolution to the Law and Courts Committee.

LIMITED PUBLIC COMMENT

Bob Pena, Lansing resident, representing the neighborhood formerly known as Foster Farm & Friends, stated that he wanted to thank the Commissioners who considered Agenda Item No. 39. He further stated that he heard there was concern regarding mud and wanted to let people know that could be easily rectified with a layer of wood chips.

Phillip and Karen Kurzejo, Ancona Farms, thanked the Commissioners for considering changing the ordinance to allow ducks in urban settings. Ms. Kurzejo spoke about the benefits of ducks, including the nutritional value of duck eggs. Mr. Kurzejo stated that, as part of the Lansing Garden Project, part of urban farming was being able to include chickens and poultry.

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Lindsey McKeever introduced herself as the new Fairgrounds Events Director and stated that she was happy to be in Ingham County. She further stated that she hoped the Commissioners were planning on coming to the fair next week and thanked them.

Mr. Pena stated that there was a child in Lansing who was allergic to chicken eggs, but could tolerate duck eggs. He further stated that some people with chicken egg allergies can benefit from consuming duck eggs.

CLARIFICATION/INFORMATION PROVIDED BY COMMITTEE CHAIR

Commissioner Koenig stated that she wanted to clarify that there was a bit of misinformation regarding Agenda Item No. 39, which did not concern ducks, but rather chickens. She further stated the Board of Commissioners planned to consider a similar resolution concerning ducks in September in the Law and Courts Committee.

CONSIDERATION OF CONSENT AGENDA

Commissioner Maiville moved to adopt a consent agenda consisting of all action items except Agenda Items 38, 39, and 40. Commissioner Slaughter supported the motion.

The motion carried unanimously. Absent: Commissioners Naeyaert and Schafer.

Those agenda items that were on the consent agenda were adopted by unanimous roll call vote. Absent: Commissioners Naeyaert and Schafer.

Items voted on separately are so noted in the minutes.

JULY 23, 2019 REGULAR MEETING

**ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 11**

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE THE SPECIAL AND ROUTINE PERMITS
FOR THE INGHAM COUNTY ROAD DEPARTMENT**

RESOLUTION # 19 – 292

WHEREAS, as of July 23, 2013, the Ingham County Department of Transportation and Roads became the Ingham County Road Department per Resolution #13-289; and

WHEREAS, the Ingham County Road Commission periodically approved Special and Routine permits as part of the their roles and responsibilities; and

WHEREAS, this is now the responsibility of the Board of Commissioners to approve these permits as necessary.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the attached list of Special and Routine Permits dated July 2, 2019 as submitted.

COUNTY SERVICES: Yeas: Celentino, Stivers, Grebner, Sebolt, Koenig, Maiville, Naeyaert
Nays: None **Absent:** None **Approved 07/16/2019**

Adopted as part of a consent agenda.

JULY 23, 2019 REGULAR MEETING**INGHAM COUNTY ROAD DEPARTMENT**

DATE July 2, 2019

LIST OF CURRENT PERMITS ISSUED

ROW PERMIT#	APPLICANT/ CONTRACTOR	WORK	LOCATION	CITY/ TWP	SECTION
2019-255	CHUM THERAPEUTIC RIDING	SPECIAL EVENT	VARIOUS	INGHAM TOWNSHIP	
2019-256	PLAYMAKERS	SPECIAL EVENT	CENTRAL PARK DR	MERIDIAN	
2019-253	AT&T	CABLE – UG	HOLT RD	DELHI	
2019-249	BARNHART & SON	MANHOLE REPLACEMENT	NEW SALEM AVE	MERIDIAN	
2019-246	MILLER BROS EXCAV	SANITARY	CHAGGAL LN	MERIDIAN	
2019-262	ZAYO GROUP	CABLE	DAWN AVE	MERIDIAN	
2019-257	CSX RAILROAD	DETOURS	VARIOUS	VARIOUS	
2019-276	CONSUMERS	GAS,ELEC-OH	HARDY AVE	MERIDIAN	
2019-273	COMCAST	BORE,CABLE - UG	CHARLAR DR	DELHI	
2019-279	COMCAST	CABLE – UG	MARSH RD	MERIDIAN	
2019-280	CONSUMERS	ELECTRIC – OH	WILLIAMSTON	INGHAM	
2019-278	CONSUMERS	GAS	RABY RD	MERIDIAN	
2019-293	AT&T	CABLE –UG	SPANISH OAK	DELHI	
2019-295	BARNHART & SON	SANITARY	TOWNER RD	MERIDIAN	
2019-285	GA HUNT EXCAV	SANITARY/ ROAD CUT	WARDCLIFF	MERIDIAN	
2019-300	BARNHART & SON	SANITARY	LAKE LANSING RD	MERIDIAN	
2019-299	MERIDIAN TWP	WATER MAIN	LAKE LANSING RD	MERIDIAN	
2019-298	WOLVERINE BUILDING	MISC	HAMILTON RD	MERIDIAN	
2019-297	HM ENVIRONMENTAL	WATER MAIN	HAMILTON RD	MERIDIAN	

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2019-310	ISKCON MICHIGAN	SPECIAL EVENT	CENTRAL PARK DR	MERIDIAN	
2019-314	MERIDIAN TWP PARKS/REC	SPECIAL EVENT	CENTRAL PARK DR	MERIDIAN	
2019-313	MDOT	TRAFFIC CONTROL	KALAMAZOO ST	LANSING	
2019-319	COMCAST	CABLE – UG	AURELIUS RD	DELHI	
2019-318	SCARLETT EXCAVATING	WATER MAIN	TOWNER RD	MERIDIAN	

MANAGING DIRECTOR: _____

JULY 23, 2019 REGULAR MEETING

**ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 12**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A NEW CONTRACT WITH MGT OF AMERICA CONSULTING,
LLC, FOR THE PREPARATION OF A COUNTY WIDE COST ALLOCATION PLAN**

RESOLUTION # 19 – 293

WHEREAS, the Ingham County Friend of the Court and Ingham County Health Department receive grant funding, which allows for the indirect recovery of costs incurred by other Ingham County agencies supporting their operations through a Cost Allocation Plan; and

WHEREAS, the current Cost Allocation Plan, which has been prepared by the Financial Services Department since 2012, is in need of revision to ensure that the county continues to receive the maximum allowable reimbursement for indirect costs incurred by the Ingham County Friend of the Court and Ingham County Health Department; and

WHEREAS, the preparation of a new Cost Allocation Plan is complex and requires specialized knowledge, and

WHEREAS, since 2010 MGT has provided accurate and timely services to the Ingham County Friend of the Court and Ingham County Prosecuting Attorney for preparing grant applications and monthly billings for IV-D (child support) funding; and

WHEREAS, MGT currently prepares a Cost Allocation Plan for 52 other counties in the State of Michigan, and

WHEREAS, pursuant to RFP #46-19, MGT has submitted a cost allocation proposal for three years for \$12,000 per year; and

WHEREAS, this bid was \$3,000 per year less than the only other bid received for the preparation of a Cost Allocation Plan.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves contracts with MGT for services from July 1, 2019 through December 31, 2022, to prepare a Cost Allocation Plan for the years 2018, 2019, and 2020, to be recovered in 2020, 2021, and 2022, respectively.

BE IT FURTHER RESOLVED, that for the first year of the contract, \$12,000 shall be utilized from the contingency fund, and for the second and third years of the contract \$12,000 shall be budgeted annually by the Financial Services Department.

BE IT FURTHER RESOLVED, that the Ingham County Controller/Administrator is hereby authorized to make any adjustments necessary to properly budget and account for these expenditures.

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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.

COUNTY SERVICES: Yeas: Celentino, Stivers, Grebner, Sebolt, Koenig, Maiville, Naeyaert
Nays: None **Absent:** None **Approved 07/16/2019**

FINANCE: Yeas: Grebner, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None **Absent:** Morgan **Approved 07/17/2019**

Adopted as part of a consent agenda.

DRAFT

JULY 23, 2019 REGULAR MEETING

**ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 13**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO REVISE THE INGHAM COUNTY CELL PHONE POLICY

RESOLUTION # 19 – 294

WHEREAS, Ingham County has outdated Policies #352 and #353 dealing with Cell Phone Usage and Electronic Features on Telecommunications respectively; and

WHEREAS, the Policies were established by Resolution #08-346; and

WHEREAS, it is advisable to regularly evaluate established policies and guidelines to ensure that it meets legal requirements and reflects the appropriate state of technological advancement; and

WHEREAS, the Ingham County Innovation and Technology Department has worked with our Legal counsel to revise the policies and have recommended that they be revised as attached.

THEREFORE BE IT RESOLVED, that the Board of Commissioners hereby approves the revisions to the Cell Phone Policy.

BE IT FURTHER RESOLVED, that the IT Department shall provide a copy of this resolution and the revised Cell Phone Policy to all department heads and all elected officials that serve as head of their offices or courts.

COUNTY SERVICES: Yeas: Celentino, Stivers, Grebner, Sebolt, Koenig, Maiville, Naeyaert

Nays: None **Absent:** None **Approved 07/16/2019**

FINANCE: Yeas: Grebner, Tennis, Crenshaw, Polsdofer, Schafer, Maiville

Nays: None **Absent:** Morgan **Approved 07/17/2019**

Adopted as part of a consent agenda.

Facilities and Equipment
Management
Policy No. _____
(Replaces Policy No. 352 & 353)

Cell Phone Usage and Reimbursement

Approved:
Resolution No.

- A. The purpose of this policy is to establish guidelines for the use of County-provided cell phones by staff who are authorized to use said cell phones for County business purposes. This policy may also capture employees who, from time to time, use their personal cell phones for County business. Note: While Elected Officials, the Chief Judge, and/or their respective designees are not bound by the terms of this policy, they are encouraged to follow the policy.
- B. All requests for cell phones to be provided as a County expense (in whole or in part) will be presented in writing to the employee's Department Head or his/her designee for review and approval. Written requests must describe the business justification for how the intended use will meet the criteria in Section D., below. If the request is denied by the Department Head or his/her designee, the request may be taken to the County Controller. If the request is denied by the County Controller, the request may be taken to the County Services Committee for review.
- C. If approved, the employee must sign and submit a copy of this policy to their respective Department Head, acknowledging their understanding of the terms and conditions related to the use of a County-provided cell phone. The Department Head must then keep a copy of the signed policy as well as documentation of its approval of the employee's request for a County-provided cell phone for review and/or audit purposes.
- D. The County may provide an employee with a cell phone if the following criteria is met:
 - a. The employee's job requires a significant amount of time away from the employee's assigned work station, and use of a County-provided cell phone will ensure the employee remains accessible during those times; and
 - b. The employee's job requires the employee to be accessible outside of regular or scheduled work hours.

Convenience is not acceptable as the primary criteria for giving a County-provided cell phone to an employee.

- E. Employees approved to use County-provided cell phones will be given access to a cell phone for County business purposes only, and will not receive an allowance toward a personal cell phone. Personal calls on County-provided cell phones are highly discouraged during business hours. The County recognizes that brief personal calls for family or emergency matters may occur from time to time; however, the employee will be expected to keep personal use to a minimum. Misuse of County issued cell phones,

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including use in ways inconsistent with County policies or applicable laws, will result in the termination of cell phone privileges.

- F. Cell phones can be used to both send and receive text messages, pictures, recordings, videos, and e-mail communications. The County reserves the right to monitor all text messages, pictures, recordings, videos, e-mail communications or other communications of any type whether composed or received by the employee on a County-provided cell phone. The County also reserves the right to monitor the employee's internet use history on County-provided cell phones.
- G. Due to the nature of electronic communications and the public employer status of the County, County-provided cell phone use is less private than users may anticipate. As a result, employees should note that text messages, pictures, recordings, videos, e-mail communications, internet search histories or other communications of any type either composed or received by the employee on a County-provided cell phone could be considered public records and subject to disclosure under the Michigan Freedom of Information Act. The County reserves the right to review, audit, intercept, access, and/or disclose all matters contained in/as part of the County telecommunications system at any time, with or without notice to the employee. The employee acknowledges, by using a County-provided cell phone, that the employee has no expectation of privacy in regard to any communications regarding County business or which may be contained on the County's telecommunications system. Electronic communications regarding County business composed or received by an employee on their personal cell phone may also be subject to the Michigan Freedom of Information Act.
- H. Pursuant to MCL 15.232(d)(v), the judiciary is not a "public body" for purposes of the Michigan Freedom of Information Act and its judicial documents, including electronic communications generated while using a Court-provided cell phone, are exempt from disclosure under the same. While the Judges and all Court employees should comply with the County's policy regarding the use of the County's information technology systems, only the Court will have the authority to monitor and review all data, information, or records generated by the Judges and employees of the Court. The Chief Judge or his/her designee has the sole authority to authorize appropriate action should any Court employee abuse the use of any County information technology system, or violate any standard of operation.
- I. To comply with applicable laws, employees are responsible for following County approved Data Retention Policies and Equipment Disposal Policies, if applicable, to identify how long electronic communications found on the employee's cell phone must be kept and/or maintained. Note that all electronic communications do not necessarily have the same retention period.
- J. It is generally recognized that cell phone transmissions are not secure. Employees will use discretion in relaying confidential or sensitive information regarding the County over County-provided cell phones. Further, cell phones may not be used to defame, harass, intimidate, or threaten any person. Employees are prohibited from using their cell phones in any illegal, illicit, or offensive manner.

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- K. Employees are responsible for complying with all applicable laws regarding the use of cell phones while driving, and avoiding cell phone use that may jeopardize the safety of the employee or others. Such use may include text messaging, emailing, or verbal communication.
- L. Any employee who loses or damages a County issued cell phone permits the County to garnish the employee's wages, in compliance with the Michigan Payment of Wages and Fringe Benefits Act, to cover the expense of replacing the County-provided cell phone. If an employee loses or damages a phone for the first time, the employee will be charged a fee equal to 50% of the cost of replacing the cell phone. If the employee loses or damages a second phone within the same year, the fee will total 100% of the County's cost for the replacement cell phone. If a County-provided phone is lost, damaged, or destroyed, alternative arrangements may be made with the written approval of the employee's Department Head.
- M. If the employee is terminated, resigns, or is no longer eligible for a County-provided cell phone, the employee is required to immediately turn in the cell phone and related equipment to their supervisor or Department Head. The employee's supervisor or Department Head shall then submit the cell phone and related equipment to the Innovation and Technology Department.
- N. All County-provided cell phones will be purchased by the requesting-employee's Department Head. All equipment purchased remains the property of the County. Calling plans must be on County approved governmental contract.
- I, _____ (Employee), understand that by signing this policy, I am agreeing that I will abide by the terms and conditions as they are expressed herein, including allowing the County to garnish my wages if I lose or damage my County-provided cell phone.

EMPLOYEE'S SIGNATURE

Employee's Name

Employee's Signature

Employee's Department

Employee's Title

Date

DEPARTMENT HEAD'S SIGNATURE

Department Head's Name

Department Head's Signature

Date

JULY 23, 2019 REGULAR MEETING

**ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 14**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE A CHANGE IN THE OUTBOUND ACCESS NUMBER FOR
COUNTY PHONE SYSTEM**

RESOLUTION # 19 – 295

WHEREAS, Ingham County currently uses the number 9 to obtain an outside line for our telephone system; and

WHEREAS, there is a desire to reduce the number of accidental calls to 911; and

WHEREAS, it has been determined that a different number could be used to obtain an outside line with minimal disruption but this would require reprogramming our phone system and training for our phone users; and

WHEREAS, the requested solution amount is in the approved 2019 budget.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize the purchase of service hours from Sentinel in the amount not to exceed \$1,600.00.

BE IT FURTHER RESOLVED, that the total cost will be paid from the Innovation and Technology's Communications Fund (636-26600-932010).

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.

COUNTY SERVICES: Yeas: Celentino, Stivers, Grebner, Sebolt, Koenig, Maiville, Naeyaert
Nays: None **Absent:** None **Approved 07/16/2019**

FINANCE: Yeas: Grebner, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None **Absent:** Morgan **Approved 07/17/2019**

Adopted as part of a consent agenda.

JULY 23, 2019 REGULAR MEETING

**ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 15**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE LOCAL ROAD AGREEMENTS WITH
INGHAM, LOCKE, ONONDAGA, AND WHITE OAK TOWNSHIPS**

RESOLUTION # 19 – 296

WHEREAS, 2019 Local Road Program Agreements are proposed for the following Townships with details of the proposed road improvement and funding provided in the table below: Ingham, Locke, Onondaga and White Oak Townships; and

WHEREAS, The Road department has worked with each Township to determine what local road projects are most needed and desired; and

WHEREAS, The Road Department is willing to cause said improvements to be undertaken by road department crews, to contribute Road department labor without charge on the projects performed by Road department crews, and to pay for portions of the cost of said improvements from the County Road Fund as indicated for each Township in the table below; and

WHEREAS, total Road Department funding match amount indicated in the table below is included in the adopted 2019 Road Department budget; and

WHEREAS, In the event the final cost of any of the projects is more than the estimates provided in the table below, for any final costs less than twice the maximum available Road Department match amount set forth in the table below, the additional cost will be split evenly between the respective Township and the Road department, and for any final costs greater than the twice the maximum Road Department match amount set forth in the table below, the additional cost will be paid entirely by the respective Township; and

WHEREAS, In the event the final cost of any of the projects is less than the estimates provided in the table below, for any final cost amount greater than twice the maximum Road Department match amount set forth in the table below, the savings will first accrue to the Township, and then for any final costs below twice the maximum Road Department match amount set forth in the table below, the savings will be split evenly between the respective Township and the Road Department; and

WHEREAS, The respective Townships are willing to pay the respective Township's portion of the cost of said improvements as shown in the table below and as further detailed above, provided, however, that the respective Township excess payments will not exceed 10 percent (10%) of the Township contribution amounts established in the respective Agreements, unless the respective Township agrees otherwise, or may reduce the scope of described road improvement projects per the respective Township's available budget.

JULY 23, 2019 REGULAR MEETING

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into 2019 Local Road Program Agreements with the following Townships with details of the proposed road improvement and funding provided in the table below: Ingham, Locke, Onondaga and White Oak Townships.

BE IT FURTHER RESOLVED, the Road Department is authorized to contribute match funds to the respective Township projects up to the maximum available match amounts shown in the table below and/or as may be necessary for any final project costs differing from estimates as provided above.

BE IT FURTHER RESOLVED, the Road Department shall invoice each Township as provided above and in the table below for their respective contributions.

BE IT FURTHER RESOLVED, that the Road Department shall cause the improvements identified in the table below to be performed by Road Department crews without charge to the respective projects for Road department staff labor during the construction season of the 2019 calendar year subject to final approval by, or as modified by, each Township.

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

2019 Local Road Program Available Match Amounts, Projects & Estimated Costs							
Township	Prior Match Remaining	2019 Road dept. Match	Total 2019 Match Available	Proposed 2019 Local Road Projects	Estimated Total Project Cost	Estimated Township Cost	Estimated Road dept. Contribution
Onondaga	\$106,123.78	\$33,300.00	\$139,423.78	Ferris Rd., Onondaga to Gale Roads, 1 mile, full cap paving; Kinneville Rd., Edgar to Byrum Roads, 1 mile, full cap paving.	\$60,000.00	\$30,000.00	\$30,000.00
Ingham	\$0.00	\$33,300.00	\$33,300.00	Clark Rd., Dexter Trail to M-36, 2 miles, full cap paving.	\$66,600.00	\$33,300.00	\$33,300.00
Locke	\$0.00	\$33,300.00	\$33,300.00	Sherwood Rd., M-52 to Morrice Rd, 2.5 miles, full cap paving; Sherwood Rd., Morrice to Herrington Roads, 1 mile skip-paving where necessary between prior skip-paving.	\$113,300.00	\$80,000.00	\$33,300.00
White Oak	\$0.00	\$33,300.00	\$33,300.00	Searls, Columbia to Howell Roads: full asphalt cap--1 mile; losco, M-52 to Searls Roads: skip-paving between prior paving; Cooper, M-52 to Brogan: complete full cap on 2 ends—total of 4300 feet; Swan, East of Burden-Brogan Roads, skip-paving to remainder of budget.	\$100,000.00	\$66,700.00	\$33,300.00

COUNTY SERVICES: Yeas: Celentino, Stivers, Grebner, Sebolt, Koenig, Maiville, Naeyaert
Nays: None **Absent:** None **Approved 07/16/2019**

FINANCE: Yeas: Grebner, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None **Absent:** Morgan **Approved 07/17/2019**

Adopted as part of a consent agenda.

JULY 23, 2019 REGULAR MEETING

**ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 16**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO EXECUTE WATERBORNE CENTERLINE PAVEMENT MARKING
AGREEMENTS WITH
THE CITY OF LESLIE, CITY OF MASON, CITY OF WILLIAMSTON
AND THE VILLAGE OF WEBBERVILLE**

RESOLUTION # 19 – 297

WHEREAS, the Ingham County Purchasing Department solicits unit prices annually for contractor applied waterborne pavement markings, on behalf of the Road Department; and

WHEREAS, the Road Department uses the bid unit prices and estimated quantities to determine and recommend a contractor to perform the work; and

WHEREAS, the Road Department refreshes the centerline and edgeline paint on our primary roads and a small portion of our local roads as part of an annual program; and

WHEREAS, the Road Department also invites the City of Leslie, City of Mason, City of Williamston, and the Village of Webberville to participate in the program, which they pay all costs for the work performed on the roads within their jurisdiction; and

WHEREAS, the estimated costs to the three cities and the Village of Webberville are as follows:

City of Leslie:	\$1,512.76
City of Mason:	\$3,117.92
City of Williamston:	\$1,272.47
Village of Webberville:	\$1,343.94

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into the 2019 centerline pavement marking agreements with the City of Leslie for the estimated cost of \$1,512.76, the City of Mason for the estimated cost of \$3,117.92, the City of Williamston for the estimated cost of \$1,272.47, and the Village of Webberville for the estimated cost of \$1,343.94 if they choose to participate in the Road Department's 2019 pavement marking program.

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

COUNTY SERVICES: Yeas: Celentino, Stivers, Grebner, Sebolt, Koenig, Maiville, Naeyaert
Nays: None **Absent:** None **Approved 07/16/2019**

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FINANCE: Yeas: Grebner, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None **Absent:** Morgan **Approved 07/17/2019**

Adopted as part of a consent agenda.

DRAFT

JULY 23, 2019 REGULAR MEETING

**ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 17**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO UPDATE THE INGHAM COUNTY ROAD DEPARTMENT
PERMIT FEE STRUCTURE**

RESOLUTION # 19 – 298

WHEREAS, the Ingham County Road Department permit fee structure has not been updated since 2006, with the exception of 2014, when the culvert installation fees were updated; and

WHEREAS, the County Road Association (CRA) recently performed a survey of all Michigan county road agencies to determine a statewide average for various types of permit fees; and

WHEREAS, the Road Department collected data from surrounding county road agencies to evaluate regionally accepted permit fees and practices; and

WHEREAS, the Road Department proposed an updated permit fee structure based on the CRA study and regional county road agency permit fee schedules.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the Road Department to update the permit fee structure as proposed.

COUNTY SERVICES: Yeas: Celentino, Stivers, Grebner, Sebolt, Koenig, Maiville, Naeyaert
Nays: None **Absent:** None **Approved 07/16/2019**

FINANCE: Yeas: Grebner, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None **Absent:** Morgan **Approved 07/17/2019**

Adopted as part of a consent agenda.

JULY 23, 2019 REGULAR MEETING

INGHAM COUNTY ROAD DEPARTMENT 2019 PERMIT FEE SCHEDULE

Permit Type	2006 Permit Fee	2019 Permit Fee
UTILITY PERMITS:		
Overhead Installations	\$150	\$150
Underground Installations (No Road Crossings)	\$150	\$150
Underground Installations with Open Cut Road Crossings (Bond Required)	\$150 plus \$120 / cut	\$150 plus \$250 / cut
Underground Installations with Bored Road Crossings (Bond Required)	\$150 plus \$60 / bore	\$150 plus \$150 / bore
Annual Sprinkler Permit	\$150	\$150
Annual Maintenance - Municipal	N/C	N/C
Annual Maintenance - Utility	\$150	\$220
ROADS AND RIGHT-OF-WAY:		
Modifications or Installations within the Road Right-of-Way	\$150	\$150
Tree Removal or Trimming within the Road Right-of-Way	\$40	N/C
Landscaping in the Road Right-of-Way	\$150	\$50
Land Divisions	\$150 plus \$25 / split	\$150 plus \$25 / split
TRANSPORTATION PERMITS:		
Annual Cab Card for Oversize or Overweight Vehicles	\$100	\$100
Single Moves	\$25	\$50
Haul Routes - Farm & Milk Haulers (During spring weight restrictions)	\$42 single \$120 multi	\$50 single \$150 multi
Public Utilities - (During spring weight restrictions)	\$100	\$100 single
Haul Routes - All Others	\$500	\$500
House and Small Structure Moves	\$150	\$50 single
Road Closures for Parades, Block Parties, Marathons, etc.	N/C	N/C
Road Closures for Construction	\$150	\$150
Overhead Banners	N/C	N/C

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Permit Type	2014 Permit Fee	2019 Permit Fee
DRIVEWAY PERMITS: (Residential or Field Drive includes culvert installation and \$50 permit fee)		
Residential or Field Drive Installation (12"x 24' culvert w/ 8 yds of gravel)	\$500	\$650
Residential or Field Drive Installation (12"x 36' culvert w/ 16 yds of gravel)	\$556	\$950
Residential or Field Drive Installation (12"x 24' culvert without gravel)	\$279	No Longer Provided
Residential or Field Drive Installation (12"x 36' culvert without gravel)	\$361	No Longer Provided
Residential or Field Drive Installation (12"x 48' culvert w/ 16 yds of gravel)	\$598	\$1250
Residential or Field Drive Installation (12"x 48' culvert without gravel)	\$438	No Longer Provided
Residential or Field Drive Installation Greater than 12" Diameter (Size and Length to be Determined by Road Department)	Varies	Determined During Review
Modifications to Existing Residential or Field Driveways (Resurfacing, replacing, etc.) (No culvert replacement required)	\$30	\$50
Commercial Driveways (New or replacement)	\$150 plus \$50 / add'l	\$150 each
Modifications to Existing Commercial Driveways	\$150	\$150
All Other Activities Requiring Permits that are not Listed Above	\$150	\$150
MISCELLANEOUS:		
Appeal Fee for Waivers or Variances		\$300
After the Fact Permit Fees		2x original permit fee
Engineering Plan Review Fee, Per Submittal		Actual Costs, \$500 deposit
Construction Inspection & Administrative Fee		Actual Costs, Plus 3% of estimate as deposit

JULY 23, 2019 REGULAR MEETING

**ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 18**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO RETAIN
AS-NEEDED ENGINEERING DESIGN SERVICES FOR 2019-2021**

RESOLUTION # 19 – 299

WHEREAS, Ingham County Road Department (ICRD) staffing is such that many times during the engineering design phase of projects, we don't have the staff, equipment, or expertise to perform all project related data collection, design or document preparation required to meet funding deadlines; and

WHEREAS, the Ingham County Purchasing Department solicited proposals from Michigan Department of Transportation prequalified and experienced engineering design firms to provide services on an as-needed basis and received nine (9) proposals; and

WHEREAS, the Road Department staff reviewed the proposals for adherence to county purchasing requirements, experience, expertise, proposed labor rates and overall value to the county; and

WHEREAS, when retaining design services for a specific project, the ICRD will strive to retain the most cost effective consultant who is able to provide the experience and expertise necessary for the specific project under contract; and

WHEREAS, the Road Department recommends that the Board of Commissioners retain the following respondents to provide the requested as-needed engineering design services for 2019-2021:

Fishbeck, Thompson, Carr & Huber, Inc., 5913 Executive Drive, Suite 100, Lansing, MI 48911
DLZ Michigan, Inc., 1425 Keystone Avenue, Lansing, MI 48911
RS Engineering, LLC, 6709 Centurion Drive, Suite 300, Lansing, MI 48917
Bergmann Associates, 7050 W. Saginaw Highway, Suite 200, Lansing, MI 48917
Williams & Works, 549 Ottawa Avenue NW, Grand Rapids, MI 49503

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes retaining Fishbeck, Thompson, Carr & Huber, Inc., 5913 Executive Drive, Suite 100, Lansing, MI 48911; DLZ Michigan, Inc., 1425 Keystone Avenue, Lansing, MI 48911; RS Engineering, LLC, 6709 Centurion Drive, Suite 300, Lansing, MI 48917; Bergmann Associates, 7050 W. Saginaw Highway, Suite 200, Lansing, MI 48917; and Williams & Works, 549 Ottawa Avenue NW, Grand Rapids, MI 49503 to provide the as-needed engineering design services for 2019, 2020 and 2021.

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

COUNTY SERVICES: Yeas: Celentino, Stivers, Grebner, Sebolt, Koenig, Maiville, Naeyaert
Nays: None **Absent:** None **Approved 07/16/2019**

FINANCE: Yeas: Grebner, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None **Absent:** Morgan **Approved 07/17/2019**

Adopted as part of a consent agenda.

DRAFT

JULY 23, 2019 REGULAR MEETING

**ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 19**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH SAFETY SYSTEMS INC. FOR
INSTALLATION OF AN ADDITIONAL TEMPERATURE SENSOR AND FOR
ANNUAL ALARM MONITORING SERVICES AT THE HUMAN SERVICES BUILDING**

RESOLUTION # 19 – 300

WHEREAS, an additional temperature sensor is needed for the immunizations refrigerator in Women's Health; and

WHEREAS, Safety Systems will continue providing alarm monitoring services at the Human Services Building for the next three years; and

WHEREAS, it is the recommendation of the Facilities Department to enter into an agreement with Safety Systems Inc. for the installation of an additional temperature sensor for an amount of \$555.30 and for annual alarm monitoring services for the amount of \$7,020.00 not to exceed 1% for each subsequent year for the next two years; and

WHEREAS, funds for this project are available within the appropriate 931100 maintenance contractual line items.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Safety Systems, Inc., 2075 Glenn Street Lansing, Michigan 48906 for the installation of an additional temperature sensor in the amount of \$555.30 and for the annual alarm monitoring services at the Human Services Building in the amount of \$7,020.00 that shall not exceed a 1% increase for each subsequent year for the next two years.

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.

COUNTY SERVICES: Yeas: Celentino, Stivers, Grebner, Sebolt, Koenig, Maiville, Naeyaert
Nays: None **Absent:** None **Approved 07/16/2019**

FINANCE: Yeas: Grebner, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None **Absent:** Morgan **Approved 07/17/2019**

Adopted as part of a consent agenda.

JULY 23, 2019 REGULAR MEETING

**ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 20**

Introduced by the Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE BUDGET ADJUSTMENTS FOR 2019 BASED ON THE
ANNUAL EVALUATION OF THE COUNTY'S FINANCIAL RESERVE POLICY**

RESOLUTION # 19 – 301

WHEREAS, the Board of Commissioners has determined that it is in the best interests of the Ingham County government; its taxpayers, and its residents to maintain sufficient financial reserves to provide for the stable operation of the county government; to assure that the County's financial obligations will be met; and to assure continuance of a strong credit rating; and

WHEREAS, the Board of Commissioners, through Resolution #02-17 has adopted a Financial Reserve Policy to guide decisions regarding the maintenance of sufficient financial reserves; and

WHEREAS, the Financial Reserve Policy and the status of county reserves is to be reviewed on an annual basis; and

WHEREAS, such a review has been done by the Controller's Office, based on 2018 year end balances, and a report with recommendations has been given to the Finance Committee.

THEREFORE BE IT RESOLVED, that the 2019 budget be amended to authorize a transfer of \$800,000 from the General Fund unassigned balance to the Public Improvements Fund in order to provide adequate funds for infrastructure maintenance and improvements.

BE IT FURTHER RESOLVED, that the Controller is authorized to make the necessary budget adjustments and transfers.

FINANCE: Yeas: Grebner, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None **Absent:** Morgan **Approved 07/17/2019**

Adopted as part of a consent agenda.

JULY 23, 2019 REGULAR MEETING

**ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 21**

Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION APPROVING TRI-COUNTY OFFICE ON AGING'S
FISCAL YEAR 2020-2022 MULTI-YEAR PLAN**

RESOLUTION # 19 – 302

WHEREAS, the Tri-County Aging Consortium, known as Tri-County Office on Aging, produced the Fiscal Year 2020-2022 Multi-Year Plan as required by the Older Americans Act and the Older Michiganians Act; and

WHEREAS, Ingham County Commissioners have reviewed the Tri-County Office on Aging's Fiscal Year 2020-2022 Multi-Year Plan.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners approves the Tri-County Office on Aging's Fiscal Year 2020-2022 Multi-Year Plan.

HUMAN SERVICES: Yeas: Tennis, Trubac, Sebolt, Morgan, Slaughter, Naeyaert

Nays: None **Absent:** Stivers **Approved 07/15/2019**

Adopted as part of a consent agenda.

JULY 23, 2019 REGULAR MEETING

**ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 22**

Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION OPPOSING APPROPRIATIONS BILL PUBLIC ACT 207 OF 2018, ARTICLE X,
PART 2 PROVISIONS CONCERNING APPROPRIATIONS, GENERAL SECTIONS, BEHAVIORAL
HEALTH SERVICES, SECTION 928 (1)**

RESOLUTION # 19 – 303

WHEREAS, the Ingham County Board of Commissioners having entered into an enabling resolution to create the Community Mental Health Authority of Clinton, Eaton, and Ingham Counties pursuant to Section 100 et seq. and Section 205 of the Mental Health Code, 1974 PA 258, as amended (MCL330.1100 et seq; MCL330.1205) with Clinton, Eaton, and Ingham Counties; and

WHEREAS, Community Mental Health Authority of Clinton, Eaton, and Ingham Counties is a community mental health authority of the counties of Clinton, Eaton, and Ingham, organized under the terms of Section 204(a) of the Michigan Mental Health Code (the Code), (MCL330.1204[a]); and

WHEREAS, Section 116(2)(b) of the Code (MCL330.1116(2)[b]) requires that the Department of Community Health shift primary responsibility for the direct delivery of public mental health services from the state to a community mental health services program whenever the community mental health services program has demonstrated a willingness and capacity to provide an adequate and appropriate system of mental health services for the citizens of that service area; and

WHEREAS, Community Mental Health Authority of Clinton, Eaton, and Ingham Counties has demonstrated such willingness and capacity to provide community mental health services for over the past 50 years and is properly certified as a community mental health services program under the terms of Section 232(a) of the Code (MCL330.1232[a]); and

WHEREAS, Section 202(1) of the Code (MCL330.1202[1]) requires that the state shall financially support, in accordance with chapter 3, community mental health services programs that have been established and that are administered according to the provisions of this chapter; and

WHEREAS, there are also established in the state entities known as Prepaid Inpatient Health Plans (PIHPs), which receive Medicaid funds and distribute them to Community Mental Health Services Programs and other Medicaid providers; and

WHEREAS, Appropriations Bill Public Act 207 of 2018, Article X, Part 2 Provisions Concerning Appropriations, General Sections, Behavioral Health Services, Section 928 (1) states, “Each PIHP shall provide, from internal resources, local funds to be used as a bona fide part of the state match required under the Medicaid program in order to increase capitation rates for PIHPs. These funds shall not include either state

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funds received by a CMHSP for services provided to non-Medicaid recipients or the state matching portion of the Medicaid capitation payments made to a PIHP.”; and

WHEREAS, Community Mental Health Authority of Clinton, Eaton, and Ingham Counties and the counties that it represents are not a state designated PIHP; and

WHEREAS, the County of Ingham has a strong desire to keep local funding at the local level to meet the financial liability of the county pursuant to Section 302(1) of the Code (MCL330.1304-2[1]) and to respond to the behavioral health needs in this county.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners strongly supports the use of these local county funds for local community mental health services as provided for under the Michigan Constitution and Michigan Mental Health Code, and urges removal of the Section 928 provision that requires local funds be used as part of the state match requirement from the state budget boilerplate.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners strongly urges its State Senate and House of Representatives members to eliminate similar language mentioned above in future State funding appropriations.

BE IT FURTHER RESOLVED, that the State Senate and House of Representatives ensure that the current level of Medicaid funding is not negatively impacted by the removal of Section 928.

BE IT FURTHER RESOLVED, that the County Clerk shall send copies of this resolution to Governor Gretchen Whitmer, Senator Curtis Hertel, Jr., Representative Sarah Anthony, Representative Kara Hope, Representative Julie Brixie, Michigan Department of Health and Human Services Director Robert Gordon, Behavioral Health and Developmental Disabilities Administration Deputy Director Dr. George Mellos, and the Michigan Association of Counties.

HUMAN SERVICES: Yeas: Tennis, Trubac, Sebolt, Morgan, Slaughter, Stivers, Naeyaert

Nays: None **Absent:** None **Approved 07/15/2019**

Adopted as part of a consent agenda.

JULY 23, 2019 REGULAR MEETING

**ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 23**

Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION HONORING MARY WARE

RESOLUTION # 19 – 304

WHEREAS, after 30 years of dedicated service to Ingham County and the Ingham Community Health Centers Mary Ware will be retiring on June 28, 2019; and

WHEREAS, Mary Ware began her career with Ingham County in March of 1989 with the Ingham County Board of Commissioners as a Clerk typist II; and

WHEREAS, in 1989 she transferred to the Personnel Office where she greeted customers and performed clerical duties; and

WHEREAS, in 1990 she transferred to Environmental Health Services as a Clerk Typist II; and

WHEREAS, in 1998 she transferred to the Women Infant & Children's Clinic as an Assistant/Technician 1; and

WHEREAS, in 2011 she transferred to Adult Health as a Medical Assistant float where she rotated through the ICHCs; and

WHEREAS, in 2012 she transferred to the Otto Community Health Center as a Medical Assistant 1 where she assisted health care providers with examinations and procedures; and

WHEREAS, in 2014 she transferred to the Birch Community Health Center as a Medical Assistant 1; and

WHEREAS, in 2015 she transferred to the Forest Community Health Center as a Medical Assistant where she assisted in Infectious Disease, specialist referrals, medical procedures, inventory and supply upkeep, and where she administered standardized tests, vision/hearing tests and CLIA Waived tests per Ingham Community Health Center quality assurance training and documents with HER; and

WHEREAS, for the past 30 years Mary has shown exemplary patient care on a daily basis; and

WHEREAS, Mary's passion for patient care has always been evident in her relationships with patients and co-workers; and

WHEREAS, with 30 years of dedicated service to the Ingham County Health Department, Mary is retiring from her position as Medical Assistant.

JULY 23, 2019 REGULAR MEETING

THEREFOR BE IT RESOLVED, that the Ingham County Board of Commissioners hereby honors Mary Ware for her 30 years of dedicated service to the Ingham County Health Department and for her exemplary patient care and commitment to her work.

BE IT FURTHER RESOLVED, that the Board extends its best wishes to Mary and hopes for continued success in all of her future endeavors.

HUMAN SERVICES: Yeas: Tennis, Trubac, Sebolt, Morgan, Slaughter, Naeyaert

Nays: None **Absent:** Stivers **Approved 07/15/2019**

Adopted as part of a consent agenda.

DRAFT

JULY 23, 2019 REGULAR MEETING

**ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 24**

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AMENDMENT # 4 TO THE 2018-2019 COMPREHENSIVE
AGREEMENT WITH
THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES**

RESOLUTION # 19 – 305

WHEREAS, Ingham County Health Department (ICHD) wishes to amend (Amendment #4) the 2018-2019 Comprehensive Agreement with the Michigan Department of Health & Human Services (MDHHS) by increasing funding by \$125,397 and by establishing a .50 FTE Community Health Worker to work in the STD Specialty Services program effective October 1, 2018 through September 30, 2019; and

WHEREAS, ICHD currently receives funding from Michigan Department of Health and Human Services (MDHHS) via the Comprehensive Agreement; and

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 2018-2019 Comprehensive Agreement authorized in Resolution #18-351 and Amendment # 1 in Resolution #18-470 and Amendment # 2 in Resolution # 19-050 and Amendment # 3 in Resolution # 19-149; and

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

WHEREAS, as a result of the funding increase in Amendment #4, ICHD would like to establish a .50 FTE Community Health Worker to work in the STD Specialty Services program; and

WHEREAS, the 2019 salary range of a .50 FTE Community Health Worker (UAW-TOPS, Grade D) position is \$16,525 - \$19,672; and

WHEREAS, the Health Officer has recommended that the Board of Commissioners authorize Amendment #4 to the 2018-2019 Comprehensive Agreement.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes Amendment # 4 to the 2018-2019 Comprehensive Agreement with Michigan Department of Health & Human Services (MDHHS) effective October 1, 2018 through September 30, 2019.

JULY 23, 2019 REGULAR MEETING

BE IT FURTHER RESOLVED, that the total amount of the Comprehensive Agreement funding shall increase from \$5,686,220 to \$5,811,617, an increase of \$125,397.

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

Family Planning Services: increase of \$15,000 from \$289,223 to \$304,223
Epidemiology & Laboratory Capacity: increase of \$20,000 from \$0 to \$20,000
Regional Perinatal Care System: increase of \$3,000 from \$0 to \$3,000
STD Specialty Services: increase of \$50,000 from \$0 to \$50,000
Public Health Emergency Preparedness (7/01/19 – 9/30/19): increase of \$37,397 from \$0 to \$37,397

BE IT FURTHER RESOLVED, a .50 FTE Community Health Worker (UAW-TOPS, Grade D) position is established in the STD Specialty Services program.

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

BE IT FURTHER RESOLVED, that the Health Officer is authorized to submit Amendment # 4 of the 2018-2019 Comprehensive Agreement electronically through the Mi-E Grants system after approval as to form by the County Attorney.

HUMAN SERVICES: Yeas: Tennis, Trubac, Sebolt, Morgan, Slaughter, Naeyaert

Nays: None **Absent:** Stivers **Approved 07/15/2019**

COUNTY SERVICES: Yeas: Celentino, Stivers, Grebner, Sebolt, Koenig, Maiville, Naeyaert

Nays: None **Absent:** None **Approved 07/16/2019**

FINANCE: Yeas: Grebner, Tennis, Crenshaw, Polsdofer, Schafer, Maiville

Nays: None **Absent:** Morgan **Approved 07/17/2019**

Adopted as part of a consent agenda.

JULY 23, 2019 REGULAR MEETING

**ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 25**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A CONTRACT WITH L. J. TRUMBLE BUILDERS, LLC

RESOLUTION # 19 – 306

WHEREAS, the Ingham County Parks Department owns and maintains the buildings at Hawk Island; and

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

WHEREAS, the Purchasing Department solicited proposals from qualified and experienced roofing contractors to enter into a contract for the purpose of supplying and installing a standing seam metal roof on the Red Tail Shelter building at the Hawk Island; and

WHEREAS, L. J. Trumble Builders, LLC., a registered-local vendor, has agreed to reduce its proposal cost to meet the lowest responsive bid by a non-local vendor in compliance with the Ingham County local purchasing preference policy; and

WHEREAS, after careful review and evaluation of the proposals received, the Evaluation Committee recommends that a contract be awarded to L. J. Trumble Builders, LLC.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves entering into a contract with L. J. Trumble Builders, LLC. for the base bid in the amount of \$91,500, and a contingency not to exceed 10% or \$9,150, for a total amount not to exceed of \$100,650 for the purpose of supplying and installing a standing seam metal roof on the Red Tail Shelter building at the Hawk Island.

BE IT FURTHER RESOLVED, that this agreement shall be effective the date of execution through November 30, 2019.

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

BE IT FURTHER RESOLVED, there is \$62,295 available in line item # 228-75999-978000-9P21 for the project.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to transfer \$38,355 from the attrition savings from the vacancies of the Assistant Park Managers into line item # 228-75999-978000-9P21 to cover the remaining cost of the project.

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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.

HUMAN SERVICES: Yeas: Tennis, Trubac, Sebolt, Morgan, Slaughter, Naeyaert
Nays: None **Absent:** Stivers **Approved 07/15/2019**

FINANCE: Yeas: Grebner, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None **Absent:** Morgan **Approved 07/17/2019**

Adopted as part of a consent agenda.

DRAFT

JULY 23, 2019 REGULAR MEETING

**ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 26**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A CONTRACT WITH
ROWE PROFESSIONAL SERVICES COMPANY**

RESOLUTION # 19 – 307

WHEREAS, Board of Commissioners Resolution #18-109 authorized the submission of a Michigan Natural Resources Trust Fund grant for the Lake Lansing South Park improvements project; and

WHEREAS, Board of Commissioners Resolution #18-107 authorized the submission of a Land and Water Conservation Fund grant for the Burchfield Park improvements project; and

WHEREAS, the Purchasing Department solicited proposals from registered architects, professional engineers and/or landscape architects for the purpose of entering into a contract to provide prime professional services for the Lake Lansing South Park and Burchfield Park improvement projects for the Ingham County Parks Department; and

WHEREAS, the project at Lake Lansing South Park will replace the boating/fishing pier and provide improved ADA access to the park; and

WHEREAS, the project at Burchfield Park will provide accessibility improvements throughout the park. These improvements will include paved parking spaces and paved walkways to connect facilities within the park for people of all abilities. The project will also include restroom improvements for accessibility and an accessible canoe/kayak launch along the Grand River; and

WHEREAS, the prime professional will provide all planning services necessary for the design and construction of the project facilities for these projects; and

WHEREAS, after careful review and evaluation of the proposals received, the Evaluation Committee recommends that a contract be awarded to ROWE Professional Services Company who submitted the most responsive and responsible proposal.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby approves entering into a contract with ROWE Professional Services Company in a total amount not to exceed \$73,800 (\$31,800 total not to exceed for Lake Lansing South Park and \$42,000 total not to exceed for Burchfield Park) to provide prime professional services for the Lake Lansing South Park and Burchfield Park improvement projects.

BE IT FURTHER RESOLVED, the term of the contract shall be from the date of execution until 12/31/2021.

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

BE IT FURTHER RESOLVED, there will be funds available in line item 228-75999-974000-9P10 for the portion of the contract in the amount of \$31,800 to be invoiced to Lake Lansing South Park, as authorized by Board of Commissioners Resolution #19-287.

BE IT FURTHER RESOLVED, there will be funds available in a line to be established by the Budget office for a previously approved grant, for the portion of the contract in the amount of \$42,000 to be invoiced to Burchfield Park.

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.

HUMAN SERVICES: Yeas: Tennis, Trubac, Sebolt, Morgan, Slaughter, Naeyaert
Nays: None **Absent:** Stivers **Approved 07/15/2019**

FINANCE: Yeas: Grebner, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None **Absent:** Morgan **Approved 07/17/2019**

Adopted as part of a consent agenda.

JULY 23, 2019 REGULAR MEETING

**ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 27**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AMENDMENT TO RESOLUTION #19-047

RESOLUTION # 19 – 308

WHEREAS, Board of Commissioners Resolution #19-047 authorized entering into a contract with Delhi Township to fund the Holt to Mason Trail, Phase 1 for the funding year of 2020 for a total of \$1,000,000.00; and

WHEREAS, Delhi Township is requesting the funding be allocated between the funding years of 2019 and 2020.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes an Amendment to the Resolution #19-047.

BE IT FURTHER RESOLVED, the Board of Commissioners authorizes the funding of \$1,000,000 be split between the funding years of 2019 and 2020.

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 all other terms and conditions of these Agreements shall remain unchanged.

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.

HUMAN SERVICES: Yeas: Tennis, Trubac, Sebolt, Morgan, Slaughter, Naeyaert
Nays: None **Absent:** Stivers **Approved 07/15/2019**

FINANCE: Yeas: Grebner, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None **Absent:** Morgan **Approved 07/17/2019**

Adopted as part of a consent agenda.

JULY 23, 2019 REGULAR MEETING

**ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 28**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A 2019 - 2020 AGREEMENT WITH
THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR THE DELIVERY
OF PUBLIC HEALTH SERVICES UNDER THE COMPREHENSIVE AGREEMENT**

RESOLUTION # 19 – 309

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

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

WHEREAS, the MDHHS and Ingham County has proposed a 2019 – 2020 Agreement for the delivery of public health services under the Comprehensive Agreement process to clarify roles and responsibilities, including funding relations; and

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

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a 2019 – 2020 Agreement with the Michigan Department of Health and Human Services for the delivery of public health services under the Comprehensive Agreement Process.

BE IT FURTHER RESOLVED, that the period of Agreement shall be October 1, 2019 through September 30, 2020.

BE IT FURTHER RESOLVED, that the scope of services included in this Agreement shall include essential Local Public Health Services, and several categorical public health programs identified in the attachments to the Agreement.

BE IT FURTHER RESOLVED, that approximately \$6.1 million of state/federal funds will be made available to Ingham County through the Comprehensive Agreement, and that Ingham County contribution to expenditures associated with the agreement and budget shall not exceed levels appropriated in the County's 2020 Budget for these purposes.

BE IT FURTHER RESOLVED, that the Board of Commissioners authorizes Memorandums of Understanding (MOU) and/ or subcontracts for the period of October 1, 2019 – September 30, 2020 with specialty physicians, laboratories and health care institutions and other service providers necessary to implement the Breast and Cervical Cancer Control Navigation Programs in Clinton, Gratiot, Ingham, Ionia, Jackson, Livingston,

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Washtenaw, Genessee, Lapeer and Shiawasee Counties, which is a program included in the Comprehensive Agreement.

BE IT FURTHER RESOLVED, that the Board of Commissioners authorize a subcontract for the period of October 1, 2019 – September 30, 2020 with the Nurse Family Partnership to provide technical support, training and materials specific to the Nurse Family Partnership model which is a program included in the Comprehensive Agreement.

BE IT FURTHER RESOLVED, that service contracts are authorized with the providers named below to support outreach activities to potential and current Medicaid beneficiaries in the following categories:

Medical Outreach and Public Awareness
Facilitating Medicaid Eligibility Determination
Program Planning, Policy Development and Interagency Coordination Related to Medicaid Svcs
Referral, Coordination and Monitoring of Medicaid Services
Medicaid-Specific Training on Outreach Eligibility and Services
Arranging for Medicaid-related Transportation and Provision for Medicaid-related Translation

These service contracts braid together requirements and funds from multiple sources including the County and Medicaid Administration (Federal Share). The braided contracts shall be authorized up to the amounts identified below for the period of October 1, 2019 – September 30, 2020:

- Allen Neighborhood Center \$53,782
- Northwest Initiative \$53,782
- South Side Community Coalition \$46,075
- Child & Family Charities \$37,010
- Cristo Rey \$58,663

BE IT FURTHER RESOLVED, that the Health Officer, Linda S. Vail, MPA, is authorized to submit the 2019 - 2020 Comprehensive Agreement electronically through the Mi-E Grants system after approval as to form by the County Attorney.

BE IT FURTHER RESOLVED, that the Board Chairperson is authorized to sign contracts, subcontracts associated with the Comprehensive Agreement after review by the County Attorney.

HUMAN SERVICES: Yeas: Tennis, Trubac, Sebolt, Morgan, Slaughter, Naeyaert

Nays: None **Absent:** Stivers **Approved 07/15/2019**

FINANCE: Yeas: Grebner, Tennis, Crenshaw, Polsdofer, Schafer, Maiville

Nays: None **Absent:** Morgan **Approved 07/17/2019**

Adopted as part of a consent agenda.

JULY 23, 2019 REGULAR MEETING

**ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 29**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ENTER AGREEMENT WITH CURE VIOLENCE GLOBAL

RESOLUTION # 19 – 310

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with Cure Violence Global for a Cure Violence Assessment Visit provided by the Cure Violence Training and Technical Assistance (TTA) Team in an amount totaling \$7,500 effective August 1, 2019 through June 30, 2020; and

WHEREAS, this team conducts assessment visits with interested communities that have demonstrated necessary buy-in from essential stakeholders and leadership; and

WHEREAS, ICHD leadership has garnered buy-in to explore the Cure Violence approach to violence prevention with more than a dozen essential stakeholders and leaders including Lansing Mayor Andy Schor, Lansing Police Chief Mike Yankowski, Ingham County Prosecutor Carol Siemon, Lansing School District Director of School Culture Carlin Tichenor, Sparrow Health System Vice President Patrick Brillantes, and key community-based leaders and partners; and

WHEREAS, because violence prevention strategies were included in the 2017 Ingham County Community Health Improvement Plan, ICHD produced a *Violence Prevention in Ingham County* fact sheet in 2018 documenting the evidence base for violence prevention as an economic mobility strategy and also citing health inequities surrounding violence; and

WHEREAS, following on the successful work of the initial Lansing Invest Health Team (LIHT) Initiative, LIHT is continuing with their goal to implement equity impact investments and develop financeable environment projects focused on increasing health equity; and

WHEREAS, entering into an agreement with Cure Violence Global will familiarize ICHD with the Cure Violence Model while determining potential target areas, partnerships, workers, and potential program structure for future implementation; and

WHEREAS, the cost of this agreement totaling \$7,500 is funded partially by the Reinvestment Fund Invest Health Field Building grant initiative, and partially by the ICHD Health Equity and Social Justice project; and

WHEREAS, the Health Officer recommends approval of this agreement with Cure Violence Global for the purpose of a Cure Violence Assessment effective August 1, 2019 through June 30, 2020 in an amount not to exceed \$7,500.

JULY 23, 2019 REGULAR MEETING

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes approval of an agreement with Cure Violence Global for the purpose of a Cure Violence Assessment effective August 1, 2019 through June 30, 2020 in an amount not to exceed \$7,500.

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.

HUMAN SERVICES: Yeas: Tennis, Trubac, Sebolt, Morgan, Slaughter, Naeyaert

Nays: None **Absent:** Stivers **Approved 07/15/2019**

FINANCE: Yeas: Grebner, Tennis, Crenshaw, Polsdofer, Schafer, Maiville

Nays: None **Absent:** Morgan **Approved 07/17/2019**

Adopted as part of a consent agenda.

JULY 23, 2019 REGULAR MEETING

**ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 30**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH REDHEAD DESIGN STUDIO FOR THE
DEVELOPMENT OF A MASS MEDIA CAMPAIGN TO REDUCE HIV STIGMA**

RESOLUTION # 19 – 311

WHEREAS, the Michigan Department of Health and Human Services awarded a three-year HIV Care Coordination grant to the Ingham County Health Department (ICHD) which includes \$38,800 for the development of an anti-stigma campaign in fiscal year 2019 (Year 1); and

WHEREAS, HIV stigma in the community adversely affects people living with HIV (PLWH) and prevents engagement in services across the care continuum; and

WHEREAS, an effective strategy to reduce stigma is to increase positive attitudes towards PLWH with exposure to relatable PLWH; and

WHEREAS, ICHD seeks to decrease stigma, increase access to Ryan White Program services, and improve linkage and retention in medical care through a mass media campaign; and

WHEREAS, the Ryan White Senior Nurse Program Manager, the Health Communication Specialist, and the HIV/STI Prevention Coordinator will work with Redhead Design Studio to develop a mass media campaign; and

WHEREAS, the agreement with Redhead Design Studio will not exceed \$34,000, all of which will be funded by the HIV Care Coordination; and

WHEREAS, the Health Officer recommends authorization of an agreement between Redhead Design Studio and ICHD in an amount not to exceed \$34,000 effective August 1, 2019 to September 30, 2019.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a grant agreement with Redhead Design Studio for the development of a mass media campaign to reduce HIV stigma, in an amount not to exceed \$34,000 effective August 1, 2019 to September 30, 2019.

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

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

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HUMAN SERVICES: Yeas: Tennis, Trubac, Sebolt, Morgan, Slaughter, Naeyaert
Nays: None **Absent:** Stivers **Approved 07/15/2019**

FINANCE: Yeas: Grebner, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None **Absent:** Morgan **Approved 07/17/2019**

Adopted as part of a consent agenda.

DRAFT

JULY 23, 2019 REGULAR MEETING

**ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 31**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH KAC CONSULTING, LLC FOR THE
EVALUATION OF A MASS MEDIA CAMPAIGN**

RESOLUTION # 19 – 312

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with KAC Consulting, LLC for the period of August 1, 2019 through September 30, 2021 in an amount not to exceed \$13,500 for the evaluation of an HIV anti-stigma mass media campaign; and

WHEREAS, the Michigan Department of Health and Human Services awarded a three-year HIV Care Coordination grant to ICHD which includes approximately \$38,800 each year to support a mass media campaign; and

WHEREAS, HIV stigma in the community adversely affects people living with HIV (PLWH) and prevents engagement in services across the care continuum; and

WHEREAS, an effective strategy to reduce stigma is to increase positive attitudes towards PLWH with exposure to relatable PLWH; and

WHEREAS, ICHD seeks to decrease stigma, increase access to Ryan White Program services, and improve linkage and retention in medical care through a mass media campaign; and

WHEREAS, ICHD seeks to evaluate the campaign which includes establishing baseline stigma levels, ongoing data collection, annual evaluation, and a summative report; and

WHEREAS, the Ryan White Senior Nurse Program Manager, the Health Communication Specialist, and the HIV/STI Prevention Coordinator will work with KAC Consulting, LLC to evaluate the mass media campaign; and

WHEREAS, the agreement with KAC Consulting, LLC will not exceed \$13,500 over the project period, all of which will be funded by the HIV Care Coordination grant; and

WHEREAS, the Health Officer recommends authorization of an agreement between KAC Consulting, LLC and ICHD in an amount not to exceed \$13,500 for the period of August 1, 2019 to September 30, 2021.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a grant agreement with KAC Consulting, LLC for the development of a mass media campaign to reduce HIV stigma, in an amount not to exceed \$13,500 for the period of August 1, 2019 to September 30, 2021.

JULY 23, 2019 REGULAR MEETING

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

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

HUMAN SERVICES: Yeas: Tennis, Trubac, Sebolt, Morgan, Slaughter, Naeyaert

Nays: None **Absent:** Stivers **Approved 07/15/2019**

FINANCE: Yeas: Grebner, Tennis, Crenshaw, Polsdofer, Schafer, Maiville

Nays: None **Absent:** Morgan **Approved 07/17/2019**

Adopted as part of a consent agenda.

JULY 23, 2019 REGULAR MEETING

**ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 32**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH VARIOUS VENDORS FOR A MEDICAL MARIHUANA PUBLIC EDUCATION CAMPAIGN

RESOLUTION # 19 – 313

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with the following vendors for the period of August 1, 2019 through September 15, 2019 in an amount not to exceed \$35,326 for total advertising and printing costs associated with an education, communication and outreach campaign regarding the Michigan Medical Marihuana Act.

- Comcast- up to \$7,500
- Adams Outdoor- up to \$7,500
- MAB- up to \$6,000
- MLive- up to \$5,000
- NCM- up to \$3,800
- ScreenVision- up to \$2,850; and

WHEREAS, State of Michigan Department of Licensing and Regulatory Affairs (LARA) recently awarded a grant to the ICHD for education, communication and outreach regarding the Michigan Medical Marihuana Act in an amount totaling \$103,621 effective January 1, 2019 through September 15, 2019; and

WHEREAS, the approved grant budgets for the promotion of a public education campaign in the amount of \$35,326; and

WHEREAS, ICHD seeks to place paid advertisements to provide education regarding safe storage of marihuana, provide education on the dangers of driving while under the influence of marihuana, and increase the perception of risk for adolescent marijuana use; and

WHEREAS, the Health Officer recommends authorization of an agreement between Comcast and ICHD in an amount not to exceed \$7,500 for the period of August 1, 2019 to September 15, 2019; and

WHEREAS, the Health Officer recommends authorization of an agreement between Adams Outdoor and ICHD in an amount not to exceed \$7,500 for the period of August 1, 2019 to September 15, 2019; and

WHEREAS, the Health Officer recommends authorization of an agreement between MAB and ICHD in an amount not to exceed \$6,000 for the period of August 1, 2019 to September 15, 2019; and

WHEREAS, the Health Officer recommends authorization of an agreement between MLive and ICHD in an amount not to exceed \$5,000 for the period of August 1, 2019 to September 15, 2019; and

JULY 23, 2019 REGULAR MEETING

WHEREAS, the Health Officer recommends authorization of an agreement between NCM and ICHD in an amount not to exceed \$3,800 for the period of August 1, 2019 to September 15, 2019; and

WHEREAS, the Health Officer recommends authorization of an agreement between ScreenVision and ICHD in an amount not to exceed \$2,850 for the period of August 1, 2019 to September 15, 2019.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes grant agreements with the aforementioned vendors for the promotion of a public education campaign regarding the Michigan Medical Marihuana Act, in an amount not to exceed \$35,326 for the period of August 1, 2019 to September 15, 2019.

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

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

HUMAN SERVICES: Yeas: Tennis, Trubac, Sebolt, Morgan, Slaughter, Naeyaert
Nays: None **Absent:** Stivers **Approved 07/15/2019**

FINANCE: Yeas: Grebner, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None **Absent:** Morgan **Approved 07/17/2019**

Adopted as part of a consent agenda.

JULY 23, 2019 REGULAR MEETING

**ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 33**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH MVN (MOTOR VEHICLE NETWORK)

RESOLUTION # 19 – 314

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into a grant agreement with Motor Vehicle Network (MVN) for advertisement and public service announcements regarding the Michigan Medical Marihuana Act and other public health initiatives effective August 1, 2019 through July 31, 2020, in an amount not to exceed \$7,800; and

WHEREAS, ICHD was awarded a grant from the State of Michigan Department of Licensing and Regulatory Affairs (LARA) for education, communication and outreach regarding the Michigan Medical Marihuana Act in an amount totaling \$103,621 effective January 1, 2019 through September 15, 2019; and

WHEREAS, the approved grant budgets \$35,326 for advertising; and

WHEREAS, focus groups informing the creation of the campaign strongly suggested sharing messages with the general public at Michigan Secretary of State Offices; and

WHEREAS, MVN is the sole vendor for Secretary of State advertising and only has one-year contracts; and

WHEREAS, the content aired by MVN on Secretary of State video screens may be changed frequently; and

WHEREAS, ICHD has many video messages that could be shared in fiscal year 2020 and anticipates sufficient communications budget to cover costs incurred beyond the grant period; and

WHEREAS, the Health Officer recommends entering into an agreement with MVN for advertisement and public service announcements regarding the Michigan Medical Marihuana Act and other public health initiatives effective August 1, 2019 through July 31, 2020 in an amount not to exceed \$7,800.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a grant agreement with MVN for the video advertisements/public service announcements, in an amount not to exceed \$7,800 effective August 1, 2019 to July 31, 2020.

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

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

JULY 23, 2019 REGULAR MEETING

HUMAN SERVICES: Yeas: Tennis, Trubac, Sebolt, Morgan, Slaughter, Naeyaert

Nays: None **Absent:** Stivers **Approved 07/15/2019**

FINANCE: Yeas: Grebner, Tennis, Crenshaw, Polsdofer, Schafer, Maiville

Nays: None **Absent:** Morgan **Approved 07/17/2019**

Adopted as part of a consent agenda.

DRAFT

JULY 23, 2019 REGULAR MEETING

TERMS AND CONDITIONS

1. RNS Communications, Inc ("RNS") agrees to "air" the advertisements submitted to it by Client, subject to DMV's right of approval, in the locations on the Advertising Order Form. All advertisements will air on all "digital displays" located inside the agreed-upon DMV office(s). In the event DMV fails to approve or rejects Client's desired advertisement, or MVN rejects Client's desired advertisement, then this Agreement shall be immediately terminated without further obligation on the part of either Party, and funds paid by Client for ads which have not been aired, or other services which have not been performed, will be immediately refunded in full to Client by RNS.
2. Client acknowledges that: (i) RNS' Motor Vehicle Network ("MVN") is an advertising medium used for creating consumer awareness and brand identity and is a community service entertainment medium; (ii) the MVN is not a direct response medium; (iii) the MVN is a complement to Client's other advertising, similar to the way a national advertiser's billboard ad in a stadium enhances the national advertiser's brand name and national advertiser's media mix, and (iv) the MVN is not a medium that Client can track results like a direct response medium.
3. State officials and/or RNS may require advertisers to bid for advertising positions by sealed bid or another bidding procedure during the term hereof. In such an event, RNS shall notify Client and other advertiser(s), who shall have the right to participate in the bid process. If Client is not a successful bidder, RNS shall cancel this contract without any liability to Client, RNS, or the State.
4. RNS has the right to cancel any contracted advertising prior to the start date, during the course of the advertising schedule, at time of renewal of this contract at its sole discretion, at any time if RNS' contract with DMV is cancelled, if Advertiser becomes involved in an investigation, litigation with any government agency, or be subject to a highly published lawsuit.
5. The term of this contract shall be deemed automatically renewed for additional periods of twelve (12) months each on the same terms and conditions, unless canceled by Client in writing at least one (1) month prior to the expiration date or cancelled by RNS. The start date indicated on this Agreement is a target date, and the annual schedule begins the first day the ad appears in the selected DMV office(s). This date will be indicated on the first invoice.
6. Payments are to be made to RNS within thirty (30) days of receipt of invoice. A late charge of ten dollars (\$10) will be applicable, at RNS' discretion, to all payments received by RNS more than thirty (30) days after Client's receipt of invoice. RNS may cancel this Agreement if any payment due hereunder is not received within thirty (30) days of the Client's receipt of invoice. If Client pays by credit card and wants to cancel their recurring payment in order to pay by check or other form of payment, Client must notify RNS in writing at least 30 days prior to the payment charge date.
7. If Advertiser's balance is more than sixty (60) days past due, RNS reserves the right to discontinue any exclusivity granted to Advertiser and cancel the contract effective upon written notice to Advertiser, and the full balance of the remaining months of the contract, plus past debt and late charges, shall be due and payable in full. If Advertiser fails to provide RNS with initial advertising copy or to approve an advertisement within a reasonable time, such that RNS is unable to begin advertising for Advertiser, RNS reserves the right to discontinue any exclusivity granted to Advertiser and cancel the contract, effective upon written notice to Advertiser. In that event, Advertiser shall forfeit any prepaid fees, deposits, or other upfront funds paid to RNS Communications Inc. as liquidated damages. Should MVN be forced to cancel this Agreement for lack of payment by Advertiser and whereby Advertiser has received a free month of advertising and/or a discounted rate, Company will add back the value of the free month of advertising and the discounted rate to the final balance owed by Advertiser. RNS Communications, Inc. reserves the right to place a lien, and Advertiser hereby grants a lien, on Advertiser's assets, and signer of this Agreement's personal assets, for any amount owed RNS. If outstanding past debt and late charges are not paid in full, RNS reserves the right to report such debt to any applicable credit agencies. Advertiser and signer shall personally be responsible for all expenses associated with the collection of any outstanding balance, together with all costs, expenses, and attorney fees incurred by RNS in any action to collect any sum due hereunder.
8. No payment by Client of a lesser amount than is billed shall be deemed to be other than a partial payment, and no endorsement on a check or letter accompanying a check shall be deemed an accord and satisfaction, and RNS may accept any partial payment without prejudice to its right to recover the balance due.
9. If for any reason this contract must be canceled by Client before the renewal or expiration date, the outstanding balance – plus one hundred percent (100%) of the remaining term of the Agreement – shall be immediately due and payable as liquidated damages due to Client's default.
10. In the event of litigation, each Party will be entitled to its reasonable attorneys fees as part of its damages.
11. If this Agreement is signed by an agent for Client; (a) the agent represents that it has the authority to represent the Client and sign this contract on its behalf, and that the Client is willing and able to pay for the advertisements; (b) Client and agent are jointly and severally liable for all charges due hereunder regardless of, (i) to whom bills are sent, (ii) whether Client has signed this Agreement, and (iii) whether past payments have been made by Client or agent; (c) any sum received by agency from Client, which is based upon advertisements that have been aired, shall be received in trust and shall be held in trust for the benefit of Client and RNS until agency has transmitted the payment due to RNS. *To induce RNS to enter into this Agreement, the signer agrees to be held personally liable for all payments hereunder.*
12. Client shall indemnify, defend, and forever hold harmless RNS, its officers, directors, shareholders, employees, agents, and licensees from and against any and all damages, losses, expenses, claims, costs, and liabilities, including reasonable attorneys fees arising from or related or connected to: (i) all acts done or performed by Client, its agents, employees, licensees, contractors, or any person at the instruction of Client in connection with advertising with RNS or this Agreement; (ii) any claims made by Client in any advertisement, or by Client's inability or failure to fulfill its advertised obligations and commitments; (iii) all breaches by Client of any provision of this Agreement; (iv) any misrepresentation made by Client herein; and (v) all claims made based upon the content or language of any advertisement submitted by Client to RNS.
13. In the event RNS fails to air any advertisement, RNS shall have no liability other than to air the missed advertisement at another time, which is approved by and acceptable to Client, or not to bill Client or to refund any amount RNS had received by Client for commercials that failed to air. RNS does not commission nor provides audited reports of Client's run of schedule.
14. RNS may review any advertisement submitted to it, but is not responsible for content, correctness, or legality and takes no responsibility for same. Client is solely responsible for the correctness, content, and legality of its advertising.
15. The State and MVN have the right to approve or reject all advertising copy; however, Client acknowledges that the approval or rejection of advertising copy by the State does not constitute a representation or warranty by the State of the legality of such copy.
16. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors and assigns. A modification shall not relieve the Parties of their obligations to guarantee the prompt performance of and all the obligations hereunder. RNS may assign this Agreement to a third party without the written consent of Client. Pursuant to a merger, consolidation, or a sale of, substantially, all of a Client's assets and/or stock, such assignment or sale of assets shall bind the acquiring party to the fulfillment of this Agreement.
17. This Agreement may be signed in one or more counterparts, each of which shall be considered an original counterpart, and shall become a binding Agreement when the Parties shall have each executed one (1) counterpart.
18. The Parties hereto agree that electronic or facsimile signatures of this Agreement shall be binding and enforceable as original signatures.
19. No failure of RNS to exercise any of its rights hereunder shall be deemed a waiver thereof.
20. RNS has made no representations or warranties to Client other than as set forth in this Agreement.
21. The Parties shall, and thereby do, expressly waive trial by jury in any litigation arising out of, connected with, or relating to this Agreement or the relationship created hereby. With respect to any matter for which a jury cannot be waived, the Parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived.
22. The terms and conditions of this Agreement shall be governed by, and constructed and enforced in accordance with the laws of the State of Connecticut with regard to principals of conflicts of law. Any litigation arising hereunder or relating hereto shall only be brought in the courts of the State of Connecticut or the courts of the United States of America located in Connecticut, in either case, in Fairfield County. The Parties hereto consent to the jurisdiction of such courts; provided, however, notwithstanding the foregoing, that in the event RNS brings an action against Client under this Agreement and commences said action upon first impression within the territorial jurisdiction of Client, then the Parties shall be deemed to have waived their respective rights with respect to the venue provision contained herein. Said waiver shall not be construed in any manner to be a waiver of the choice of law provision contained herein.
23. This Agreement contains all the terms and conditions agreed upon by the Parties hereto with reference to the matter hereof. No other agreements, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto, and all prior agreements and understanding are superseded hereby. This Agreement cannot be modified or changed, except by written instrument signed by all of the Parties hereto.

JULY 23, 2019 REGULAR MEETING

**ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 34**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ENTER INTO AN AGREEMENT WITH CONTINENTAL CANTEEN

RESOLUTION # 19 – 315

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with Continental Canteen to provide vending services to Forest Community Health Center (FCHC) effective August 1, 2019 through July 31, 2022 and to renew automatically on an annual basis; and

WHEREAS, the agreement will continue with one year automatic renewals; and

WHEREAS, Continental Canteen has agreed to furnish, install, maintain, supply, and remove vending machines from FCHC; and

WHEREAS, Continental Canteen will pay ICHD a commission rate of 5% on net sales from coffee, cold beverage, snacks, candy, gum, mints, and Glass Front Beverage items; and

WHEREAS, payments will be delivered to the Ingham County Purchasing Department, 121 E. Maple St. Mason, MI 48854; and

WHEREAS, the Ingham Community Health Center Board of Directors supports entering into an agreement with Continental Canteen to provide vending services to Forest Community Health Center (FCHC) effective August 1, 2019 through July 31, 2022 and to renew automatically on an annual basis; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize an agreement with Continental Canteen to provide vending services to Forest Community Health Center (FCHC) effective August 1, 2019 through July 31, 2022 and to renew automatically on an annual basis.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize an agreement with Continental Canteen to provide vending services to Forest Community Health Center (FCHC) effective August 1, 2019 through July 31, 2022 and to renew automatically on an annual basis.

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.

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

HUMAN SERVICES: Yeas: Tennis, Trubac, Sebolt, Morgan, Slaughter, Naeyaert

Nays: None **Absent:** Stivers **Approved 07/15/2019**

JULY 23, 2019 REGULAR MEETING

FINANCE: Yeas: Grebner, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None **Absent:** Morgan **Approved 07/17/2019**

Adopted as part of a consent agenda.

DRAFT

JULY 23, 2019 REGULAR MEETING

**ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 35**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO ENTER INTO AN AGREEMENT WITH MICHIGAN STATE UNIVERSITY
COLLEGE OF NURSING FOR PEDIATRIC NURSE PRACTITIONER SERVICES**

RESOLUTION # 19 – 316

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with Michigan State University's College of Nursing (MSU CON), to provide a pediatric nurse practitioner (NP) at the Willow Community Health Center, to be paid a maximum of \$31,467.32 a year, effective September 1, 2019 through August 31, 2020; and

WHEREAS, the amount being paid is equivalent to salaries and benefits for a .20 FTE nurse practitioner; and

WHEREAS, the contracted Pediatric NP will work up to one eight hour shift per week; and

WHEREAS, the NP will deliver a scope of services and care to patients at the Willow Health center located at 306 W. Willow St. in Lansing MI 48906; and

WHEREAS, the financial impact will be a cost of \$31,467.32 and will be covered by billable services; and

WHEREAS, the Ingham Community Health Center Board of Directors supports entering into an agreement with Michigan State University's College of Nursing (MSU CON), to provide a pediatric nurse practitioner (NP) at the Willow Community Health Center, to be paid a maximum of \$31,467.32 a year, effective September 1, 2019 through August 31, 2020; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize an agreement with Michigan State University's College of Nursing (MSU CON), to provide a pediatric nurse practitioner (NP) at the Willow Community Health Center, to be paid a maximum of \$31,467.32 a year, effective September 1, 2019 through August 31, 2020.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize an agreement with Michigan State University's College of Nursing (MSU CON), to provide a pediatric nurse practitioner (NP) at the Willow Community Health Center, to be paid a maximum of \$31,467.32 a year, effective September 1, 2019 through August 31, 2020.

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.

JULY 23, 2019 REGULAR MEETING

HUMAN SERVICES: Yeas: Tennis, Trubac, Sebolt, Morgan, Slaughter, Naeyaert
Nays: None **Absent:** Stivers **Approved 07/15/2019**

FINANCE: Yeas: Grebner, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None **Absent:** Morgan **Approved 07/17/2019**

Adopted as part of a consent agenda.

DRAFT

JULY 23, 2019 REGULAR MEETING

**ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 36**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ENTER INTO AN AGREEMENT WITH ZOOM VIDEO COMMUNICATIONS

RESOLUTION # 19 – 317

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with Zoom Video Communications to support Telepsych services for the Forest Community Health Center (FCHC), Ryan White programs, ICHD, and HIV Care Coordination effective May 21, 2019 through November 7, 2020 in an amount not to exceed \$5,172.89; and

WHEREAS, Telepsych is a psychiatric service with the goal of addressing an unmet need across the HIV care continuum; and

WHEREAS, Zoom will support the Telepsych infrastructure in secure videoconferencing; and

WHEREAS, the contract will auto-renew on an annual basis; and

WHEREAS, a prorated cost of \$1,625.39 covers May 21, 2019 through November 7, 2019; and

WHEREAS, the full 12 month cost is \$3,547.50 starting November 8, 2019 through November 7, 2020; and

WHEREAS, the total initial cost comes to \$5,172.89 and will be funded through the HIV Care Coordination Grant; and

WHEREAS, the Ingham Community Health Center Board and the Health Officer support entering into an agreement Zoom Video Communications to support Telepsych services for the Forest Community Health Center (FCHC), Ryan White programs, ICHD, and HIV Care Coordination, effective May 21, 2019 through November 7, 2020 in an amount not to exceed \$5,172.89.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize entering into an agreement with Zoom Video Communications to support Telepsych services for the Forest Community Health Center (FCHC), Ryan White programs, ICHD, and HIV Care Coordination effective May 21, 2019 through November 7, 2020 in an amount not to exceed \$5,172.89.

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

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

JULY 23, 2019 REGULAR MEETING

HUMAN SERVICES: Yeas: Tennis, Trubac, Sebolt, Morgan, Slaughter, Naeyaert
Nays: None **Absent:** Stivers **Approved 07/15/2019**

FINANCE: Yeas: Grebner, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None **Absent:** Morgan **Approved 07/17/2019**

Adopted as part of a consent agenda.

DRAFT

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE EXTENDED COOPERATIVE OPERATIONAL AGREEMENT
WITH THE INGHAM COMMUNITY HEALTH CENTER BOARD OF DIRECTORS**

RESOLUTION # 19 – 318

WHEREAS, through resolution #19-025, the Cooperative Operational Agreement between the Ingham County Board of Commissioners and the Ingham Community Health Center (IHC) Board of Directors was extended through June 30, 2019; and

WHEREAS, as a Health Center Program Grantee of the U.S. Department of Health and Human Services' Health Resources and Services Administration (HRSA), Ingham County Health Department (ICHD) is required by Section 330 of the Public Health Services (PHS) Act to maintain a governing board of which the majority are being served by the center, and who as a group demographically represent the population receiving health care from the center; and

WHEREAS, as a public entity, ICHD fulfills this requirement with a co-applicant board, the Ingham County Community Health Center Board of Directors; and

WHEREAS, when two boards exist, each board's responsibilities must be specified in writing so that responsibilities for carrying out the governing functions are clearly understood; and

WHEREAS, ICHD fulfills the requirement through a Cooperative Operational Agreement with the Community Health Center Board of Directors; and

WHEREAS, the IHC Board of Directors functions must, at a minimum, include the following:

- Hold monthly meetings;
- Reach approval of the health center grant application and budget;
- Oversee selection, performance evaluation, and any dismissal of the health center Executive Director;
- Select services to be provided and health center hours of operations;
- Measure and evaluate the organization's progress in meeting its annual and long-term program and financial goals and develop plans for the long-range viability of the organization by engaging in strategic planning, review the organization's mission and bylaws, evaluate patient satisfaction, and monitor organizational assets and performance;
- Establish general policies for the health center; and

WHEREAS, in order to maintain compliance as a HRSA grantee, an updated agreement must be established; and

WHEREAS, the current Cooperative Operational Agreement ends June 30, 2019; and

JULY 23, 2019 REGULAR MEETING

WHEREAS, the ICHC Board of Directors must have established Bylaws in order to ensure compliance with federal statute and program requirements as stipulated by Section 330 of the Public Health Services Act, which are included as an attachment to the Cooperative Operational Agreement; and

WHEREAS, the Bylaws of the ICHC Board of Directors were recently revised, and these revisions must also be approved and adopted by the Ingham County Board of Commissioners; and

WHEREAS, the ICHC Board of Directors recommends that the terms of the current Cooperative Operational Agreement be extended for the term of one year; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize the extension of the Cooperative Operational Agreement for one year, effective July 1, 2019 through June 30, 2020.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes the extension of the Cooperative Operational Agreement with ICHC Board of Directors for one year, effective July 1, 2019 through June 30, 2020.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners approve the attached revised bylaws developed by the ICHC Board of Directors.

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.

HUMAN SERVICES: Yeas: Tennis, Trubac, Sebolt, Morgan, Slaughter, Naeyaert

Nays: None **Absent:** Stivers **Approved 07/15/2019**

FINANCE: Yeas: Grebner, Tennis, Crenshaw, Polsdofer, Schafer, Maiville

Nays: None **Absent:** Morgan **Approved 07/17/2019**

Adopted as part of a consent agenda.

JULY 23, 2019 REGULAR MEETING

Approved for Signature 12/21/2017

Ingham County Clerk Barb Byrum
Filed per Contract Policy

Res. # 18-278 /Short Form

Clerk File # 173-18(a)

INGHAM COMMUNITY HEALTH CENTER BOARD BYLAWS

RECEIVED
SEP 18 2018
INGHAM COUNTY CLERK

Ingham Community Health Center Board of Directors

JULY 23, 2019 REGULAR MEETING

Article I – Name

The name of this Board shall be the Ingham Community Health Center Board of Directors hereinafter "Community Health Center Board."

Article II – Purpose

The Community Health Center Board will assist the Ingham County Board of Commissioners, hereinafter "Board of Commissioners" and the Ingham County Health Department, hereinafter "Health Department," a department of Ingham County pursuant to MCL 333.2413, to implement health services for Ingham County residents throughout a network of Community Health Centers operated by the Health Department. These services represent a significant effort by the County to assure that low-income Ingham County residents have adequate access to primary care, dental care, Women's Health services, including family planning, sexually transmitted infection prevention, diagnosis, and treatment, immunizations, behavioral health, care for the homeless, refugee care and care for persons with HIV. The Community Health Center Board, Board of Commissioners, and the Health Department shall be particularly committed to meeting the health care needs of at-risk populations, including women during the child-bearing years, children, minorities, and other underserved populations.

The Community Health Center Board shall serve as a co-applicant for a grant application to the U.S. Department of Health and Human Services, Health Resources and Services Administration, Bureau of Primary Health Care, Health Center Program under Section 330 of the Public Health Services Act for operation of a Federally Qualified Health Center. The Community Health Center Board shall monitor the Health Department's implementation of the grant.

Article III – Mission and Objectives

A. Mission

Our mission is to attain the highest level of community wellness by empowering people to improve their health and well-being.

B. Objectives

1. To arrange for the provision of comprehensive primary care services to residents of the medically underserved areas of Ingham County, and surrounding areas.
2. To increase the accessibility of primary care services, inclusive of medical and dental (oral) services, to uninsured/underinsured population groups which experience a shortage of primary care.
3. To assure that the Community Health Centers provide high quality primary care services.
4. To develop an integrated primary care program with other community health resources, including ongoing public health services.
5. To support the Ingham County objective of assuring that all County residents have access to an organized system of health care.
6. To support Ingham County in its efforts to make certain public health services (such as family planning, sexually transmitted infection prevention, diagnosis, and treatment, breast and cervical cancer control, and immunizations) available to the general population and especially to at-risk populations, including women in childbearing years, children, minorities, and other underserved populations through a primary medical care model.

JULY 23, 2019 REGULAR MEETING

Article IV – Authority of Board of Commissioners

The Board of Commissioners is elected and operates under provisions of Article VII of the 1963 Michigan Constitution and Public Act 156 of 1851, MCL 46.1 et. seq. The Board of Commissioners has the responsibility to represent the County and for the care and management of the business of the County. MCL 46.11. The Board of Commissioners has the authority to establish rules and regulations in reference to the management of the interest and business concerns of the County as the Community Health Center Board considers necessary and proper in all matters not especially provided for by law. MCL 46.11(m). Pursuant to the statute, the Board of Commissioners is required to provide for a County Health Department to serve the needs of the community. MCL 333.2413.

The Board of Commissioners, acting on behalf of Ingham County, shall serve as the public entity applicant, together with the Community Health Center Board as co-applicant, for grants under Section 330 of the Public Health Services Act.

Article V – Size and Composition

A. Size

The Community Health Center Board shall consist of no less than nine (9) and no more than seventeen (17) members to maintain appropriate representation for the complexity of the Community Health Centers.

B. Composition

1. A majority of the Community Health Center Board members shall be individuals who are served by the Community Health Centers and who, as a group, represent the individuals being served in terms of demographic factors, such as race, ethnicity and gender, and geographic factors. Board members that have not utilized Community Health Center services within the past 24 months do not count toward the board composition requirement.
2. No more than one-half of the remaining members of the Community Health Center Board shall be individuals who derive more than ten percent (10%) of their annual income from the health care industry.
3. The remaining Community Health Center Board members shall be representatives of the community, in which the catchment area is located and shall be selected for their expertise in community affairs, local government, finance and banking, legal affairs, trade unions, and other commercial and industrial concerns or social service agencies within the community. Geographic factors also to be considered.
4. No less than one (1), but no more than two (2), Community Health Center Board members shall be Ingham County Board of Commissioners' members.
5. No Community Health Center Board member shall be an employee of the Community Health Center or the spouse, child, parent, brother or sister by blood or marriage of such an employee. Board members shall not have been employees of the Health Center or Ingham County Health Department during the 12 months prior to appointment.
6. Conflicts of interest, as defined by Michigan law, or the appearance of conflicts of interest, shall be prohibited and shall be reviewed annually.
7. The Executive Director and Executive Assistant shall provide logistical and managerial assistance to the Community Health Center Board.

JULY 23, 2019 REGULAR MEETING

Article VI – Membership and Terms of Office

A. Community Health Center Board Appointments

On an as-needed basis, the Community Health Center Board shall recommend nominations for each vacant seat on the Community Health Center board for consideration and appointment. The Community Health Center Board shall solicit nominations from the community serviced by the Community Health Centers, community organizations, and health organizations. The Board of Commissioners shall make appointments from the slate of nominees recommended by the Community Health Center Board. The Community Health Center Board and the Board of Commissioners will use their best efforts to maintain the same ratio of consumer members and members-at-large as set out in Article V above.

B. Terms of Office

Members shall be appointed for terms of two (2) years and shall serve until his/her successor is appointed and qualified. Members will serve no more than three (3) consecutive full terms of office unless suitable new members cannot be identified to allow the Board to remain in compliance with composition requirements.

C. Removal

Any member of the Community Health Center Board may be removed for just cause upon 2/3 vote of the Community Health Center Board after notice and an opportunity to be heard. Just cause includes but is not limited to unexcused absence from three consecutive Community Health Center Board meetings, or the failure to attend 75% of the regular meetings in any calendar year. An unexcused absence is defined as an absence of which designated staff was not notified in advance of the meeting.

D. Vacancies and Resignations

Any vacancies occurring on the Community Health Center Board shall be filled in the same manner as Community Health Center Board appointments are made. In the process of filling vacancies, the Community Health Board shall maintain the Community Health Center Board's composition of consumer members and members-at-large and maintain the minimum number of members requirement. Any Community Health Center Board member appointed to fill a vacancy shall be appointed for the unexpired term of his/her predecessor in office.

All resignations must be submitted to the Community Health Center Board Chairperson thirty (30) days prior to the effective date, if possible, in accordance with the established Submission of Resignation policy set forth by the Community Health Center Board.

E. Compensation

Members of the Community Health Center Board shall serve without compensation for membership. Members may be provided with compensation for actual expenses related to transportation, childcare or other assistance as the board sees fit to support attendance at a Community Health Center Committee or Board meetings and other official business requested by the Community Health Center Board. The Health Center Board will maintain a policy outlining the acceptable types of reimbursement and approvals required.

JULY 23, 2019 REGULAR MEETING

Article VII – Meetings and Voting

A. Annual Meeting

The annual meeting of the Community Health Center Board shall be held in October at a place to be decided by the Community Health Center Board.

B. Regular and Special Meetings

Regular meetings of the Community Health Center Board shall be held monthly at a time and place to be decided by the Community Health Center Board. All regular meetings of the Community Health Center Board shall be conducted according to the Michigan Open Meetings Act (P.A. 267 of 1976.) The agenda of each meeting will be distributed to the members no later than two (2) business days prior to each meeting. The agenda may be modified by a majority vote of the members present at the meeting.

Special meetings may be called by the Chairperson or by four (4) members of the Community Health Center Board, at such a time and place as may be deemed necessary. All special meetings shall be conducted in accordance with the Michigan Open Meetings Act (P.A. 267 of 1976.)

C. Notice of Special Meetings

Community Health Center Board members shall be notified of the time, place, and purpose of all special meetings of the Community Health Center Board at least two (2) days prior by e-mail, US mail, text or electronic communication or hand delivery in person. Notices of special meetings of the Community Health Center Board shall specify the business to be transacted at the special meeting and no other business except that specified shall be considered at the special meeting.

D. Quorum

A majority (51%) of the Community Health Center Board members appointed and serving shall constitute a quorum for the transaction of business. Committee meetings shall hold different requirements as actions are recommendations to the full Community Health Center Board as set forth in the Guidelines for Ingham County Advisory Boards and Commissions. Community Health Center Board Members may participate by telephone or other technology that allows for immediate two way communication but will not be counted as present for the quorum.

E. Voting

All questions shall be decided by majority vote of the Community Health Center Board members present and voting except as may be provided by statute or these Bylaws.

Article VIII – Officers and Staff Assistance

A. Officers

The officers of the Community Health Center Board shall be the Chairperson, Vice-Chairperson, and Secretary.

B. Election and Terms of Office

The officers shall be elected by the Community Health Center Board during the annual meeting and shall take office immediately thereafter. Terms of office shall be for one (1) year or until their successors are elected. Officers shall be elected at the first meeting of the Community Health Center Board and shall serve until the first annual meeting thereafter.

C. Removal

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Any officer elected by the Community Health Center Board may be removed by the Community Health Center Board with two-thirds majority vote after notice and an opportunity to be heard.

D. Vacancy

The unexpired term of an officer not completing his or her term shall be filled by a majority vote of the Community Health Center Board at the next regular meeting after the vacancy or at a special meeting called for that purpose. A majority vote of the total Community Health Center Board membership shall be necessary to elect and officer.

E. Chairperson

The Chairperson shall be elected by a majority of the Community Health Center Board membership and shall preside at all meetings of the Community Health Center Board.

F. Vice-Chairperson

The Vice-Chairperson shall perform the duties of the Chairperson in the absence of the Chairperson, shall chair either the Membership, Finance or Quality Committees and shall perform such other duties as from time to time may be assigned by the Community Health Center Board.

G. Secretary

The Secretary shall work with the CHC staff and be responsible for initial review of the draft minutes provided by staff. The Secretary shall perform other duties as assigned by the Community Health Center Board.

H. Executive Director

The Executive Director shall be primarily responsible for the management and operation of the Community Health Centers. The Community Health Center Board shall have the authority to suspend, remove, appoint, and/or reappoint a person to the position of Executive Director with concurrence of the Ingham County Health Officer in accordance with the Ingham County Managerial and Confidential Employee Personnel Manual and other procedures and policies of the Board of Commissioners. The Community Health Center Board, upon committee recommendation, shall participate in the annual performance evaluation of the Executive Director with contribution by the Ingham County Health Officer, to be conducted in accordance with the U.S. Department of Health and Human Services, Bureau of Primary Care, Health Center Program expectations and Ingham County personnel policies.

I. Staff Assistance

The Executive Director shall ensure that secretarial assistance for purposes of recording, distributing, and storing minutes in accordance with the Meeting Minutes Guideline policy is provided. Also, Community Health Center or Ingham County staff assistance, if appropriate, shall be provided to the Community Health Center Board and committee meetings and to the Chairperson in the performance of his/her Community Health Center Board authorized duties, as reasonably requested.

Article IX – Committees

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A. Ad-Hoc Committees

The Community Health Center Board may establish ad-hoc committees as it deems necessary to carry out the purpose and objectives of the Community Health Center. The Chairperson, with the consent of a majority of Community Health Center Board members, shall assign Community Health Center Board members to these committees. Non-Community Health Center Board members may also serve on ad-hoc committees. Ad-hoc committees shall be advisory in nature. An annual ad-hoc committee may be established for the purpose of the annual Executive Director evaluation.

B. Standing Committees

The Chairperson of the Community Health Center Board shall, from among Community Health Center Board members, assign the following standing committees and appoint chairpersons for each committee (except Executive Committee, where the Board Chairperson shall serve as chair and VOA Clinic Committee which will be selected as described below):

Executive Committee:

The Executive Committee shall be comprised of the Community Health Center Chairperson (who shall serve as chair or designate a chair in his/her absence) and the Chairpersons of the Finance, Quality, and Membership Committees (totaling four (4) members). The Executive Committee shall, through the Board's intent, provide strategic direction for the Community Health Center board and align communication among board committees. It shall also act for the Board between regularly scheduled meetings. Any and all actions conducted on behalf of the Board by the Executive Committee must have approval from a majority of present Executive Committee members assuming quorum (greater than 50% of committee members present). It shall be responsible for monitoring policy matters affecting the Community Health Center Network and its patients at the local, state, and federal levels. It shall also delegate tasks to other committees when appropriate. Finally, it shall oversee the annual evaluation of the Community Health Center Executive Director and lead the search process and seek input from board members when a Community Health Center Executive Director vacancy arises (this may be tasked to an ad-hoc committee).

Items approved by the Executive Committee not formally delegated to the committee by the Health Center Board must be submitted to the full Board at their next regularly scheduled meeting for approval. Items approved by the Executive Committee and not approved by the Board of Directors will be reversed to the extent legally and physically possible.

Finance Committee:

The Finance Committee must be comprised of no less than three (3) and no more than 49% of all Community Health Center Board members. It shall develop the recommended Community Health Center budget. The Community Health Center Board and the Board of Commissioners must jointly approve the budget. This committee shall also develop the strategic plan to align financial/operational goals with the County to the greatest extent possible, monitor financial/operational outcomes, and present new or revised financial/operational policies needed to ensure financial solvency of the Community Health Center.

Quality Committee:

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The Quality Committee must be comprised of no less than three (3) and no more than 49% of all Community Health Center Board members. It shall be responsible for establishing all Community Health Center policies and procedures, except for personnel and fiscal policies and procedures (which are retained by the Board of Commissioners). This committee recommends the approval of the annual quality assurance/quality improvement plan to the full Community Health Center Board, and monitors the plan's implementation and results. This committee shall also provide and evaluate patient satisfaction and ensure that Community Health Center operations promotes patient centered care and meets patient needs.

Membership Committee:

The Membership Committee must be comprised of no less than three (3) and no more than 49% of all Community Health Center Board members. It shall be responsible for the recruitment of new Community Health Center Board members in accordance with established Community Health Center Board policies and maintaining size and composition requirements per the Community Health Center Board Bylaws. This committee shall also be responsible for the training and orientation of new Community Health Center Board members, including the development of annual board member training schedule. This committee shall also be assigned with preparing a slate of nominees for election of officers at the annual meeting. Finally, this committee shall develop and maintain the board member manual, which shall at a minimum, contain detail Bylaws and board member responsibilities.

VOA Clinic Committee:

The VOA Clinic Committee must be comprised of no less than three (3) and no more than 49% of all Community Health Center Board members. It shall make recommendations on VOA Clinic operations and may also recommend additional opportunities for charity care. The chair of the VOA Clinic Committee shall be appointed by EDWARD W. SPARROW HOSPITAL ASSOCIATION ("Sparrow") for the duration that the Transfer Agreement for the VOA Clinic, entered into by Sparrow and the County of Ingham, is in effect.

The functions of the standing committees are advisory in nature, with the exception of the Executive Committee, who may act on behalf of the Board between regularly scheduled Board meetings in circumstances requiring board action. Except for the aforementioned situation necessitating action by the Executive Committee, the Community Health Center Board must approve any action or decision. The Executive Director, or designee, shall be a non-voting member of all committees. In accordance with program requirements, committees shall meet as needed to accomplish monthly objectives as presented in the annual work plan. Committees are encouraged to meet in person, but can meet virtually when functioning in an advisory capacity only (e.g., telephone conference, video conference, etc.) at the discretion of the committee chair.

C. General Committee Procedures

1. *Term:* Each standing committee shall be appointed at the annual meeting of the Community Health Center Board and shall serve for one year. Committee chairpersons shall also serve for one year. Committee reassignments may be completed as necessary throughout the term.
2. *Meeting Procedure:* Every meeting of a standing committee of the Community Health Center Board shall be called by its Chairperson or by a majority (51% or more) of committee members. At the first meeting of a standing committee, a regular meeting schedule shall be

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established. In the event that a special meeting is necessary, committee members shall be notified of the time, place, and purpose of the special committee meeting at least two (2) business days prior by acknowledged e-mail, US Mail, text or electronic communication or hand delivery in person. A quorum for the conduct of committee business shall require the presence of a majority of committee members. All committee meetings of the Community Health Center Board shall be conducted in accordance with the Michigan Open Meetings Act (P.A. 267 of 1976.)

3. *Membership:* Only Community Health Center Board members may be assigned to standing committees of the Community Health Center Board with the exception of the VOA Clinic as set forth above. The Community Health Center Board may request that non-Community Health Center Board members attend Community Health Center Board meetings to provide assistance or information.
4. *Voting:* When a committee meets and votes on an issue, only members of that committee may vote. Community Health Center Board members who are present and who are not members of the committee may not vote. Community health Center Board committees are advisory in nature and all actions shall be forwarded for review and action to the full Community Health Center Board.

Article X – Responsibilities of the Community Health Center Board

A. Personnel Policies and Procedures

The Community Health Center Board, through its Cooperative Operational Agreement, shall be bound by the Ingham County personnel policies and procedures, including all collective bargaining agreements negotiated between Ingham County and the legal representatives of employees. These agreements and policies include selection and dismissal procedures, performance appraisal procedures, salary and benefit scales, employee grievance procedures, and equal opportunity and non-discrimination practices as established by the Board of Commissioners.

B. Executive Director

The Community Health Center Board shall have the authority to suspend, remove, appoint, and/or reappoint a person to the position of Executive Director with concurrence of the Ingham County Health Officer in accordance with the Ingham County Managerial and Confidential Employee Personnel Manual and other procedures and policies of the Board of Commissioners. The Executive Director shall be an employee of Ingham County.

The Community Health Center Board, upon committee recommendation, shall participate in the annual performance evaluation of the Executive Director with contribution by the Ingham County Health Officer, to be conducted in accordance with the U.S. Department of Health and Human Services, Bureau of Primary Care, Health Center Program expectations and Ingham County personnel policies.

C. Financial Management

The Community Health Center Board shall annually review the budget prepared by the Health Department for the operation of the Community Health Centers, after review and recommendation by the Community Health Center Board Finance Committee. The Community Health Center Board shall advise the Board of Commissioner's regarding this budget. The Community Health Center Board shall review and approve the Section 330 grant application and the annual Section 330 grant budget and recommend this budget to the Board of

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Commissioners after review and recommendation by the Community Health Center Finance Committee, at the time set forth in Article IX B.1. The Community Health Center Board and the Board of Commissioners shall jointly approve the annual Section 330 grant budget submitted to the U.S. Department of Health and Human Services, Health Resources and Services Administration, Bureau of Primary Health Care, Health Center Program.

The Community Health Center Board shall review management reports to support the Health Department and the Board of Commissioners in the operation of the Community Health Centers. The Community Health Center Board shall provide assurance to the U.S. Department of Health and Human Services, Health Resources and Services Administration, Bureau of Primary Health Care, Health Center Program shall operate within the adopted budget. As set forth in Michigan law, the Community Health Center Board shall recommend to the Board of Commissioners a fee schedule for the services provided through the Community Health Centers and shall recommend to the Board of Commissioners policies for discounting fees (i.e. sliding fee scale) based on patient/family income.

Audits, as required by law for the 330 grant agreement shall be performed by an independent auditor. The audits may be performed in conjunction with other Ingham County audits.

D. Evaluate Community Health Center Activities

The Community Health Center Board shall evaluate utilization patterns, productivity, patient satisfaction, achievement of project objectives of the Community Health Centers, and shall review patient complaint trends or concerns unresolved at a staff level.

E. Compliance with Laws

The Community Health Center Board shall assure that the Community Health Centers are operated in compliance with applicable Federal, State, and local laws and regulations.

F. Health Care Policy

The Community Health Center Board shall work with the Board of Commissioners to establish policies for health care delivery, including those dealing with the scope, availability and types of services, location and hours of services, and quality of care audit procedures. The recommended policies will assist the Health Department and the Board of Commissioners to implement the objectives set out in Article III of these Bylaws.

G. Grants

The Community Health Center Board shall work with the Health Department and the Board of Commissioners to identify and make application for grant opportunities.

H. Conflict of Interest

No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds, if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee officer or agent or any member of his or her immediate family, his or her partner of an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents or the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to sub-agreements. However, recipients may set standards for situations in which the financial interest is not substantial or

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the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employers or agents of the recipients.

Article XI – Fiscal Year

The fiscal year of the Community Health Center Board shall be from October 1 through September 30

Article XII - Order of Business

The order of business of the Community Health Center Board shall be set by Board Chair and comply with *Mason's Manual of Legislative Procedure*.

Article XIII – Amendments

These Bylaws may be amended at a regular meeting of the Community Health Center Board by a two-thirds (2/3) vote of the entire membership of the Community Health Center Board, only after the proposed change has been presented and discussed at a previous regular meeting. Amendments to the Bylaws do not become effective until ratified by the Board of Commissioners, and signed and dated by the Community Health Center Board Chairperson, Executive Director for the Ingham Community Health Centers, and the Board of Commissioners' Chairperson.

Article XIV – Proxy

An absent Community Health Center Board member shall not be allowed to vote by proxy.

Article XV – Parliamentary Authority

The Parliamentary Authority of the Community Health Center Board shall be the *Mason's Manual of Legislative Procedure*.

Conclusion

To the extent that any of the Community Health Center Board Bylaws are contrary to the statutory requirements or Board of Commissioner's authorization, they shall be of no force or effect.



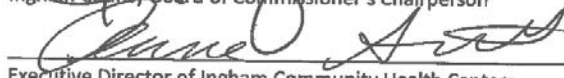
Community Health Center Board Chairperson

8/30/18
Date



Ingham County Board of Commissioner's Chairperson

09-17-18
Date



Executive Director of Ingham Community Health Centers

8/30/18
Date

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

By: 
Mattis D. Nordfjord

n:\client\ingham\health_dept\agreements\ing co health centers\ichc bylaws 12.21.17 - approved for signature.docx

JULY 23, 2019 REGULAR MEETING

Ingham County Clerk Barb Bynum
Filed per Contract Policy
Res. # 18-278 / Short Form
Clerk File # 173-18

COOPERATIVE OPERATIONAL AGREEMENT

THIS AGREEMENT is entered into effective January 1, 2018, by the INGHAM COUNTY BOARD OF COMMISSIONERS ("Board of Commissioners"), the INGHAM COMMUNITY HEALTH CENTER BOARD OF DIRECTORS ("Community Health Center Board"), and the INGHAM COUNTY HEALTH DEPARTMENT ("Health Department") to implement health services for Ingham County residents throughout a network of Community Health Centers operated by the Health Department.

WHEREAS, the Board of Commissioners is empowered by Public Act 368 of 1978 to establish a "county health department to protect and promote the health" of county residents; and

WHEREAS, the Community Health Center Board was established with the purpose of monitoring the Health Department's implementation of the grant in Ingham County; and

WHEREAS, the Board of Commissioners desires to make application with the Community Health Center Board for a Section 330 of the Public Health Service Act (42 U.S.C. 254c et seq. as now or hereafter amended) Grant, if applicable, for operating a Federally Qualified Health Center from the U.S. Department of Health and Human Services, Health Resources and Services Administration, Federal Bureau of Primary Health Care ("HHS" or "granting authority"); and

WHEREAS, the Board of Commissioners also desires to make application with the Community Health Center Board for operation of a Federally Qualified Health Center Look-Alike Entity; and

WHEREAS, pursuant to such funding by the HHS, the Board of Commissioners and the Community Health Center Board must set forth the responsibilities of each party; and

WHEREAS, the Board of Commissioners wishes to give support to the Community Health Center Board, and recognizes the powers, privileges, and functions of each party as contained herein.

NOW THEREFORE, the Board of Commissioners, the Community Health Center Board and the Health Department hereby agree:

RECEIVED (1)
AUG 09 2018
INGHAM COUNTY CLERK

Community Health Center Board Purpose: The Community Health Center Board shall monitor the Health Department's implementation of the Section 330 grant and a Federally Qualified Health Center Look-Alike Entity and the operation of the network of Community Health Centers operated by the Health Department in accordance with the terms of this Agreement and the Bylaws as adopted by the Board of Commissioners and the Community Health Center Board. The Bylaws are incorporated herein by reference and attached as Exhibit A. The Community Health Center Board will assist the Board of Commissioners and the Health Department to implement health services for Ingham County residents through a network of Community Health Centers operated by the Health Department. These services shall represent a significant effort by the County to assure that low-income Ingham County residents have adequate access to categorical public health programs and services,

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including family planning, sexually transmitted infection prevention, diagnosis, and treatment, breast and cervical cancer control, WIC, and immunizations. The Community Health Center Board, the Board of Commissioners, and the Health Department shall be particularly committed to meeting the health care needs of at-risk populations, including women during the child-bearing years, children, minorities, and other underserved populations.

- (2) **Community Health Center Board Appointments:** The Community Health Center Board shall recommend nominations for each vacant seat on the Community Health Center Board to the Board of Commissioners for consideration and appointment. Both the Community Health Center Board and the Board of Commissioners will use their best efforts to maintain the same ratio of consumer members, provider members, and consumers-at-large as set out in the Board Composition section of the Community Health Center Board Bylaws and required by Section 330 of the Public Health Services Act policies and guidelines. In the process of preparing a slate of nominees to recommend to the Board of Commissioners for consideration, the Community Health Center Board shall solicit nominations from the community serviced by the centers, community organizations, and health organizations.
- (3) **Joint Application:** The Board of Commissioners and the Community Health Center Board will take such actions as are required to make application for grants under Section 330 of the Public Health Services Act and application for Federally Qualified Health Center Look-Alike status. The Board of Commissioners, acting on behalf of Ingham County, shall serve as the public entity applicant, together with the Community Health Center Board as co-applicant.
- (4) **Operation of the Center:**
 - a. The Community Health Center Board will work with the Board of Commissioners and the Health Department to assure that the Community Health Centers are operated in accordance with the terms and conditions of the HHS Notice of Grant Award and any modifications thereof, and specifically in accordance with the requirements of 42 CFR Part 51c subpart C and with the Federally Qualified Health Center Look-Alike Entity requirements.
 - b. All Community Health Center personnel shall be employees of Ingham County and shall be bound by all Ingham County policies and procedures, including personnel policies and procedures as set forth in Paragraph (6), below. Ingham County shall be responsible for the payment of wages, fringe benefits, workers' compensation, and unemployment compensation for Community Health Center personnel.
 - c. Title to all assets obtained with Section 330 grant funds shall be vested in Ingham County for the use and benefit of the Community Health Centers which will be managed through an established enterprise fund.

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- d. The Community Health Center Board shall work with the Board of Commissioners to establish policies for health care delivery, including those dealing with the scope and availability and types of services, location and hours of services, and quality of care audit procedures, as are consistent with the grant application, Notice of Grant Award, applicable Federal, state and local regulations, and related Board of Commissioners' directives.
 - e. Section 330 grant funds shall be disbursed by the Health Department in accordance with the federally approved budget. No disbursement shall be made other than as set forth in the budget without review and approval by the Community Health Center Board and the Board of Commissioners. The parties understand and agree that the Section 330 funds shall be used solely for the purposes allowed by the grant agreement. Any Section 330 grant funds remaining after the end of the fiscal year shall be disbursed at the direction of the granting authority.
 - f. The Community Health Center Board shall make its records available for inspection at all reasonable times upon request of the Board of Commissioners or its duly authorized agent or representative. Community Health Center Board minutes shall be publicly available at the Board of Commissioners office and posted online.
- (5) **Executive Director:** The Health Department's Deputy Health Officer/Executive Director Community Health Care Services shall be primarily responsible for the management and operation of the Community Health Centers. The Community Health Center Board shall have the authority to suspend, remove, appoint and/or reappoint a person to the position of Executive Director, with the concurrence of the Ingham County Health Officer, in accordance with the Ingham County Managerial and Confidential Employee Personnel Manual and other procedures and policies of the Board of Commissioners. The Community Health Center Board shall participate in the annual performance evaluation of the Executive Director with contribution by the Ingham County Health Officer, to be conducted in accordance with the U.S. Department of Health and Human Services, Federal Bureau of Primary Health Care Program expectations and Ingham County personnel policies.
- (6) **Personnel Policies:** Personnel policies and procedures of the Community Health Centers shall be those adopted by the Board of Commissioners for Ingham County employees, and shall include applicable collective bargaining agreements negotiated between Ingham County and the legal representatives of employees. The Community Health Center Board may make recommendations to the Board of Commissioners regarding the terms and conditions of those agreements as might benefit the operation of the Community Health Centers.
- (7) **Budgeting, Travel, Purchasing, Information Technology Policies:** Budget, Travel, Purchasing & Information Technology policies and procedures of the Community Health Center shall be those adopted by the Board of Commissioners. The Community Health Center Board may make recommendations to the Board of Commissioners regarding any policy as might benefit the operation of the Community

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Health Center. In the case of implementation of county policies which may inhibit Community Health Center functioning in accordance with grant requirements, the Community Health Center may request appeal of such policies (e.g., out of state travel prohibition).

- (8) **Financial Reports and Audits:** The Health Department staff shall be responsible for maintaining such financial records and making such reports as are required by HHS in the administration of the Section 330 grant and a Federally Qualified Health Center Look-Alike Entity. The Health Department staff shall provide the Community Health Center Board and the Board of Commissioners with copies of all reports filed with any government agency.

Audits, as required by law for the 330 grant agreement and for Federally Qualified Health Center Look-Alike entities, shall be performed by an independent auditor. The audits may be performed in conjunction with other Ingham County audits. The Community Health Center Board shall ensure access to all financial records and documents necessary for the audits to be performed.

The Community Health Center Board shall review management reports to support the Health Department and the Board of Commissioners in the operation of the Community Health Centers. The Community Health Center Board shall provide assurance to the Federal Bureau of Primary Care that the Community Health Centers shall operate within the adopted budget. The Health Department staff shall regularly report to the Community Health Center Board (or appropriate committee) of the financial performance of the Community Health Centers to allow the Community Health Center Board to verify compliance with grant requirements and budgets and to evaluate the overall financial and quality performance of the Community Health Centers.

- (9) **Strategic Plan and Budget:** The Executive Director and the Health Department's Chief Financial Officer shall prepare a budget and strategic plan for each fiscal year, in accordance with Ingham County policies and procedures. The Community Health Center Board shall annually review the budget prepared by the Health Department for the operation of the Community Health Centers, after review and recommendation by the Community Health Center Board. The Community Health Center Board shall advise the Board of Commissioners regarding this budget. The Community Health Center Board shall review and approve the annual budget, inclusive of section 330 grant funds, and recommend this budget to the Board of Commissioners, after review and recommendation by the Community Health Center Board. The Community Health Center Board and the Board of Commissioners shall jointly approve the annual Section 330 budget submitted to the Federal Bureau of Primary Health Care. The Community Health Center Board shall review and approve any budget requirements to maintain the Federally Qualified Health Center Look-Alike status and recommend such budget to the Board of Commissioners, after review and recommendation by the Community Health Center Board.

- (10) **Annual Budget Adoption:** Ingham County has established an enterprise fund (Community Health Center Network Fund/511 Fund) to record all of the financial

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activity of the Community Health Centers. This enterprise fund operates in a manner similar to private business, in this case, incorporating all revenues earned, costs incurred and/or net income related to the operation of the Community Health Center. This Enterprise Fund shall be specifically referenced in the annual County General Appropriations resolution, addressing, at a minimum, any exceptions to County policies required for the effective and efficient operation of the Community Health Centers and administration of the HHS grants, Michigan Department of Health and Human Services school-based health centers grants, and other grants included in the annual budget.

- (11) **Amendments to the Budget:** Ingham County Budget policies and procedures will be utilized for all amendments to the jointly adopted Community Health Centers' budget. The current policy provides for limited budget amendments via administrative approval. Amendments requiring approval of the full Board of Commissioners shall also require approval of the Community Health Center Board. Community Health Center Board approval shall either be obtained prior to the submission of the adjustment to the Board of Commissioners or the action of the Board of Commissioners shall be contingent upon the concurrence of the Community Health Center Board.
- (12) **Fee Schedule Policy:** As set forth in Michigan law, the Community Health Center Board shall recommend to the Board of Commissioners a fee schedule for services provided through the Community Health Centers and shall recommend to the Board of Commissioners policies for discounting fees (i.e. sliding fee scale) based on the patient/family income. The Board of Commissioners shall enact a fee schedule and discounting policies (i.e. sliding fee scale), in accordance with the authority provided in the Michigan Public Health Code, MCL 333.2444.
- (13) **Quality Assurance:** The Community Health Center Board shall work with the Board of Commissioners and the Health Department to ensure that a system and process is in place to assure quality primary care services in the Community Health Centers. The Community Health Center Board shall oversee a program of quality improvement/quality assurance directed at assuring the high quality primary care services delivered to the public and the legal and contractual compliance of the operation of the Community Health Centers.
- (14) **Grievance Procedure:** The Community Health Center Board shall adopt procedures for resolving patient grievances.
- (15) **Agreement Period and Termination:** The services to be provided by the Community Health Center Board shall become effective and performance thereon shall commence on the 1st day of January, 2018, and shall continue in effect through the 31st day of December, 2018, at which time this Agreement expires, unless terminated earlier by the parties.

Notwithstanding any other provision in this Agreement to the contrary, if the Community Health Center Board and the Board of Commissioners no longer receive funding under Section 330 of the Public Health Services Act or any successor to the substitute Act(s), this Agreement shall terminate.

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Any party may terminate this Agreement upon sixty (60) days written notice to the other parties. Notice shall be provided as set forth in Paragraph 20. A copy of any notice of termination shall be provided to the HHS as the granting authority.

- (16) **Sole Agreement:** This Agreement and the attached Bylaws contain the entire Agreement of the parties and their rights, duties, and their obligations to each other. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either written or verbal between the parties.
- (17) **Disputes:** The Community Health Center Board and the Board of Commissioners will use their best efforts to carry out the terms of this Agreement in a spirit of cooperation and will resolve by negotiation any disputes occurring hereunder.
- (18) **Modifications of Agreement:** Modifications, amendments or waivers of any provision of this Agreement may be made only by written mutual consent of the parties, signed by their duly authorized representatives.
- (19) **Nondiscrimination:** The parties shall adhere to all applicable Federal, state and local laws and regulations prohibiting discrimination. The parties shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms and conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, height, weight, marital status, political affiliation or beliefs, or disabilities which are unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of this Agreement.
- (20) **Confidentiality and Health Insurance Portability and Accountability Act:** All personal health information assembled, obtained, constructed, or prepared pursuant to or as a consequence of this Agreement or the Section 330 grant are subject to all Federal and Michigan laws and regulations governing the disclosure of public and medical records subject to certain exemptions from disclosure under the circumstances expressly authorized by the above laws and regulations.

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) is pertinent to the services that the Community Health Centers provide, the Community Health Center Board assures that it is in compliance with the HIPAA requirements.
- (21) **Assignment:** The Board of Commissioners and the Community Health Center Board shall not assign or transfer any of its rights or obligations under this Agreement unless previously agreed to in writing by the granting authority.
- (22) **Applicable Law:** This Agreement shall be construed in accordance with laws of the State of Michigan.

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- (23) **Notice:** Any notice provided for hereunder shall be in writing and shall be deemed given by (I) personal delivery upon written receipt of the party to whom it is addressed or (II) upon its deposit in the United States Mail, first class postage prepaid and addressed,

If to the Board of Commissioners:
Chairperson
Ingham County Board of Commissioners
P.O. Box 319
Mason, Michigan 48854

If to the Community Health Center Board:
Chairperson
Ingham Community Health Center Board
5656 South Cedar Street
Lansing, MI 48911

If to the Ingham County Health Department:
Health Officer
P. O. Box 30161
Lansing, Michigan 48909

If to the Granting Authority:
Associate Administrator for Primary Health Care
Health Resources and Services Administration
5600 Fishers Lane
Rockville, MD 20857

- (24) **Waiver of Breach:** Waiver, by any party to this Agreement, of any breach of any provision hereof by any other party shall not operate or be construed as a waiver by such party of any subsequent breach, whether such breach shall be of the same provision or different provision.
- (25) **Severability:** If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remaining provisions of this Agreement, and the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.
- (26) **Disregarding Titles:** The titles of the sections contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision hereof.
- (27) **Review of Co-Applicant Agreement:** The Community Health Center Board, Board of Commissioners, and Health Department will meet minimally once each year to ensure the terms of this agreement are being met and to identify any needed resources.

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- (28) **Benefit and Binding Effect:** This Agreement shall inure to the benefit of and be binding upon the parties hereto, their legal representatives, heirs, successors and assigns.
- (29) **Certification of Authority to Sign Agreement:** The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

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

WITNESSED BY:

COUNTY OF INGHAM

Date 8-8-18

By: [Signature]
Carol Koanig, Chairperson
Board of Commissioners

INGHAM COUNTY COMMUNITY HEALTH CENTER BOARD

Date July 20, 2018

By: [Signature]
Todd Heywood, Chairperson
Community Health Center Board

INGHAM COUNTY HEALTH DEPARTMENT

Date July 25, 2018

By: [Signature]
Linda Wall, Health Officer
Health Department

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

By: [Signature]
Timothy M. Perrone

N:\C:\Ingham\Health_Dept\Agreements\Ingham Co Health Centers\Cooperative Operational Agreement 2018.docx

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JULY 23, 2019 REGULAR MEETING

**INGHAM COMMUNITY HEALTH CENTER BOARD
BYLAWS**

Ingham Community Health Center Board of Directors

JULY 23, 2019 REGULAR MEETING

Article I – Name

The name of this Board shall be the Ingham Community Health Center Board of Directors hereinafter "Community Health Center Board."

Article II – Purpose

The Community Health Center Board will assist the Ingham County Board of Commissioners, hereinafter "Board of Commissioners" and the Ingham County Health Department, hereinafter "Health Department," a department of Ingham County pursuant to MCL 333.2413, to implement health services for Ingham County residents throughout a network of Community Health Centers operated by the Health Department. These services represent a significant effort by the County to assure that low-income Ingham County residents have adequate access to categorical public health programs and services, including family planning, sexually transmitted infection prevention, diagnosis, and treatment, breast and cervical cancer control, WIC, and immunizations. The Community Health Center Board, Board of Commissioners, and the Health Department shall be particularly committed to meeting the health care needs of at-risk populations, including women during the child-bearing years, children, minorities, and other underserved populations.

The Community Health Center Board shall participate in the planning of and serve as a co-applicant for a grant application to the U.S. Department of Health and Human Services, Health Resources and Services Administration, Federal Bureau of Primary Health Care, under Section 330 of the Public Health Services Act for operation of a Federally Qualified Health Center and for operation of a Federally Qualified Health Center Look-Alike Entity. The Community Health Center Board shall monitor the Health Department's implementation of the grant.

Article III – Mission and Objectives

A. Mission

Our mission is to attain the highest level of community wellness by empowering people to improve their health and well-being.

B. Objectives

1. To arrange for the provision of comprehensive primary care services to residents of the medically underserved areas of Ingham County, and surrounding areas.
2. To increase the accessibility of primary care services, inclusive of medical and dental (oral) services, to uninsured/underinsured population groups which experience a shortage of primary care.
3. To assure that the Community Health Centers provide high quality primary care services.
4. To develop an integrated primary care program with other community health resources, including ongoing public health services.
5. To support the Ingham County objective of assuring that all County residents have access to an organized system of health care.
6. To support Ingham County in its efforts to make categorical public health services (such as family planning, sexually transmitted infection prevention, diagnosis, and treatment, breast and cervical cancer control, WIC, and immunizations) available to the general population and especially to at-risk populations, including women in childbearing years, children, minorities, and other underserved populations.

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Article IV – Authority of Board of Commissioners

The Board of Commissioners is elected and operates under provisions of Article VII of the 1963 Michigan Constitution and Public Act 156 of 1851, MCL 46.1 et. seq. The Board of Commissioners has the responsibility to represent the County and for the care and management of the business of the County. MCL 46.11. The Board of Commissioners has the authority to establish rules and regulations in reference to the management of the interest and business concerns of the County as the Community Health Center Board considers necessary and proper in all matters not especially provided for by law. MCL 46.11(m). Pursuant to the statute, the Board of Commissioners is required to provide for a County Health Department to serve the needs of the community. MCL 333.2413.

The Board of Commissioners, acting on behalf of Ingham County, shall serve as the public entity applicant, together with the Community Health Center Board as co-applicant, for grants under Section 330 of the Public Health Services Act.

Article V – Size and Composition

A. Size

The Community Health Center Board shall consist of no less than nine (9) and no more than fifteen (15) members to maintain appropriate representation for the complexity of the Community Health Centers.

B. Composition

1. A majority of the Community Health Center Board members shall be individuals who are or will be served by the Community Health Centers and who, as a group, represent the individuals being served or to be served in terms of demographic factors, such as race, ethnicity and gender, and geographic factors.
2. The Community Health Center Board Chairperson or Vice-Chairperson shall be individuals who are served by the Community Health Center.
3. No more than one-half of the remaining members of the Community Health Center Board shall be individuals who derive more than ten percent (10%) of their annual income from the health care industry.
4. The remaining Community Health Center Board members shall be representatives of the community in which the catchment area is located and shall be selected for their expertise in community affairs, local government, finance and banking, legal affairs, trade unions, and other commercial and industrial concerns or social service agencies within the community. Geographic factors also to be considered.
5. No less than one (1), but no more than two (2), Community Health Center Board members shall be Board of Commissioners' members.
6. No Community Health Center Board member shall be an employee of the Community Health Center or the spouse, child, parent, brother or sister by blood or marriage of such an employee.
7. Conflicts of interest, as defined by Michigan law, or the appearance of conflicts of interest, shall be prohibited and shall be reviewed annually.
8. The Executive Director shall provide logistical and managerial assistance to the Community Health Center Board.

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Article VI – Membership and Terms of Office

A. Community Health Center Board Appointments

On an as-needed basis, the Community Health Center Board shall recommend nominations for each vacant seat on the Community Health Center board for consideration and appointment. The Community Health Center Board shall solicit nominations from the community serviced by the Community Health Centers, community organizations, and health organizations. The Board of Commissioners shall make appointments from the slate of nominees recommended by the Community Health Center Board. The Community Health Center Board and the Board of Commissioners will use their best efforts to maintain the same ratio of consumer members, provider members, and consumers-at-large as set out in Article V above.

B. Terms of Office

Members shall be appointed for terms of two (2) years and shall serve until his/her successor is appointed and qualified. Members will serve no more than three (3) consecutive full terms of office.

C. Removal

Any member of the Community Health Center Board may be removed for just cause upon 2/3 vote of the Community Health Center Board after notice and an opportunity to be heard. Just cause includes but is not limited to unexcused absence from three consecutive Community Health Center Board meetings, or the failure to attend 75% of the regular meetings in any calendar year. An unexcused absence is defined as an absence of which designated staff was not notified in advance of the meeting.

D. Vacancies and Resignations

Any vacancies occurring on the Community Health Center Board shall be filled in the same manner as Community Health Center Board appointments are made. In the process of filling vacancies, the Community Health Board shall maintain the Community Health Center Board's composition of consumer members, provider members, and consumers-at-large and maintain the minimum number of members requirement. Any Community Health Center Board member appointed to fill a vacancy shall be appointed for the unexpired term of his/her predecessor in office.

All resignations must be submitted to the Community Health Center Board Chairperson thirty (30) days prior to the effective date, if possible, in accordance with the established Submission of Resignation policy set forth by the Community Health Center Board.

E. Compensation

Members of the Community Health Center Board shall serve without compensation for membership. Members will be provided with a gas or bus card of a designated amount to cover transportation to and from monthly committee and monthly Community Health Center Board meetings. Requirements to receive this transportation assistance will follow the established Expense Reimbursement policy. Members may be reimbursed for reasonable expenses, such as transportation or parking for attendance at trainings, actually incurred related to their service on the Community Health Center Board. Authorization is required before expenses are incurred.

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Article VII – Meetings and Voting

A. Annual Meeting

The annual meeting of the Community Health Center Board shall be held in October at a place to be decided by the Community Health Center Board.

B. Regular and Special Meetings

Regular meetings of the Community Health Center Board shall be held monthly at a time and place to be decided by the Community Health Center Board. All regular meetings of the Community Health Center Board shall be conducted according to the Michigan Open Meetings Act (P.A. 267 of 1976.) The agenda of each meeting will be distributed to the members no later than two (2) business days prior to each meeting. The agenda may be modified by a majority vote of the members present at the meeting.

Special meetings may be called by the Chairperson or by four (4) members of the Community Health Center Board, at such a time and place as may be deemed necessary. All special meetings shall be conducted in accordance with the Michigan Open Meetings Act (P.A. 267 of 1976.)

C. Notice of Special Meetings

Community Health Center Board members shall be notified of the time, place, and purpose of all special meetings of the Community Health Center Board at least two (2) days prior by facsimile, correspondence or hand delivery in person. Notices of special meetings of the Community Health Center Board shall specify the business to be transacted at the special meeting and no other business except that specified shall be considered at the special meeting.

D. Quorum

A majority (51%) of the Community Health Center Board members appointed and serving shall constitute a quorum for the transaction of business. Committee meetings shall hold different requirements as actions are recommendations to the full Community Health Center Board as set forth in the Guidelines for Ingham County Advisory Boards and Commissions.

E. Voting

All questions shall be decided by majority vote of the Community Health Center Board members present and voting except as may be provided by statute or these Bylaws.

Article VIII – Officers and Staff Assistance

A. Officers

The officers of the Community Health Center Board shall be the Chairperson, Vice-Chairperson, and Secretary.

B. Election and Terms of Office

The officers shall be elected by the Community Health Center Board during the annual meeting and shall take office immediately thereafter. Terms of office shall be for one (1) year or until their successors are elected. Officers shall be elected at the first meeting of the Community Health Center Board and shall serve until the first annual meeting thereafter.

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C. Removal

Any officer elected by the Community Health Center Board may be removed by the Community Health Center Board with two-thirds majority vote after notice and an opportunity to be heard.

D. Vacancy

The unexpired term of an officer not completing his or her term shall be filled by a majority vote of the Community Health Center Board at the next regular meeting after the vacancy or at a special meeting called for that purpose. A majority vote of the total Community Health Center Board membership shall be necessary to elect an officer.

E. Chairperson

The Chairperson shall be elected by a majority of the Community Health Center Board membership and shall preside at all meetings of the Community Health Center Board.

F. Vice-Chairperson

The Vice-Chairperson shall perform the duties of the Chairperson in the absence of the Chairperson and shall perform such other duties as from time to time may be assigned by the Community Health Center Board.

G. Secretary

The Secretary shall keep the minutes of all meetings of the Community Health Center Board. The Secretary shall give notices of all meetings of the Community Health Center Board in accordance with the provisions of these Bylaws or as required by statute or resolution. The Secretary shall perform other duties as assigned by the Community Health Center Board.

H. Executive Director

The Executive Director shall be primarily responsible for the management and operation of the Community Health Centers. The Community Health Center Board shall have the authority to suspend, remove, appoint, and/or reappoint a person to the position of Executive Director with concurrence of the Ingham County Health Officer in accordance with the Ingham County Managerial and Confidential Employee Personnel Manual and other procedures and policies of the Board of Commissioners. The Community Health Center Board, upon committee recommendation, shall participate in the annual performance evaluation of the Executive Director with contribution by the Ingham County Health Officer, to be conducted in accordance with the U.S. Department of Health and Human Services, Federal Bureau of Primary Health Care Program expectations and Ingham County personnel policies.

I. Staff Assistance

The Executive Director shall ensure that secretarial assistance for purposes of recording, distributing, and storing minutes in accordance with the Meeting Minutes Guideline policy is provided. Also, Community Health Center or Ingham County staff assistance, if appropriate, shall be provided to the Community Health Center Board and committee meetings and to the Chairperson in the performance of his/her Community Health Center Board authorized duties, as reasonably requested.

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Article IX – Committees

A. Ad-Hoc Committees

The Community Health Center Board may establish ad-hoc committees as it deems necessary to carry out the purpose and objectives of the Community Health Center. The Chairperson, with the consent of a majority of Community Health Center Board members, shall assign Community Health Center Board members to these committees. Non-Community Health Center Board members may also serve on ad-hoc committees. Ad-hoc committees shall be advisory in nature. An annual ad-hoc committee may be established for the purpose of the annual Executive Director evaluation.

B. Standing Committees

The Chairperson of the Community Health Center Board shall, from among Community Health Center Board members, assign the following standing committees and appoint chairpersons for each committee (except Executive Committee, where the Board Chairperson shall serve as chair, and the chair of the VOA Clinic Committee, who may or may not be a member of the Community Health Center Board, who shall be appointed by EDWARD W. SPARROW HOSPITAL ASSOCIATION ("Sparrow") for the duration that the Transfer Agreement for the VOA Clinic, entered into by Sparrow and the County of Ingham, is in effect). The Chairperson of the Community Health Center Board shall also appoint the Vice-Chairperson Community Health Center Board to chair the Finance, Quality or Membership standing committee.

The functions of the standing committees are advisory in nature, with the exception of the Executive Committee, who may act on behalf of the Board between regularly scheduled Board meetings in circumstances requiring board action. Except for the aforementioned situation necessitating action by the Executive Committee, the Community Health Center Board must approve any action or decision. The Executive Director, or designee, shall be a non-voting member of all committees. In accordance with program requirements, committees shall meet as needed to accomplish monthly objectives as presented in the annual work plan. Committees are encouraged to meet in person, but can meet virtually (e.g., telephone conference, video conference, etc.) at the discretion of the committee chair.

Executive Committee:

The Executive Committee shall be comprised of the Community Health Center Chairperson (who shall serve as chair or designate a chair in his/her absence) and the Chairpersons of the Finance, Quality, and Membership Committees (totaling four (4) members). The Executive Committee shall, through the Board's intent, provide strategic direction for the Community Health Center board and align communication among board committees. It shall also act for the Board between regularly scheduled meetings. Any and all actions conducted on behalf of the Board by the Executive Committee must have approval from a majority of present Executive Committee members assuming quorum (greater than 50% of committee members present). It shall be responsible for monitoring policy matters affecting the Community Health Center Network and its patients at the local, state, and federal levels. It shall also delegate tasks to other committees when appropriate. Finally, it shall oversee the annual evaluation of the Community Health Center Executive Director and lead the search process and seek input from board members when a Community Health Center Executive Director vacancy arises (this may be tasked to an ad-hoc committee).

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Finance Committee:

The Finance Committee must be comprised of no less than three (3) and no more than 49% of all Community Health Center Board members. It shall develop the recommended Community Health Center network budget. The Community Health Center Board and the Board of Commissioners must jointly approve the budget. This committee shall also develop the strategic plan to align financial/operational goals with the County to the greatest extent possible, monitor financial/operational outcomes, and present new or revised financial/operational policies needed to ensure financial solvency of the Community Health Center.

Quality Committee:

The Quality Committee must be comprised of no less than three (3) and no more than 49% of all Community Health Center Board members. It shall be responsible for establishing all Community Health Center policies and procedures, except for personnel and fiscal policies and procedures (which are retained by the Board of Commissioners). This committee recommends the approval of the annual quality assurance/quality improvement plan to the full Community Health Center Board, and monitors the plan's implementation and results. This committee shall also provide oversight of provider credentialing, review clinical protocols, evaluate patient satisfaction on a quarterly basis, and ensure that Community Health Center operations promotes patient centered care and meets patient needs.

Membership Committee:

The Membership Committee must be comprised of no less than three (3) and no more than 49% of all Community Health Center Board members. It shall be responsible for the recruitment of new Community Health Center Board members in accordance with established Community Health Center Board policies and maintaining size and composition requirements per the Community Health Center Board Bylaws. This committee shall also be responsible for the training and orientation of new Community Health Center Board members, including the development of annual board member training schedule. This committee shall also be assigned with preparing a slate of nominees for election of officers at the annual meeting. Finally, this committee shall develop and maintain the board member manual, which shall at a minimum, detail Bylaws and board member responsibilities.

VOA Clinic Committee:

The VOA Clinic Committee must be comprised of no less than one (1) and no more than 49% of all Community Health Center Board members. It shall make recommendations on VOA Clinic operations and may also recommend additional opportunities for charity care. The chair of the VOA Clinic Committee shall be appointed by EDWARD W. SPARROW HOSPITAL ASSOCIATION ("Sparrow") for the duration that the Transfer Agreement for the VOA Clinic, entered into by Sparrow and the County of Ingham, is in effect.

C. General Committee Procedures

1. **Term:** Each standing committee shall be appointed at the annual meeting of the Community Health Center Board and shall serve for one year. Committee chairpersons shall also serve for one year. Committee reassignments may be completed as necessary throughout the term.
2. **Meeting Procedure:** Every meeting of a standing committee of the Community Health Center Board shall be called by its Chairperson or by a majority (51% or more) of committee

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members. At the first meeting of a standing committee, a regular meeting schedule shall be established. In the event that a special meeting is necessary, committee members shall be notified of the time, place, and purpose of the special committee meeting at least two (2) business days prior by facsimile, correspondence or hand delivery in person. A quorum for the conduct of committee business shall require the presence of a majority of committee members. All committee meetings of the Community Health Center Board shall be conducted in accordance with the Michigan Open Meetings Act (P.A. 267 of 1976.)

3. *Membership:* Only Community Health Center Board members may be assigned to standing committees of the Community Health Center Board with the exception of the VOA Clinic Committee as set forth above. The Community Health Center Board may request that non-Community Health Center Board members attend Community Health Center Board meetings to provide assistance or information.
4. *Voting:* When a committee meets and votes on an issue, only members of that committee may vote. Community Health Center Board members who are present and who are not members of the committee may not vote. Community health Center Board committees are advisory in nature and all actions shall be forwarded for review and action to the full Community Health Center Board.

Article X – Responsibilities of the Community Health Center Board

A. Personnel Policies and Procedures

The Community Health Center Board, through its Cooperative Operational Agreement, shall be bound by the Ingham County personnel policies and procedures, including all collective bargaining agreements negotiated between Ingham County and the legal representatives of employees. These agreements and policies include selection and dismissal procedures, performance appraisal procedures, salary and benefit scales, employee grievance procedures, and equal opportunity and non-discrimination practices as established by the Board of Commissioners.

B. Executive Director

The Community Health Center Board shall have the authority to suspend, remove, appoint, and/or reappoint a person to the position of Executive Director with concurrence of the Ingham County Health Officer in accordance with the Ingham County Managerial and Confidential Employee Personnel Manual and other procedures and policies of the Board of Commissioners. The Executive Director shall be an employee of Ingham County.

The Community Health Center Board, upon committee recommendation, shall participate in the annual performance evaluation of the Executive Director with contribution by the Ingham County Health Officer, to be conducted in accordance with the U.S. Department of Health and Human Services, Federal Bureau of Primary Health Care Program expectations and Ingham County personnel policies.

C. Financial Management

The Community Health Center Board shall annually review the budget prepared by the Health Department for the operation of the Community Health Centers, after review and recommendation by the Community Health Center Board Finance Committee. The Community Health Center Board shall advise the Board of Commissioner's regarding this budget. The Community Health Center Board shall review and approve the Section 330 grant application and

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the annual Section 330 grant budget and recommend this budget to the Board of Commissioners after review and recommendation by the Community Health Center Finance Committee, at the time set forth in Article IX B.1. The Community Health Center Board and the Board of Commissioners shall jointly approve the annual Section 330 grant budget submitted to the Federal Bureau of Primary Health Care. The Community Health Center Board shall review and approve the Look-Alike application and any budget requirements to maintain the Federally Qualified Health Center Look-Alike status and recommend such budget to the Board of Commissioners, after review and recommendation by the Community Health Center Board Finance Committee.

The Community Health Center Board shall review management reports to support the Health Department and the Board of Commissioners in the operation of the Community Health Centers. The Community Health Center Board shall provide assurance to the Federal Bureau of Primary Care that the Community Health Centers shall operate within the adopted budget. As set forth in Michigan law, the Community Health Center Board shall recommend to the Board of Commissioners a fee schedule for the services provided through the Community Health Centers and shall recommend to the Board of Commissioners policies for discounting fees (i.e. sliding fee scale) based on patient/family income.

Audits, as required by law for the 330 grant agreement and for Federally Qualified Health Center Look-Alike entities, shall be performed by an independent auditor. The audits may be performed in conjunction with other Ingham County audits.

D. Evaluate Community Health Center Activities

The Community Health Center Board shall evaluate utilization patterns, productivity, patient satisfaction, achievement of project objectives of the Community Health Centers, and shall review patient complaints.

E. Compliance with Laws

The Community Health Center Board shall assure that the Community Health Centers are operated in compliance with applicable Federal, State, and local laws and regulations.

F. Health Care Policy

The Community Health Center Board shall work with the Board of Commissioners to establish policies for health care delivery, including those dealing with the scope, availability and types of services, location and hours of services, and quality of care audit procedures. The recommended policies will assist the Health Department and the Board of Commissioners to implement the objectives set out in Article III of these Bylaws.

G. Grants

The Community Health Center Board shall work with the Health Department and the Board of Commissioners to identify and make application for grant opportunities.

H. Administrative Assistance

The Executive Director shall provide the administrative assistance necessary to fulfill the Community Health Center Board's responsibilities.

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I. Conflict of Interest

No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds, if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee officer or agent or any member of his or her immediate family, his or her partner of an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents or the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to sub-agreements. However, recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employers or agents of the recipients.

Article XI – Fiscal Year

The fiscal year of the Community Health Center Board shall be from October 1 through September 30

Article XII - Order of Business

The order of business of the Community Health Center Board at its regular and annual meetings, unless changed by a majority vote of its members, shall be as follows:

Regular Meeting:

- I. Call to order and roll call
- II. Approval of agenda
- III. Public comment
- IV. Consent agenda
 - Minutes
 - Committee action items
 - Written reports
 - Executive Director
 - Medical Director
 - Dental Director
- V. Old business
- VI. New business
- VII. Public comment
- VIII. Adjournment

Annual Meeting:

- I. Call to order and roll call
- II. Approval of agenda
- III. Public comment
- IV. Consent agenda
 - Minutes
 - Committee action items
 - Written reports
 - Executive Director
 - Medical Director
 - Dental Director
- V. Chairpersons annual report

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- VI. Election of Community Health Center Board Officers
- VII. Old business
- VIII. New business
- IX. Public comment
- X. Adjournment

Article XIII – Amendments

These Bylaws may be amended at a regular meeting of the Community Health Center Board by a two-thirds (2/3) vote of the entire membership of the Community Health Center Board, only after the proposed change has been presented and discussed at a previous regular meeting. Amendments to the Bylaws do not become effective until ratified by the Board of Commissioners, and signed and dated by the Community Health Center Board Chairperson, Executive Director for the Ingham Community Health Centers, and the Board of Commissioners' Chairperson.

Article XIV – Proxy


An absent Community Health Center Board member shall not be allowed to vote by proxy.

Article XV – Parliamentary Authority

The Parliamentary Authority of the Community Health Center Board shall be the *Mason's Manual of Legislative Procedure*.

Conclusion

To the extent that any of the Community Health Center Board Bylaws are contrary to the statutory requirements or Board of Commissioner's authorization, they shall be of no force or effect.



Community Health Center Board Chairperson

10-3-17

Date



Ingham County Board of Commissioner's Chairperson

9/20/17

Date



Executive Director of Ingham Community Health Centers *INTERIM*

10/2/17

Date

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

By: 

Mattis D. Nordfjord

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JULY 23, 2019 REGULAR MEETING

COHL, STOKER & TOSKEY, P.C.
ATTORNEYS AND COUNSELORS
601 NORTH CAPITOL AVENUE
LANSING, MICHIGAN 48933
(317) 372-9000

SHAREHOLDERS
PETER A. COHL
DAVID G. STOKER
BONNIE G. TOSKEY
ROBERT D. TOWNSEND
TIMOTHY M. PERRONE
MATTIS D. NORDFJORD

ASSOCIATES
GORDON J. LOVE
COURTNEY A. GABBARA
SARAH K. OSBURN

OF COUNSEL
RICHARD D. McNULTY

June 29, 2018

Sent Via E-Mail

Anne Scott, Interim Executive Director,
Strategic Project Manager, Community Health Centers
Ingham County Health Department
5656 S. Cedar Street
Lansing, MI 48911

Re: Cooperative Operational Agreement with Ingham Community Health Center
Board - 2018

Dear Ms. Scott:

Attached is an Agreement to be entered into between Ingham County, the Ingham County Health Center Board, and the Health Department, to oversee the implementation of the Section 330 grant, and the operation of the Community Health Centers. This Agreement is an updated continuation of a previous Agreement that expired December 31, 2017. The term of the new Agreement is from January 1, 2018 to December 31, 2018. The County Board of Commissioners approved this Agreement in Resolution #18-278 (copy enclosed).

If the attached Agreement is satisfactory, you may after printing off a minimum of two copies proceed to obtain the signatures necessary for their execution. While obtaining the necessary signatures, ensure that the parties signing insert the date of signing in the spaces provided on the signature pages. In compliance with Resolution No. 18-194 passed May 8, 2018, all Agreements must be executed in accordance with the County's Contract Procedures. A copy of the Contract Procedures are attached. Please forward a fully signed copy of the Agreement to our office for our files.

If you have any questions with regard to the attached, do not hesitate to contact me.

Very Truly Yours,

COHL, STOKER & TOSKEY, P.C.


Timothy M. Perrone

TMP/gmk
Enclosures

N:\Client\InghamHealth_Dep\Correspondence\Scott\In re Cooperative Operational Agreement\ 2018.doc

JULY 23, 2019 REGULAR MEETING

ADOPTED – JUNE 26, 2018
AGENDA ITEM NO. 16

Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE EXTENDED COOPERATIVE OPERATIONAL AGREEMENT WITH THE INGHAM COMMUNITY HEALTH CENTER BOARD OF DIRECTORS

RESOLUTION # 18 – 278

WHEREAS, through resolution #15-478, the Cooperative Operational Agreement between the Ingham County Board of Commissioners and the Ingham Community Health Center (ICHC) Board of Directors was extended through December 31, 2017; and

WHEREAS, as a Health Center Program Grantee of the U.S. Department of Health and Human Services' Health Resources and Services Administration (HRSA), Ingham County Health Department (ICHD) is required by Section 330 of the Public Health Services (PHS) Act to maintain a governing board of which the majority are being served by the center, and who as a group demographically represent the population receiving health care from the center; and

WHEREAS, as a public entity, ICHD fulfills this requirement with a co-applicant board, the Ingham County Community Health Center Board of Directors; and

WHEREAS, when two boards exist, each board's responsibilities must be specified in writing so that responsibilities for carrying out the governing functions are clearly understood; and

WHEREAS, ICHD fulfills the requirement through a Cooperative Operational Agreement with the Community Health Center Board of Directors; and

WHEREAS, the ICHC Board of Directors functions must, at a minimum, include the following:

- Hold monthly meetings;
- Reach approval of the health center grant application and budget;
- Oversee selection/dismissal and performance evaluation of the health center Executive Director;
- Select services to be provided and health center hours of operations;
- Measure and evaluate the organization's progress in meeting its annual and long-term program and financial goals and develop plans for the long-range viability of the organization by engaging in strategic planning, review the organization's mission and bylaws, evaluate patient satisfaction, and monitor organizational assets and performance; and
- Establish general policies for the health center.

WHEREAS, in order to maintain compliance as a HRSA grantee, an updated agreement must be established; and

WHEREAS, the current Cooperative Operational Agreement ends December 31, 2017; and

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WHEREAS, the ICHC Board of Directors must have established Bylaws in order to ensure compliance with federal statute and program requirements as stipulated by Section 330 of the Public Health Services Act, which are included as an attachment to the Cooperative Operational Agreement; and

WHEREAS, the Bylaws of the ICHC Board of Directors were recently revised, and these revisions must also be approved and adopted by the Ingham County Board of Commissioners; and

WHEREAS, the ICHC Board of Directors recommends that the terms of the current Cooperative Operational Agreement be extended for the term of one year; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize the extension of the Cooperative Operational Agreement for one year, effective January 1, 2018 through December 31, 2018.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes the extension of the Cooperative Operational Agreement with ICHC Board of Directors for one year, effective January 1, 2018 through December 31, 2018.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners approve the attached revised bylaws developed by the ICHC Board of Directors.

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.

HUMAN SERVICES: Yeas: Banas, Nolan, Koenig, Louney

Nays: None Absent: Tennis, Sebolt, Naeyaert Approved 06/18/2018

JULY 23, 2019 REGULAR MEETING

**APPROVED - MAY 8, 2018
AGENDA ITEM NO. 3**

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO REVISE THE INGHAM COUNTY CONTRACTS PROCEDURE

RESOLUTION # 18 – 194

WHEREAS, Ingham County enters into hundreds of agreements each year with federal, state, and local governments, vendors, and agencies; and

WHEREAS, it is advisable to evaluate established procedures and guidelines for the execution and processing of contracts so that a standardized practice may be used by each department; and

WHEREAS, MCL 46.5 requires that agreements entered into by the Ingham County Board of Commissioners be deposited with the Ingham County Clerk.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the attached Contracts Procedure as revised.

BE IT FURTHER RESOLVED, that the County Clerk shall provide a copy of this resolution and the revised Contracts Procedure to all elected officials and department heads once adopted.

**COUNTY SERVICES: Yeas: Nolan, Sebolt, Grebner, Celentino, Hope, Maiville, Naeyaert
Nays: None Absent: None Approved 05/01/2018**

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Contract Procedures

MCL 46.5 requires that executed contracts be deposited with the County Clerk. To assure that appropriate contractual documents are prepared, executed and recorded, the following procedures shall be implemented:

Execution of Contracts

After approval by the Board of Commissioners, resolutions and contract authorization forms are submitted to the County Attorney's Office at which time a contract is prepared. The contract is approved as to form by the County Attorney and forwarded to the department requesting the agreement. The contract authorization form can be used for agreements \$5,000 and under.

The department shall submit two hard copies of the agreement that were signed by the vendor and County Attorney, along with the resolution or signed contract authorization form authorizing the agreement, to the Board of Commissioners' Office for County signatures. Two hard copies of the contracts must be submitted to the Board of Commissioners' Office for signature. Signatures must be obtained through the Board of Commissioners' Office.

The Board Chairperson is the only authorized signatory for the County of Ingham unless others are authorized to sign by Board resolution. The Vice-Chairperson is authorized to sign in the Board Chairperson's absence.

The Board of Commissioners' Office shall submit the two signed hard copies of the agreement, along with an equal number of copies of the resolution or signed contract authorization form authorizing the agreement, to the County Clerk's Office.

The County Clerk's Office shall assign a file number and append said information to the first page of the agreements. The County Clerk shall sign the agreements to acknowledge that an original agreement has been filed with County Clerk, the appropriate resolution or signed contract authorization form has been included with that original, and a file number has been assigned and appended to the agreement(s). The Chief Deputy County Clerk is authorized to sign in the absence of the County Clerk. This will be accomplished within 5 business days after receipt by the County Clerk's Office.

Once the contract documents are completely executed, the County Clerk's Office shall make sure any blank dates in the contract are filled in. The County Clerk's Office shall file one original agreement and submit any additional originals or copies to the appropriate department. Upon receipt of copies from the Clerk's Office, each department shall enter the file number into MUNIS.

JULY 23, 2019 REGULAR MEETING

Distribution of Contracts

The requesting department is responsible for duplicating and distributing the fully executed contracts, including all exhibits and attachments, along with the resolution or contract authorization form for distribution as follows:

Director of Financial Services (electronic copy)
County Attorney (electronic copy)

Regarding Agreements Signed Electronically

In the event a contract is signed electronically, for example with the State of Michigan, it is the responsibility of the department to submit to the County Clerk's Office, in paper format, one fully executed agreement and one copy of the authorizing resolution or signed contract authorization form for filing.

The County Clerk's Office shall otherwise take the same steps as outlined in Execution of Contracts above.

Contract Expiration

It is up to each department to monitor expiration dates of contracts that involve their departments to determine if the agreement needs to be renewed or if the services are no longer necessary. If the contract needs to be renewed, a resolution renewing the agreement should be scheduled before the appropriate Liaison Committee and the Board of Commissioners' before the expiration of the agreement.

JULY 23, 2019 REGULAR MEETING

**ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 38**

Introduced by the Law & Courts Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO HONOR LIEUTENANT STEVEN SOPOCY
OF THE INGHAM COUNTY SHERIFF'S OFFICE**

RESOLUTION # 19 – 319

WHEREAS, Lieutenant Steven Sopocy has been a distinguished member of the Law Enforcement Community since 1994; and

WHEREAS, Lieutenant Steven Sopocy began his career with the Ingham County Sheriff's Office as a Deputy Sheriff in 1994, and from 1994 to 2001, Lieutenant Sopocy served the Sheriff's Office in the Traffic Unit, Training Division, Field Services Division and Delhi Division of the Sheriff's Office; and

WHEREAS, in 2001, Steven Sopocy was promoted to the rank of Detective where he worked major cases such as the Ricky Holland homicide; and

WHEREAS, in 2007, Steven Sopocy was promoted to the rank of Sergeant where until 2011 he served as Field Services Supervisor and Detective Bureau supervisor; and

WHEREAS, in 2011, Lieutenant Steven Sopocy was promoted to the rank of Lieutenant where he supervised all areas of the jail in the Corrections Division and also all road patrol operations in the Field Services Division; and

WHEREAS, during his 25 year career in Law Enforcement, Lieutenant Sopocy served as a Firearms Instructor and Accident Investigator for the Ingham County Sheriff's Office; and

WHEREAS, during his long distinguished career serving the citizens of Ingham County, Lieutenant Sopocy served at the highest level of professionalism and dedication, setting the standard for other Law Enforcement professionals in the Capital Area; and

WHEREAS, during his law enforcement career, Lieutenant Sopocy has been recognized numerous times for performance that improved the lives of citizens and the reputation of this organization; and

WHEREAS, after 25 years of dedicated service to the citizens of Ingham County, Lieutenant Steven Sopocy is retiring from his law enforcement career on September 1, 2019.

THEREFORE IT BE RESOLVED, that the Ingham County Board of Commissioners hereby honors Lieutenant Steven Sopocy for 25 years of dedicated police service to the citizens of Ingham County and the great State of Michigan while wishing him continued success in all of his future endeavors.

JULY 23, 2019 REGULAR MEETING

LAW & COURTS: Yeas: Koenig, Slaughter, Celentino, Crenshaw, Polsdofer, Trubac, Schafer
Nays: None **Absent:** None **Approved 07/11/2019**

Commissioner Koenig moved to adopt the resolution. Commissioner Maiville supported the motion.

The motion carried unanimously. Absent: Commissioners Naeyaert and Schafer.

Commissioner Koenig read the resolution.

Sheriff Scott Wriggelsworth stated that Lieutenant Sopocy was one of the most caring and compassionate men that he has ever met in his life and recounted his relationship with the family of Deputy Grant Whitaker. He further stated that Lieutenant Sopocy lived in Gratiot County but never missed anything off-duty.

Sheriff Wriggelsworth stated that Lieutenant Sopocy was recently named the Undersheriff in Gratiot County, He further state that his leaving was a huge loss to Ingham County but a huge gain for Gratiot County.

Lieutenant Steven Sopocy thanked Ingham County and stated that he knew after his first day with the Sheriff's Department that he would retire from Ingham County. He further stated that the opportunities that Ingham County afforded him were nothing short of amazing.

Lieutenant Sopocy stated that the Wriggelsworth family had been wonderful to him. He further stressed the importance of supporting each other and being part of a law enforcement family.

Lieutenant Sopocy thanked the Commissioners for their support.

JULY 23, 2019 REGULAR MEETING

**ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 39**

Introduced by the Law & Courts Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO ADOPT AN ORDINANCE AMENDING THE INGHAM COUNTY ANIMAL
CONTROL ORDINANCE TO PERMIT KEEPING CHICKENS IN NON-AGRICULTURAL AREAS**

RESOLUTION # 19 – 320

WHEREAS, the Ingham County Animal Control Ordinance was adopted by the Board of Commissioners on September 18, 1972, and has subsequently been amended; and

WHEREAS, under the Ordinance, as amended, livestock and poultry are generally prohibited from non-agricultural areas within the County; and

WHEREAS, some local jurisdictions permit the keeping of a limited number of chickens on residential land in urban areas.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners shall adopt the Ordinance Amending the Ingham County Animal Control Ordinance, attached and incorporated by reference as Exhibit 1 to this Resolution, expressly permitting the keeping of up to five hens on one- or two-family residential properties, under certain conditions, unless otherwise prohibited or regulated by local ordinances or private land use restrictions.

BE IT FURTHER RESOLVED, that an updated version of the Ingham County Animal Control Ordinance, as amended, will be compiled and published in hard copy and on the County's internet website.

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

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

LAW & COURTS: Yeas: Koenig, Slaughter, Celentino, Crenshaw, Polsdofer, Trubac, Schafer
Nays: None **Absent:** None **Approved 07/11/2019**

Commissioner Koenig moved to adopt the resolution. Commissioner Slaughter supported the motion.

Commissioner Tennis asked what the resolution changed.

Commissioner Koenig stated that the resolution did not change anything and that it was just not properly published when it originally passed.

JULY 23, 2019 REGULAR MEETING

Commissioner Trubac proposed the following amendments to the ordinance:

Section 2 (a) No livestock or poultry shall be owned, kept, possessed, harbored or kept charge of within the boundaries ~~or~~ **of** any non-agricultural area within Ingham County except as such places are provided for shipping said livestock or poultry.

AND

Section 2 (b)(iv) All feed and other items associated with the keeping of chickens that are likely to attract or to become infested with or infected by rats, mice, or other rodents, shall be protected so as to prevent rats, mice, or other rodents from gaining access to or coming into ~~contact~~ **contact** with them.

Commissioner Koenig supported the amendments.

These were considered friendly amendments.

The motion carried unanimously by roll call vote. Absent: Commissioners Naeyaert and Schafer.

INGHAM COUNTY BOARD OF COMMISSIONERS

ORDINANCE AMENDING THE INGHAM COUNTY ANIMAL CONTROL
ORDINANCE TO PERMIT KEEPING CHICKENS IN NON-AGRICULTURAL AREAS

ORDINANCE NO. _____

An Ordinance to amend the Ingham County Animal Control Ordinance to permit the keeping of chickens in non-agricultural areas of the County.

THE PEOPLE OF THE COUNTY OF INGHAM, MICHIGAN, DO ORDAIN:

Section 1. Purpose and Authority. Deeming it advisable in the interest of the citizens of Ingham County, as authorized by Act 339 of 1919, as amended, being Section 287.261 *et seq.*, of the Michigan Compiled Laws, the County of Ingham, Michigan, adopts this Ordinance amending the Ingham County Animal Control Ordinance.

Section 2. Amendment. Article VIII of the Ingham County Animal Control Ordinance, entitled Prohibition of Livestock or Poultry in Non-Agricultural Areas, is amended to read as follows:

- (a) No livestock or poultry shall be owned, kept, possessed, harbored or kept charge of within the boundaries of any non-agricultural area within Ingham County except as such places are provided for shipping said livestock or poultry.
- (b) Notwithstanding paragraph (a), and unless expressly prohibited or regulated by a city, village or township ordinance, or private property restriction, chickens may be owned, kept, possessed, harbored, and kept charge of within the boundaries of any non-agricultural area within Ingham County, under the following conditions:
 - (i) No more than five (5) hens may be kept on any one- or two-family residential property, and no roosters shall be allowed;
 - (ii) Chickens must be kept in an enclosure so constructed or repaired as to keep the chickens confined on the owner's property, and to prevent rats, mice, or other rodents from being harbored underneath, within, or within the walls of the enclosure;
 - (iii) A covered enclosure or fenced enclosure shall not be located closer than 10 feet from the property line of any adjacent property, nor closer than 40 feet from any residential structure on an adjacent property, unless the adjacent property owner consents in writing;

JULY 23, 2019 REGULAR MEETING

- (iv) All feed and other items associated with the keeping of chickens that are likely to attract or to become infested with or infected by rats, mice, or other rodents, shall be protected so as to prevent rats, mice, or other rodents from gaining access to or coming into contact with them.
- (v) No person shall slaughter any chickens.

Section 3. Repeal. All ordinances or parts of ordinances inconsistent herewith are hereby repealed

Section 4. Savings Clause. This Ordinance does not affect rights and duties matured, penalties that were incurred, and proceedings that were begun, before its effective date.

Section 5. Effective Date. This Ordinance Amending the Ingham County Animal Control Ordinance shall take effect when notice of its adoption is published in a newspaper of general circulation in the County.

I, Barb Byrum, Ingham County Clerk, certify that this Ordinance was adopted by the Ingham County Board of Commissioners and published in a newspaper of general circulation in the County on _____.

Barb Byrum, Ingham County Clerk

Ingham County Board of Commissioners

Bryan L. Crenshaw, Chairperson

JULY 23, 2019 REGULAR MEETING

**ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 40**

Introduced by the Law & Courts Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO ADOPT AN ORDINANCE AMENDING THE INGHAM COUNTY ANIMAL
CONTROL ORDINANCE TO DELETE THE PROVISION PROHIBITING BARKING DOGS**

RESOLUTION # 19 – 321

WHEREAS, the Ingham County Animal Control Ordinance was adopted by the Board of Commissioners on September 18, 1972, and has subsequently been amended; and

WHEREAS, Article IX, Section 1(f) of the Ingham County Animal Control Ordinance, as amended, currently states:

“Section 1. The owner of any dog shall be deemed in violation of this Ordinance and subject to the penalties set forth in Article X if:

(f) The owner’s dog which, by loud and frequent barking, howling or yelping, is a nuisance in the neighborhood in which said dog is kept, possessed or harbored;”

WHEREAS, Article IX, Section 1(f) of the Ingham County Animal Control Ordinance is an unnecessary provision in the ordinance, as local law enforcement agencies already address noise and nuisance complaints; and

WHEREAS, Ingham County Animal Control, which responds to an average of 8,000 complaints annually, is unable to address barking dog complaints due to limited resources; and

WHEREAS, Ingham County Animal Control prioritizes complaints based on imminent danger to citizens and animals to ensure public safety; and

WHEREAS, the Ingham County Animal Control is unable to respond to low priority complaints due to call volume.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners shall adopt the Ordinance Amending the Ingham County Animal Control Ordinance, attached and incorporated by reference as Exhibit 1 to this Resolution, to delete the provision in Article IX, Section 1(f) in its entirety, and to renumber Section 1(g) as a new Section 1(f).

BE IT FURTHER RESOLVED, that an updated version of the Ingham County Animal Control Ordinance, as amended, will be compiled and published in hard copy and on the County’s internet website.

JULY 23, 2019 REGULAR MEETING

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

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

LAW & COURTS: Yeas: Koenig, Slaughter, Celentino, Crenshaw, Trubac

Nays: Polsdofer, Schafer **Absent:** None **Approved 07/11/2019**

Commissioner Koenig moved to adopt the resolution. Commissioner Slaughter supported the motion.

Commissioner Trubac proposed the following amendment to the ordinance:

Section 2. Section 1(e) The owner's dog shows vicious habits and ~~moles~~ **harasses** passers-by when such persons are lawfully on the public highway or right-of-way;

Chairperson Crenshaw consulted legal counsel.

Peter Cohl, County Attorney, stated that the language in the ordinance mirrored State statute.

Commissioner Trubac withdrew the amendment.

Commissioner Maiville stated that, as a rural Commissioner, he would like to see to see the barking dog language stay in the ordinance. He further stated that he would be voting no.

Commissioner Morgan asked Commissioner Maiville to expand on his reasoning.

Commissioner Maiville stated that while the ordinance referenced local units having noise and nuisance ordinances of their own to address the issue, he did not believe that was always the case for all rural communities.

Commissioner Sebolt stated that he also intended to vote no because he personally believed that barking was a sign of distress and that Animal Control needed to be contacted.

Commissioner Koenig stated that the Board of Commissioners passed this a long time ago and it was never published. She further stated that at that time Animal Control recognized that they could not respond to the volume of barking complaints and so that duty was transferred to other jurisdictions who could more adequately respond to noise complaints.

Commissioner Koenig stated that the intent was to help the public understand that Animal Control could not respond to noise complaints and that they were better served calling their local unit of government.

Commissioner Sebolt stated that he wanted to note that this was the third instance in approximately one year where an Animal Control ordinance was not properly noticed.

JULY 23, 2019 REGULAR MEETING

Commissioner Grebner stated that for the past few years everyone has operated as if there was no barking dog provision in the ordinance. He further stated that he had not noticed a great public demand for a barking dog ordinance.

Commissioner Tennis stated that the Board of Commissioners originally changed the ordinance because Animal Control did not have the staff to respond to noise complaints. He further stated that Animal Control would absolutely still do welfare checks.

The motion carried by roll call vote. **Yeas:** Celentino, Grebner, Koenig, Slaughter, Stivers, Tennis, Trubac, Crenshaw **Nays:** Maiville, Morgan, Polsdofer, Sebolt **Absent:** Naeyaert, Schafer

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JULY 23, 2019 REGULAR MEETING

INGHAM COUNTY BOARD OF COMMISSIONERS

**ORDINANCE AMENDING THE INGHAM COUNTY ANIMAL CONTROL
ORDINANCE TO DELETE THE PROVISION PROHIBITING BARKING DOGS**

ORDINANCE NO. _____

An Ordinance to amend the Ingham County Animal Control Ordinance to delete the provision prohibiting barking dogs.

THE PEOPLE OF THE COUNTY OF INGHAM, MICHIGAN, DO ORDAIN:

Section 1. Purpose and Authority. Deeming it advisable in the interest of the citizens of Ingham County, as authorized by Act 339 of 1919, as amended, being Section 287.261 *et seq.*, of the Michigan Compiled Laws, the County of Ingham, Michigan, adopts this Ordinance amending the Ingham County Animal Control Ordinance.

Section 2. Amendment. Article IX of the Ingham County Animal Control Ordinance, entitled Enumeration of Certain Violations and Procedure Therefor, is amended by the deletion of Article IX, Section 1(f) prohibiting barking dogs, and the renumbering of Section 1(g) as a new Section 1(f), such that Article IX, Section 1 shall read as follows:

Section 1. The owner of any dog shall be deemed in violation of this Ordinance and subject to the penalties set forth in Article X if:

(a) The owner's dog, regardless of age, licensed or unlicensed, wearing a collar or not wearing a collar, runs at large, provided, however, that a dog engaged in hunting need not be leashed when under the reasonable control of its owner;

(b) The owner's dog, regardless of age, and whether, licensed or unlicensed, wearing a collar or not wearing a collar, except a leader dog for a blind person, a hearing impaired dog for a deaf or audibly impaired person, or a service dog for a physically limited person which is accompanied by its owner, to be within the confines of any public park when such park, by appropriate designation at its entrance, prohibits dogs;

(c) The owner's dog, at any time, whether licensed or unlicensed, destroys property, real or personal, or trespasses in a damaging way on property of persons other than the owner;

(d) The owner's dog or other animal at any time, licensed or unlicensed, attacks or bites a person;

(e) The owner's dog shows vicious habits and molests passers-by when such persons are lawfully on the public highway or right-of-way;

JULY 23, 2019 REGULAR MEETING

(f) Any livestock or poultry to run at large unaccompanied by its owner upon the premises of another or upon any public street, lane, alley or other public ground in the county unless otherwise specifically allowed.

Section 3. Repeal. All ordinances or parts of ordinances inconsistent herewith are hereby repealed

Section 4. Savings Clause. This Ordinance does not affect rights and duties matured, penalties that were incurred, and proceedings that were begun, before its effective date.

Section 5. Effective Date. This Ordinance Amending the Ingham County Animal Control Ordinance shall take effect when notice of its adoption is published in a newspaper of general circulation in the County.

I, Barb Byrum, Ingham County Clerk, certify that this Ordinance was adopted by the Ingham County Board of Commissioners and published in a newspaper of general circulation in the County on _____.

Barb Byrum, Ingham County Clerk

Ingham County Board of Commissioners

Bryan L. Crenshaw, Chairperson

JULY 23, 2019 REGULAR MEETING

**ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 41**

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE AN EXTENDED POLICE SERVICES AGREEMENT WITH
THE VILLAGE OF WEBBERVILLE COVERING THE PERIOD OF
JANUARY 1, 2020 THROUGH DECEMBER 31, 2023**

RESOLUTION # 19 – 322

WHEREAS, the Ingham County Sheriff's Office and the Village of Webberville wish to extend the current agreement for law enforcement services; and

WHEREAS, the Village of Webberville, Sheriff's Office and the Controller's Office have negotiated a draft agreement which covers a four year period, beginning January 1, 2020 and ending December 31, 2023; and

WHEREAS, the Village of Webberville has contracted with Ingham County for Law Enforcement Services through the Sheriff's Office since 1994; and

WHEREAS, the Village of Webberville wishes to continue their 80 hours of guaranteed service per week for the upcoming fiscal years.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves a four year extension of the contract with the Village of Webberville for a period covering January 1, 2020 through December 31, 2023 for the sum of:

- 1/1/2020 – 12/31/2020 \$300,555.00
- 1/1/20/21 – 12/31/2021 \$309,135.00
- 1/1/2022 – 12/31/2022 \$317,948.00
- 1/1/2022 – 12/31/2023 \$327,043.00

Four year total: \$1,254,681.00

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Controller / Administrator to make any necessary budget adjustments in the Ingham County Sheriff's Office 2020 – 2023 Budgets.

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

LAW & COURTS: Yeas: Koenig, Slaughter, Celentino, Crenshaw, Polsdofer, Trubac, Schafer
Nays: None **Absent:** None **Approved 07/11/2019**

JULY 23, 2019 REGULAR MEETING

FINANCE: Yeas: Grebner, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None **Absent:** Morgan **Approved 07/17/2019**

Adopted as part of a consent agenda.

JULY 23, 2019 REGULAR MEETING

**ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 42**

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO ADOPT THE 2020 JUVENILE JUSTICE
COMMUNITY AGENCY PROCESS CALENDAR**

RESOLUTION # 19 – 323

WHEREAS, a Juvenile Justice Millage was originally approved by the voters of Ingham County in November of 2002 and subsequently renewed, for the purpose of funding an increase to Ingham County's capacity to detain and house juveniles who are delinquent or disturbed, and to operate new and existing programs for the treatment of such juveniles; and

WHEREAS, the Ingham County Board of Commissioners wishes to adopt a resolution to establish the 2020 Juvenile Justice Community Agency Process and to reserve Juvenile Justice Millage funds in the amount of \$125,000 for this purpose.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby adopts the attached 2020 Juvenile Justice Community Agency Process Calendar to establish time lines for the process.

LAW & COURTS: Yeas: Koenig, Slaughter, Celentino, Crenshaw, Polsdofer, Trubac, Schafer
Nays: None **Absent:** None **Approved 07/11/2019**

FINANCE: Yeas: Grebner, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None **Absent:** Morgan **Approved 07/17/2019**

Adopted as part of a consent agenda.

JULY 23, 2019 REGULAR MEETING

2020 JUVENILE JUSTICE COMMUNITY AGENCY PROCESS CALENDAR

July 23, 2019	The Board of Commissioners adopts the 2020 Juvenile Justice Community Agency Process Calendar Resolution.
July 24, 2019	A press release is prepared announcing the availability of Juvenile Justice Community Agency funds and invites community organizations to submit an application. The application deadline is August 20, 2019 at 5:00pm.
August 23, 2019	The Controller's Office prepares a summary of the Juvenile Justice Community Agency applicants and forwards the summary to the County Attorney's Office to ensure that the agency's proposed purposes are legal under Michigan Law and comply with the intent of the Juvenile Justice Millage.
September 23, 2019	A Juvenile Justice Community Agency notebook is prepared by the Controller/Administrator's Office. The notebook includes all agencies who submitted applications for review by the Law & Courts Committee. (Notebook is distributed at the September 24, 2019 Board of Commissioners' Meeting)
September 26, 2019	The Law & Courts Committee reviews the Juvenile Justice Community Agency applications and makes recommendations for funding. Juvenile Justice Community Agency applicants are invited to attend the Law & Courts Committee meeting. The Law & Courts Committee makes their recommendations by resolution to the Finance Committee.
October 2, 2019	The Finance Committee approves the resolution for Juvenile Justice Community Agency funding to the Board of Commissioners.
October 8, 2019	The Board of Commissioners authorizes a resolution for the 2020 Juvenile Justice Community Agency grant awards.
October 11, 2019	The Juvenile Justice Community Agency applications are sent to the County Attorney's Office for contract preparation.
October 11, 2019	Juvenile Justice Community Agencies are notified of the County grant award and informs the agency that a County contract will be forthcoming in December.
December 2019	Contracts are received from the County Attorney's Office and mailed to the Juvenile Justice Community Agencies for appropriate signatures. When the contracts are mailed, a request is made to agencies to mail their Certificate of Insurances and a Revised Scope of Services if the grant award is different than the original requested amount.
January 2020	Fifty percent of the grant award is sent to the Juvenile Justice Community Agency upon receipt of the agency's signed contract and the appropriate documentation as listed above.
July 10, 2020	The Juvenile Justice Community Agencies send in their first six month report to the Controller's Office and upon review by staff, a check for the remaining portion of the grant is sent to the agency.

JULY 23, 2019 REGULAR MEETING

**ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 43**

Introduced by the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION PROVIDING ACCESSIBILITY TO AUDIO RECORDINGS OF BOARD OF
COMMISSIONERS' MEETINGS ON THE INGHAM COUNTY WEBSITE**

RESOLUTION # 19 – 324

WHEREAS, every citizen of Ingham County has a right to access to government meetings and public records as prescribed by state law; and

WHEREAS, an open and accessible government is vital to establishing and maintaining the people's trust and confidence in Ingham County government and in the County's ability to effectively serve its citizens; and

WHEREAS, the Ingham County Board of Commissioners is committed to openness and transparency; and

WHEREAS, the County Clerk's office produces audio recordings of all County Board of Commissioners meetings, including meetings of committees and subcommittees; and

WHEREAS, these recordings, except for closed sessions, are available to citizens, journalists and other interested parties upon request; and

WHEREAS, it may be inconvenient for some interested parties to have to make a special request each time they want access to a recording of a public meeting; and

WHEREAS, in this modern digital age, audio recordings can and should be made as readily available online as meeting minutes, agendas, informational packets, etc.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners respectfully requests that the County Clerk upload all County Board of Commissioners meetings, except for recordings of closed sessions, to the County's website, in order to provide easy, convenient access for any interested parties.

Adopted as part of a consent agenda.

JULY 23, 2019 REGULAR MEETING

**ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 44**

Introduced by the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AMENDING RESOLUTION #06-184 TO AUTHORIZE
PER DIEMS FOR FAIR BOARD MEMBERS VOLUNTEERING TO WORK WORKING DURING
FAIR WEEK**

RESOLUTION # 19 – 325

WHEREAS, the Ingham County Board of Commissioners has adjusted compensation for various appointed boards and commissions per Resolution #19-175; and

WHEREAS, Resolution #06-184 authorized per diems for Fair Board members who volunteer for shifts during Fair Week; and

WHEREAS, it is necessary to adjust the per diem payments in accordance with Resolution #19-175.

THEREFORE BE IT RESOLVED, that Fair Board members will receive a per diem of \$75 for an 8 hour volunteer shift worked during Fair Week or \$37.50 for a 4 hour volunteer shift.

BE IT FURTHER RESOLVED, that for the 2019 Fair only, the Fair Board President will receive a per diem of \$300 for each full day spent volunteering during Fair Week, or \$150 for a half day due to the need for additional operational support for the 2019 Fair.

Adopted as part of a consent agenda.

JULY 23, 2019 REGULAR MEETING

SPECIAL ORDERS OF THE DAY

Commissioner Slaughter moved to appoint Mary Hauser to the Potter Park Zoo Board and Stephanie Thomas to the Parks and Recreation Board. Commissioner Celentino supported the motion.

The motion carried unanimously. Absent: Commissioners Naeyaert and Schafer.

PUBLIC COMMENT

Mr. Pena stated that he wanted to invite anyone who would like to attend, to a Ward 1 Candidate Debate on Thursday, July 25, 2019 at 6:30 p.m., at 215 North Capitol Avenue, in Lansing.

COMMISSIONER ANNOUNCEMENTS

Commissioner Tennis thanked Chairperson Crenshaw for recognizing Nay Thornhill during the moment of silence earlier in the meeting. He read a letter, written by his business partner, Ben Bodkin, memorializing Nay Thornhill.

Chairperson Crenshaw thanked Commissioner Tennis for his comments and stated that Nay Thornhill touched many lives, including his own.

Commissioner Maiville stated that Fair Week was next week and that he would be making breakfast for the 4-H Club, 8:30-9:30 a.m., Monday through Friday, if any staff or colleagues wanted to stop by.

Commissioner Maiville stated that Sobriety Court was holding Graduation next Tuesday at 3 p.m., at Mason City Hall.

Commissioner Slaughter stated that he attended a kick-off meeting to look at the census. He further stated that Sam Singh was leading the efforts in Lansing and gave ideas to help ensure the population was accurately reported.

Chairperson Crenshaw stated that tomorrow was the Ingham Academy graduation at 2 p.m., at the Family Center on Holmes Road. He further stated that the Garden Gala tickets were sold out, but if anyone was interested in attending the VIP dinner, to let Becky Bennett know.

CONSIDERATION AND ALLOWANCE OF CLAIMS

Commissioner Morgan moved to pay the claims in the amount of \$28,138,686.35. Commissioner Slaughter supported the motion.

The motion carried unanimously. Absent: Commissioners Naeyaert and Schafer.

ADJOURNMENT

The meeting was adjourned at 7:06 p.m.

August 5 2019

Dear Mrs Blackstock

I Donald Caswell am resigning my
Position of the board member, Due to
Other actitivety. I will be busy on
Other projects that will take up my
Time. I enjoyed being on the board
And helping others veterans.

Sincerely

Donald Caswell

A handwritten signature in cursive script that reads "Donald J. Caswell". The signature is written in dark ink and is positioned below the printed name.

Bennett, Becky

From: Todd, LaVella
Sent: Tuesday, August 13, 2019 10:34 AM
To: Bennett, Becky
Cc: Todd Heywood; Jennifer Hanna; Sam Inglot; Scott, Anne
Subject: FW: Board resignation

Importance: High

Hi Becky,

Please see this email's thread containing the ICHC Board resignation of Ramona Borowicz, effective 8/13/19.

Thank you,

LaVella Todd

Executive Assistant

Ingham Community Health Centers

Office: (517) 867-4647 • Fax: (517) 244-7172

Website: hd.ingham.org/chc



Disclaimer:

This electronic message, including any attachments, is confidential and intended solely for use of the intended recipient(s). This message may contain information that is privileged or otherwise protected from disclosure by applicable law. Any unauthorized disclosure, dissemination, use or reproduction is strictly prohibited. If you have received this message in error, you must delete it permanently and notify the sender immediately.

From: Ramona Borowicz [<mailto:borowiczmona@gmail.com>]

Sent: Tuesday, August 13, 2019 10:27 AM

To: Scott, Anne; Todd Heywood; Todd, LaVella

Subject: Board resignation

Good morning,

Please regard this email as my official notice of resignation from the ICHC Board of Directors.

I have decided to take my life in a new direction and accepted a position at Oakland University in Rochester, MI.

Thank you for allowing me this opportunity! It was a wonderful learning experience, and I wish you well.

Kind regards.,

Ramona Borowicz



August 18, 2019

Ingham County Board of Commissioners

Attn. Becky Bennett, Director

PO Box 319

Mason MI 48854

Dear Commissioners:

After much heartfelt thought, I have decided to resign from my position as 4-H Liaison to the Fair Board effective immediately.

There are many personal reasons helping me make this difficult decision, but I feel it is the best decision, at this time, for my family and I.

It has been an honor being selected as 4-H Liaison and working on the Board. I wish the Fair and the Grounds all the best. I truly believe Ingham County has the best fair in Michigan, thanks in part to all the volunteers involved.

I look forward to being a visitor of the Ingham County Fair for many years to come.

Sincerely,

Julie Casper

Cc Fair Board & Office



AGENDA ITEM#

4

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF HEALTH AND HUMAN SERVICES
LANSING

ROBERT GORDON
DIRECTOR

August 7, 2019

Ms. Barb Byrum
County Clerk
Ingham County Board of Commissioners
P.O. Box 179
341 South Jefferson
Mason, MI 48854

Dear Ms. Byrum:

Thank you for your letter of July 24, 2019, regarding the Ingham County Board of Commissioners' resolution urging the removal of Section 928 in Public Act 207 of 2018.

The local match requirement stated in Section 928 results in \$25 million in local match dollars drawing down approximately \$70 million in federal funding to serve those in Michigan's behavioral health system. If Section 928 were removed, the state would need to replace it with General Fund resources.

As you may know, Governor Whitmer proposed that this language remain in her Fiscal Year 2019-2020 budget proposal. The Michigan Senate also retained the current law with minor changes in language, capping the amount of match at the appropriated level. The Michigan House of Representatives similarly included the same language, adding a subsection that recommends a five-year phase out of the local match portion. No final decision regarding this language has been made as budget negotiations continue.

Thank you for taking the time to contact my office regarding your concerns, and I look forward to continued dialogue on this issue.

Sincerely,

Robert Gordon

RG:es


TO: Ingham County Board of Commissioners
FROM: Teri Morton, Deputy Controller
DATE: August 13, 2019
SUBJECT: Affidavits of Publication of Notices of Adoption of Animal Control Ordinance Amendments

Please find attached affidavits of publication of Notices of Adoption of Animal Control Ordinance Amendments as authorized by Resolutions 19-320 (to permit keeping chickens in non-agricultural areas) and 19-321 (to delete the provision prohibiting barking dogs). Both notices appeared in the City Pulse on Wednesday, August 7, 2019.

AFFIDAVIT OF PUBLICATION

I, Skyler Ashley, am a resident of Lansing, County of Ingham, State of Michigan, and do hereby certify, swear or affirm, that I am competent to give the following declaration based on my personal knowledge, unless otherwise stated, and that the following facts are true and correct to the best of my knowledge: That the attached advertisement - CP#19-224 – Ingham County Animal Control Enforcement Ordinance – Ingham County Controller's Office - appeared in City Pulse on Wednesday, August 7, 2019 and that City Pulse satisfies the requirements of 1963 PA 247 MCL 691.1051.

WITNESS my signature this August 7, 2019,



Signature of Declarer

State of Michigan
County of Ingham

This instrument was acknowledged before me on August 7, 2019

By Skyler Ashley



Suzi Smith, Notary Public

My commission expires February 26, 2025

AFFIDAVIT OF PUBLICATION

I, Skyler Ashley, am a resident of Lansing, County of Ingham, State of Michigan, and do hereby certify, swear or affirm, that I am competent to give the following declaration based on my personal knowledge, unless otherwise stated, and that the following facts are true and correct to the best of my knowledge: That the attached advertisement - CP#19-225 - Notice of Adoption of Amendment – Ingham County Controller's Office - appeared in City Pulse on Wednesday, August 7, 2019 and that City Pulse satisfies the requirements of 1963 PA 247 MCL 691.1051.

WITNESS my signature this 7th day of August 2019,



Signature of Declarer

State of Michigan
County of Ingham

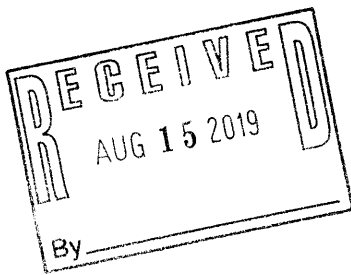
This instrument was acknowledged before me on August 7, 2019

By Skyler Ashley



Suzi Smith, Notary Public

My commission expires February 26, 2025



City of Lansing
Notice of Public Hearing

The Lansing City Council will hold a public hearing on August 26, 2019, at 7:00 p.m. in the City Council Chambers, 10th Floor, Lansing City Hall, Lansing, MI, for the purpose stated below:

To afford an opportunity for all residents, taxpayers of the City of Lansing, other interested persons and ad valorem taxing units to appear and be heard on the approval of Brownfield Plan #76 – Farnum Building Redevelopment Project pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, Public Act 381 of 1996, as amended, for property commonly referred to as 123 West Allegan Street located in the City of Lansing, but more particularly described as:

W 78 FT OF N 34 FT LOT 11 & W 78 FT LOT 12 BLOCK 115 ORIG PLAT.

Approval of this Brownfield Plan will enable the Lansing Brownfield Redevelopment Authority to capture incremental tax increases which result from the redevelopment of the property to pay for costs associated therewith. Further information regarding this issue, including maps, plats, and a description of the brownfield plan will be available for public inspection and may be obtained from Karl Dorshimer – Vice President of Economic Development, Lansing Economic Area Partnership, 1000 South Washington, Suite 201, Lansing, MI 48912, (517) 702-3387.

If you are interested in this matter, please attend the public hearing or send a representative. Written comments will be accepted between 8 a.m. and 5 p.m. on City business days if received before 5 p.m., on the day of the Public Hearing at the City Clerk's Office, Ninth Floor, City Hall, 124 West Michigan Ave., Lansing, MI 48933 or email city.clerk@lansingmi.gov.

Chris Swope, Lansing City Clerk, MMC/CMMC
Chris Swope
City Clerk

Dear Commissioners,

By now, you have received the farce of a resolution submitted by Enbridge with a half-hearted attempt to cause a divide in Michigan regarding their tunnel. Do not fall for it! The people of Michigan have elected legislatures that will shut down Line 5 and stop the tunnel. This tunnel is not in Michigan's best interest and only serves to deepen Enbridge's pockets.

I have fact-checked the resolution and graded it, it failed miserably. Please read the documentation and the links, they are very informative and shows how unreliable Enbridge is.

We have been taught that this is an either-or question. Do we have the raggedy pipeline or the dangerous tunnel? This is incorrect. We do not NEED either. We are switching to renewable energy and will be able to heat the UP, provide good UNION jobs and not damage our beautiful state. Remember it is part of the Michigan Constitution to PROTECT THE GREAT LAKES, and we have failed them.

Vote NO on this resolution, and I am hoping that you will see this farce for what it is and not give it any attention at all. File it in the trash.

Thank you,

A. Pierce

Andrea Pierce

Mother, Sister, Aunt, Grandmother

Federally Registered member of Little Traverse Bay Bands of Odawa Indians

Idle No More Michigan leader, an Indigenous grassroots movement

Chair, Anishinaabek Caucus of the Michigan Democratic Party

attachment: corrected resolution

RESOLUTION

XX-2019

Resolution in Support of Line 5 Tunnel

F

WHEREAS, Enbridge's Line 5 has been operating safely and reliably in Michigan for more than 65 years; and, Line 5 has spilled 33 times and at least 1.1 million gallons along its length since 1968. (<https://www.oilandwaterdontmix.org/problem>)
(https://www.mlive.com/news/2017/04/enbridge_line_5_spill_history.html)

WHEREAS, Enbridge's Line 5, a light crude and natural gas liquids pipeline, sections of Line 5 in the Mackinac Straits are cracked and dented, and a segment on land near the Straits has lost 26% of its original wall thickness. (<https://flowforwater.org/line5/>)

helps to safely meet Michigan's energy needs by fulfilling more than half of the propane needs of the state; and, less than 5-10% of the product is used in Michigan
(<https://www.oilandwaterdontmix.org/problem>)

WHEREAS, the products delivered to regional refineries provide jobs and ultimately fuel our lives; and, They will also bring man camps when out of state pipeline workers come to the northern Tribal nations. (http://www.honorearth.org/man_camps_fact_sheet)

WHEREAS, multiple and extensive inspections and safety tests over the last several years have confirmed the integrity of Line 5 at the Straits of Mackinac as fit for service; and, Line 5 has always been a ticking time bomb. Enbridge has already had the largest oil spill in the world and it was in Michigan. In July of 2010, a ruptured pipeline released up to a million gallons of tar-sands crude oil, contaminating a 20 mile stretch of the Kalamazoo River.
(<https://kalamazooriver.org/learn/what-are-the-problems/oil-spill-2/>)

Recently, there was the anchor strike that took months for the State of Michigan to find out what actually happened. The inside of the pipeline was dented. The inside. Does that tell you how close we came to losing the Great Lakes?
(<https://www.mlive.com/news/grand-rapids/2019/05/video-shows-shocking-aftermath-of-line-5-anchor-strike.html>)

This month we have 81 foot segments, which is in violation of the easement agreement with the State of Michigan of 75 feet (<https://www.detroitnews.com/story/news/local/michigan/2019/08/07/enbridge-unsupported-segment-line-5-has-grown-beyond-75-foot-limit/1948023001/>)

WHEREAS, Enbridge has proposed to invest \$500 million to make a safe pipeline safer by placing a tunnel with one-foot-thick concrete walls 100 feet underground and make the changes of a leak into the Straits virtually zero; and, do not forget the gas and electric pipelines will be enclosed in the tunnel. “ATC does not believe that installing high-voltage electric lines in close proximity to high-pressure oil or gas lines is a good idea,” Tom Finco, the company’s vice president of external affairs, said in an April 30 letter to a group representing five Michigan Indian tribes. (<https://www.freep.com/story/news/local/michigan/2019/05/02/enbridge-line-oil-electric-tunnel-dangerous/3649545002/>)

WHEREAS, consequences to energy supply, local producers, regional airports and refineries, jobs, local economies and the pocketbook of Michiganders across the entire state are too great for Line 5 to be shut down before the tunnel replacement can be completed;

Gov. Whitmer has signed an Executive Order creating the UP Energy Task Force to address these needs. (<https://www.michigan.gov/whitmer/0,9309,7-387-90499-499308--,00.html>)

Clean energy creates jobs, supports local infrastructure development, and provides new opportunities to build thriving economies. While many rural American communities have faced economic challenges, they have also recently experienced incredible growth in wind energy, solar power, and energy efficiency. (<https://www.nrdc.org/sites/default/files/rural-clean-energy-report.pdf>)

WHEREAS, within Grand Traverse and Leelanau counties BATA (Bay Area Transportation Authority) busses run clean emission free propane, a fuel which is transported through Line 5, to offer vehicle life cycle greenhouse (GHG) emissions benefits over conventional fuels,

Traverse City, the county seat is vowing 100% renewable energy by 2020, way before the tunnel will be built. (<https://www.9and10news.com/2019/05/22/traverse-city-switching-to-100renewable-energy/>)

In fact, More than 58 U.S. cities have stepped up to combat climate change and reap the benefits of clean, renewable energy by committing to power their cities with 100% renewable electricity.

In Michigan, Traverse City, Grand Rapids, Ann Arbor, and Northport have committed to 100% goals in the coming decades.

(https://www.environmentalcouncil.org/100_percent_cleanenergy_cities)

WHEREAS, Enbridge has demonstrated a willingness to work with the state to both protect the Great Lakes and ensure the continued safe delivery of energy we all rely on.

Enbridge is being sued all over the United States by Governments that do not want pipelines under our land. When Enbridge does not get their way, they take to the courts. Enbridge is suing the State Of Michigan and by passing this resolution you are siding with the Canadian Corporation, Enbridge and not your state and citizens

(<https://news.bloombergenvironment.com/environment-and-energy/enbridge-sues-to-keep-michigan-oil-and-gas-tunnel-deal-alive>Bad River is suing Enbridge)

(https://madison.com/wsj/news/local/govt-and-politics/wisconsin-tribe-sues-enbridge-to-force-pipeline-removal/article_3b5b4cc1-c195-56ba-9c51-56038e3ae3f6.html)

Enbridge sued a landowner and lost. (<http://www.enbridgesuedus.com/>)

NOW, THEREFORE, BE IT RESOLVED that the Grand Traverse County Board of Commissioners hereby joins with Dickinson County in extending it's support for Enbridge's proposed tunnel replacement project and urges the State of Michigan to work with Enbridge to complete the tunnel project as quickly as possible and not disrupt Line 5 service before the tunnel can be completed; and, The People of Michigan are in litigation with Enbridge Energy, LLC.

(<https://www.reuters.com/article/us-michigan-enbridge-pipeline/michigan-sues-enbridge-in-u-s-seeks-to-shut-oil-pipeline-under-great-lakes-idUSKCNITS2G2>)

If you take Enbridge's side in this battle, you are siding against the People of Michigan. Do you really want to side against your constituents.

Enbridge walked away from talks with Gov. Whitmer and they are now suing the state of Michigan. Again why would you side with a Canadian Corporation that is suing your state government and its people? (<https://news.bloombergenvironment.com/environment-and-energy/enbridge-sues-to-keep-michigan-oil-and-gas-tunnel-deal-alive>)

For more information, please read the Independent Risk Analysis for the Straits Pipelines (https://mipetroleumpipelines.com/sites/mipetroleumpipelines.com/files/document/pdf/Straits_Independent_Risk_Analysis_Final.pdf)

BE IT FURTHER RESOLVED that Grand

Traverse County sends this resolution to all counties of Michigan as an invitation to join in expressing support for increasing the safety of our current energy infrastructure as our society simultaneously seeks energy efficiencies and energy alternatives that will continue to reduce negative impacts and risks to our environment.

It is not in the best interest of the State Of Michigan, Your county, My City or its citizens to pass this resolution. Recall is an option for commissioners that do not side with its constituents.

RESOLUTION

NO: 2019-07-104

LIVINGSTON COUNTY

DATE: July 15, 2019

Resolution Opposing Legislation to Prevent County Commissioner Candidates from Disclosing Their Party Affiliation on Ballots Provided to Michigan Voters – Board of Commissioners

WHEREAS, in his June 24, 2019 address to the Livingston County Board of Commissioner, the Executive Director of the Michigan Association of Counties (MAC), of which Livingston County is a dues paying member, contributing over \$20,000 per year, stated MAC is considering supporting a change to Michigan election law; and

WHEREAS, this change in Michigan law would force candidates for the office of County Commissioner to run as a “non-partisan” candidate and would prohibit said candidates from disclosing their party affiliation on ballots provided to Michigan voters; and

WHEREAS, preventing disclosure of a candidate’s party affiliation needlessly restricts and censors information that Michigan voters have traditionally relied upon to help them select a candidate who shares their values; and

WHEREAS, the proposed change to Michigan election law is not needed as current Michigan law already permits County Commission candidates to withhold information about their party affiliation from being print on ballots provided to Michigan voters; and

WHEREAS, under the current law, Commissioner Candidates are able to run for office without being affiliated with a political party and disclosing their affiliation, by running as an independent candidate.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby support providing Michigan voters with full information about their candidates for County Commissioner, and hereby oppose forcing a candidate for County Commissioner to run as a “non-partisan” candidate.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby instruct Livingston County Administration to transmit copies of this resolution to State Senator Lana Theis, State Representative Ann Bollin, State Representative Hank Vaupel, the Michigan Association of Counties, and all Michigan Counties, within two weeks of the passage of this resolution.

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MOVED:

W. Nakagiri

SECONDED:

D. Helzerman

CARRIED:

Yes (7): W. Nakagiri, D. Helzerman, R. Bezotte, C. Griffith, D. Parker, D. Dolan, and W. Green; No (1): G. Childs; Absent (1): K. Lawrence

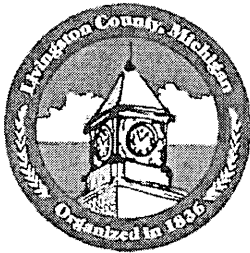
STATE OF MICHIGAN)
) §
COUNTY OF LIVINGSTON)

I, ELIZABETH HUNDLEY, the duly qualified and acting Clerk of the County of Livingston, Michigan do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the County Board of Commissioners at a regular meeting on the 15th day of July, 2019, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereto affixed by official signature on this 29th day of July, 2019, A.D.

Elizabeth Hundley

ELIZABETH HUNDLEY, LIVINGSTON COUNTY CLERK



JULY 24, 2019

TRIAL COURT FUNDING COMMISSION INTERIM REPORT

R E S O L U T I O N

WHEREAS, the County Clerks in Michigan have a constitutional stake in the trial court funding question but were excluded from participation in the Trial Court Funding Commission. The County Clerks have a unique relationship with the courts and a perspective that should be heard when making recommendations for substantial changes.

WHEREAS, the goal of Public Act 65 of 2017 was to create a Trial Court Funding Commission to "review and recommend changes to the trial court funding system in light of *People v. Cunningham*".

WHEREAS, the vast majority of the Interim Report deals with the consolidation of all local court staff and operations under state control but does not solve the funding problems that *Cunningham* created (simply moving collections of fines and costs and payment of court salaries/benefits to the state does not mitigate the fact that we will still not be funded adequately).

WHEREAS, centralized control of our court process does not necessarily serve the best interest of the public. The County Clerks believe that local judges and citizens are better served by local custodial control. It has been proven to be a more responsive method of serving their needs.

WHEREAS, research of other state-funded court systems has shown that state funding creates a culture of complacency that tolerates delay. Accountability is removed from the local level and placed in the hands of bureaucrats in state government who are less connected to the people.

WHEREAS, we are concerned that transferring funding to state control would tether the judicial branch to the short-term whims of the legislative and executive branches even more than they exist already. In the event of a lack of state funding (government shutdown) this process would also force the shutdown of the court system, resulting in constitutional violation of due process.

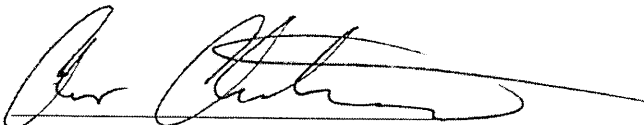
WHEREAS, it is critical to note that the finding of 46th Circuit Trial Court v. County of Crawford, 2006:143 states directly: "In order for the judicial branch to carry out its constitutional responsibilities as envisioned by the Constitution of 1963, art3, SS 2, the judiciary cannot be totally beholden to legislative determinations regarding its budgets."

WHEREAS, this Interim Report recommends altering the Michigan Constitution to provide that circuit court clerks are employed by the court and under the supervision of state government rather than the County Clerk.

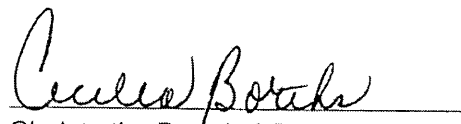
WHEREAS, County Clerks serve a critical role in the judicial system. They are constitutionally mandated to ensure the integrity of the records and protecting the best interests of our citizens. Removing County Clerks from the picture would serve as substantial disruption to the purpose that we serve.

NOW, THEREFORE, BE IT RESOLVED, the Charlevoix County Board of Commissioners are opposed to the Trial Court Funding Commission Interim Report dated April 8, 2019. We believe that it is imperative to maintain local control and accountability because that is how our constituents are best served. We strongly oppose this Interim Report and possible pending legislation and encourage the other 82 Michigan counties to join us.

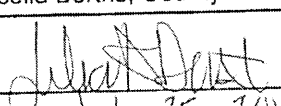
BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to Governor Gretchen Whitmer, Senator Wayne Schmidt, Representative Triston Cole, the Michigan Association of Counties and the other 82 Michigan Counties.



Chairman of the Board



Clerk to the Board of Commissioners

CERTIFIED	
Cecelia Borths, County Clerk	
DEPUTY	DATE
	July 15, 2019

**KALKASKA COUNTY BOARD OF COMMISSIONERS
RESOLUTION NO. 2019-35
SUPPORTING THE CARO CENTER IN TUSCOLA COUNTY MICHIGAN**

WHEREAS, during the 1990's, two thirds of the state-operated psychiatric hospitals serving Michigan citizens closed, and from 2005 to 2010 the number of state psychiatric beds in Michigan decreased by nearly 50%; and

WHEREAS, in the absence of needed in-patient treatment and care, individuals in acute or chronic disabling psychiatric crisis increasingly are found in hospital emergency rooms and jails/prisons. These systems experience significant negative impacts as a result. Hospital emergency rooms are so overcrowded that some acutely ill patients wait days or even weeks for a psychiatric bed to open so they can be admitted; some eventually are released to the streets without treatment; and

WHEREAS, law enforcement agencies find service calls, transportation and hospital security for people in acute psychiatric crisis creating significant, growing demands on their officers, thus straining public safety resources. More pressure is put on police officers with some jails/prisons containing a third or more of inmates with untreated mental illness; and

WHEREAS, the number of persons with mental illness who are homeless has increased. In some communities, officials have reported as many as two-thirds of their homeless population is mentally ill; and

WHEREAS, multiple studies and the facts identified above conclude there is a pressing need for long-term, in-patient psychiatric care in Michigan; and

WHEREAS, the Legislature responded to this crisis by providing \$115 million in state building authority financed construction for a new state psychiatric hospital, and decided that the facility would be built on the grounds of the current Caro Center in the FY 2016-17 and 2017-18 budgets. Then-Governor Snyder concurred, by signing Public Act 107 of 2017, in July of that year; and

WHEREAS, on December 19, 2017, the State Administrative Board approved a \$5.4 million contract with Integrated Design Solutions, to design a new 200 bed, regional state psychiatric hospital (an increase from the current 150 beds at the Caro Center), on the site of the existing Caro Center, with an announcement by then State DHHS Director Nick Lyon "The State of Michigan made a commitment to the Caro community that the new psychiatric hospital would remain in the community, and we are keeping that promise;" and

WHEREAS, on October 19, 2018, then-Governor Snyder participated in a ground breaking for the new 225,000 square foot state psychiatric hospital at the site of the current Caro Center. The new hospital was scheduled to be completed in 2021 and would replace the aging Caro facility. Over \$3 million in taxpayer funds have already been spent in preparation for construction at the Caro site; and

WHEREAS, on March 13, 2019, Governor Whitmer halted construction, and contracted with a private consulting firm, at the cost of \$277,000, to re-assess the location of a new state psychiatric facility, potentially delaying the availability of new psychiatric beds and the replacement of the aging Caro facility by another 2-4 years; and

WHEREAS, the facility is a vital economic engine for this entire region of Michigan. A recent economic impact study determined that the operation infuses \$54 million annually into the regional economy while directly employing 350 people and indirectly employing another 400 people, making it the second largest employer in Tuscola County; and

WHEREAS, relocation of the facility would have dramatic, devastating negative repercussions to businesses, schools, and families living in communities throughout this region of the state. The area economy is already struggling from the previous closure of State Prisons; and

WHEREAS, in addition to its critical regional economic importance, by objective measures as previously documented in choosing this location, building the new facility on the site of the current Caro Center is best for the individuals needing in-patient psychiatric care and for the taxpayers of Michigan; and

WHEREAS, at the current location there is a 100-year community tradition of caring. Seventy percent of employees travel less than 30 miles to work. The site is centrally located for family visits and patient transportation with 80% of patients coming from Genesee, Oakland, and Macomb Counties, just to the south of Tuscola County. The 600 acre site is already state-owned and infrastructure is already in place. County engineers determined the on-site water system can be economically upgraded to serve the new hospital. It is accessible to state highways and near area medical providers; and

WHEREAS, the difficulty in recruiting psychiatrists is not unique to Tuscola County and will be an issue that has to be dealt with no matter where a new facility is located.

THEREFORE, BE IT RESOLVED, the Kalkaska County Board of Commissioners does hereby urge Governor Gretchen Whitmer, Department of Health and Human Services Director Robert Gordon, and members of the State Legislature, in response to a critical shortage of in-patient state psychiatric beds, continue with the construction of a new 200-bed, state psychiatric hospital on the grounds of the current Caro Center, in Tuscola County, as the best option for quality, accessible services to patients and their families, and as the best value to the taxpayers of Michigan and prevent devastating negative repercussions to businesses, schools, and families living in communities throughout this region of the state; and

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted to Governor Gretchen Whitmer, Department of Health and Human Services Director Robert Gordon, State Senator Curt VanderWall, State Representative Daire Rendon, Michigan Association of Counties, and all Michigan counties.

At a Regular Meeting of the Kalkaska County Board of Commissioners, held at the Kalkaska County Courthouse, 605 N Birch Street, Kalkaska, Michigan on 7-17-2019:

PRESENT: Commissioners Comai, Cox, Crambell, Fisher, Ngirarsaol, Sweet and West.

ABSENT: None

Motioned by Commissioner West; Supported by Commissioner Comai.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS;

YEAS: West; Comai; Cox; Crambell; Ngirarsaol; Sweet; Fisher.

NAYS: None

RESOLUTION DECLARED ADOPTED.

Kohn Fisher 7/30/2019
Kohn Fisher, Chairman, Kalkaska County Board of Commissioners

Deborah Hill
Deborah Hill, Kalkaska County Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF KALKASKA)

I hereby certify that the forgoing is a true and complete copy of the Resolution 2019-35 adopted by the County Board of Commissioners of Kalkaska County at a Regular Meeting held on July 17, 2019, and I further certify that public notice of such meeting was given as provided by law.

Deborah Hill
Deborah Hill, Kalkaska County Clerk

No. 19-

89C

RESOLUTION

To: The Honorable Board of Commissioners
Huron County
Michigan

WE, the LEGISLATIVE COMMITTEE, respectfully beg leave to submit the following resolution for your consideration:

WHEREAS, the County Clerks in Michigan have a constitutional stake in the trial court funding question, but were excluded from participation in the Trial Court Funding Commission. The County Clerks have a unique relationship with the courts and a perspective that should be heard when making recommendations for substantial changes; and

WHEREAS, the goal of Public Act 65 of 2017 was to create a Trial Court Funding Commission to "review and recommend changes to the trial court funding system in light of *People v. Cunningham*"; and

WHEREAS, the vast majority of the Interim Report deals with the consolidation of all local court staff and operations under state control, but does not solve the funding problems that *Cunningham* created (simply moving collections of fines and costs and payment of court salaries/benefits to the state does not mitigate the fact that we will still not be funded adequately); and

WHEREAS, centralized control of our court process does not necessarily serve the best interest of the public. The County Clerks believe that local judges and citizens are better served by local custodial control. It has been proven to be a more responsive method of serving their needs; and

WHEREAS, research of other state-funded court systems has shown that state funding creates a culture of complacency that tolerates delay. Accountability is removed from the local level and placed in the hands of bureaucrats in state government who are less connected to the people; and

WHEREAS, we are concerned that transferring funding to state control would tether the judicial branch to the short term whims of the legislative and executive branches even more than they exist already. In the event of a lack of state funding (government shutdown) this process would also force the shutdown of the court system, resulting in constitutional violation of due process; and

WHEREAS, it is critical to note that the finding of 46th Circuit Trial Court v. County of Crawford, 2006:143 states directly: "In order for the judicial branch to carry out its constitutional responsibilities as envisioned by the Constitution of 1963, art3, SS 2, the judiciary cannot be totally beholden to legislative determinations regarding its budgets." and;

WHEREAS, this Interim Report recommends altering the Michigan Constitution to provide that circuit court clerks are employed by the court and under the supervision of state government rather than the County Clerk; and

WHEREAS, County Clerks serve a critical role in the judicial system. They are constitutionally mandated to ensure the integrity of the records and protecting the best interests of our citizens. Removing County Clerks from the picture would serve as substantial disruption to the purpose that we serve; now

THEREFORE, BE IT RESOLVED the Huron County Board of Commissioners are opposed to the Trial Court Funding Commission Interim Report dated April 8, 2019. We believe that it is imperative to maintain local control and accountability because that is how our constituents are best served. We strongly oppose this Interim Report and possible pending legislation and encourage the other 82 Michigan counties to join us; and

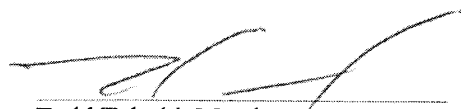
BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to Governor Gretchen Whitmer, Senator Dan Lauwers, Representative Phil Green, the Michigan Association of Counties and the other 82 Michigan Counties.

Respectfully submitted,

LEGISLATIVE COMMITTEE


Mary E. Babcock, Chairman


Ron Wruble, Vice Chairman


Todd Talaski, Member

Dated: August 13, 2019

VOICE / ROLL-CALL VOTE:

COMMISSIONER	YES	NO	ABSENT	COMMISSIONER	YES	NO	ABSENT
SAMI KHOURY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	JOHN L. BODIS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MICHAEL H. MEISSNER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	RON WRUBLE	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
TODD TALASKI	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	MARY E. BABCOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STEVE VAUGHAN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

RESOLUTION: ☒ ADOPTED

☐ DEFEATED

☐ TABLED

No. 19- 94c**RESOLUTION**

To: The Honorable Board of Commissioners
Huron County
Michigan

WE, the SAFETY COMMITTEE, respectfully beg leave to submit the following resolution for your consideration:

WHEREAS, the Huron County Board of Commission having entered into an enabling resolution to create the Huron County Community Mental Health Authority pursuant to Section 100 et seq. and Section 205 of the Mental Health Code, 1974 PA 258, as amended (MCL330.1100 et seq; MCL330.1205); and

WHEREAS, Huron County Community Mental Health Authority is a community mental health authority of the county of Huron, organized under the terms of Section 204(a) of the Michigan Mental Health Code (the Code), (MCL330.1204[a]); and

WHEREAS, Section 116(b) of the Code (MCL330.1116[b]) requires that the Department of Community Health shift primary responsibility for the direct delivery of public mental health services from the state to a community mental health services program whenever the community mental health services program has demonstrated a willingness and capacity to provide an adequate and appropriate system of mental health services for the citizens of that service area; and

WHEREAS, Huron County Community Mental Health Authority has demonstrated such willingness and capacity to provide community mental health services for over the past 40 years and is properly certified as a community mental health services program under the terms of Section 232(a) of the Code (MCL330.1232[a]); and

WHEREAS, Section 202(1) of the Code (MCL330.1202[1]) requires that the state shall financially support, in accordance with chapter 3, community mental health services programs that have been established and that are administered according to the provisions of this chapter; and

WHEREAS, there are also established in the state entities known as Prepaid Inpatient Health Plans (PIHPs), which receive Medicaid funds and distribute them to Community Mental Health Services Programs and other Medicaid providers; and

WHEREAS, Appropriations Bill Public Act 207 of 2018, Article X, Part 2 Provisions Concerning Appropriations, General Sections, Behavioral Health Services, Section 928 (1) states, "Each PIHP shall provide, from internal resources, local funds to be used as a bona fide part of the state match required under the Medicaid program in order to increase capitation rates for PIHPs. These funds shall not include either state funds received by a CMHSP for services provided to non-Medicaid recipients or the state matching portion of the Medicaid capitation payments made to a PIHP."; and;

WHEREAS, Huron County Community Mental Health is not a state designated PIHP; and

WHEREAS, the county of Huron has a strong desire to keep local funding at the local level to meet the financial liability of the county pursuant to Section 302(1) of the Code (MCL330.1301[1]) and to respond to the behavioral health needs in this county; now

THEREFORE, BE IT RESOLVED that the Huron County Board of Commissioners strongly supports the withholding of local Huron County funding from the PIHP for the purposes of increasing the

Medicaid capitation rate of the PIHP and strongly supports the use of local county funds for local community mental health services as provided for under the Michigan Constitution and Michigan Mental Health Code; and

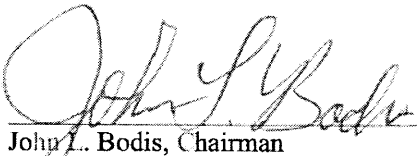
BE IT FURTHER RESOLVED, that the Huron County Board of Commissioners strongly urges its State Senate and House of Representatives members to eliminate similar language mentioned above in future State funding appropriations; and

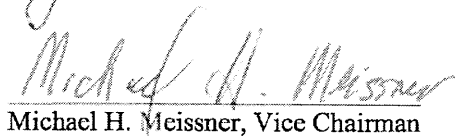
BE IT FURTHER RESOLVED, that the State Senate and House of Representatives ensure that the current level of Medicaid funding is not negatively impacted by the removal of Section 928; and

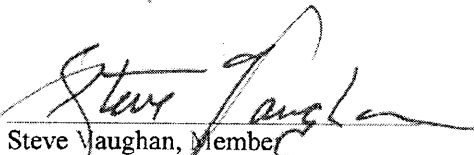
BE IT FURTHER RESOLVED that copies of this resolution be provided to Governor Gretchen Whitmer, Senator Dan Lauwers (25th District), Representative Phil Green (84th District), Michigan Department of Health and Human Services Director Robert Gordon, Behavioral Health and Developmental Disabilities Administration Deputy Director Dr. George Mellos, and the Michigan Association of Counties.

Respectfully submitted,

SAFETY COMMITTEE


John L. Bodis, Chairman


Michael H. Meissner, Vice Chairman


Steve Vaughan, Member

Dated: August 13, 2019

VOICE / ROLL-CALL VOTE:

COMMISSIONER	YES	NO	ABSENT	COMMISSIONER	YES	NO	ABSENT
SAMI KHOURY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	JOHN L. BODIS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MICHAEL H. MEISSNER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	RON WRUBLE	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
TODD TALASKI	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	MARY E. BABCOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STEVE VAUGHAN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

RESOLUTION: ☒ ADOPTED

☐ DEFEATED

☐ TABLED

Advocacy to Support Removal of Section 928 from State Budget

- Boilerplate language added in 2003 requiring the CMHSPs to forward local funds to the state of Michigan for the purpose to “draw down” additional federal Medicaid funds. Known as “draw-down match”.
 - Statewide = \$25.2 million in local match dollars obtained from 46 CMHSPs
 - Yields = \$47 million in additional Medicaid dollars
- This local draw-down is an additional requirement and is different from the required county “match” included in the Michigan Mental Health Code since 1974. The existing CMHSPs are already meeting the county “match” obligation required by state law.
- The federal government considers this additional local draw down “match” to be voluntary on the part of the CMHSPs.
- Many Legislators are in support of eliminating the “draw down match” from the Budget language. Counties currently supporting a resolution to remove the requirement are:
 - Antrim, Arenac, Bay, Benzie, Cheboygan, Charlevoix, Clinton, Eaton, Emmet, Gratiot, Ingham, Iosco, Kalkaska, Manistee, Ogemaw, Oscoda, Otsego and Shiawassee
 - Counties pending a resolution of support: Oakland and Wexford.
 - Counties also in process: Crawford, Grand Traverse, Leelanau, Missaukee, and Roscommon
- Questions raised:
 - Removing this language will result in a funding cut to the CMHSPs.
 - Not true. Medicaid rates/payments are certified/established by an actuary and cannot be reduced or cut capriciously.
 - State would need an additional \$25 million in General Funds to replace the \$25 million in local match/draw-down dollars.
 - Also not true. Currently the PIHPs and health care providers are paying the ICA (Insurance Provider Assessment) Tax. (IPA replaced the HICA tax in October.) The state has resources that could be directed to cover this \$25 million.
- Huron Behavioral Health information:
 - **County of Huron annual base allocation to HBH = \$193,250**
 - Huron Behavioral Health = required “draw-down match” = \$168,800
 - Note: Huron does not receive any specific, additional Medicaid allocation above the actuarially established Per Medicaid Enrollee Per Month (PEPM) rate as a result of the local “match” draw down.
 - Net county allocation remaining for local needs = \$24,450
 - Local funds are required to be used to pay 10% match for State Hospitalization and for 10% match for General Fund services.
 - HBH = FY18 10% Local match total = \$92,124
 - Breakdown = State Hospitalizations: \$51,815 and GF services: \$40,309
 - Insurance Provider Assessment Tax withheld by Mid-State Health Network (MSHN) PIHP
 - HBH’s FY19 funds withheld by MSHN for estimated IPA tax = \$93,643
 - **IPA tax + “draw down match” for FY 19 for HBH = \$262,440**
 - Money comes from HBH operating funds for tax and drawdown & not available for services

AUGUST 13, 2019

FUNDING THE GREAT LAKES RESTORATION INITIATIVE

R E S O L U T I O N

WHEREAS, The Great Lakes are a critical resource for our nation, supporting the economy and a way of life in Michigan and the other seven states within the Great Lakes region. The Great Lakes hold 20 percent of the world's surface freshwater and 90 percent of the United States' surface freshwater. This globally significant freshwater resource provides drinking water for more than 30 million people and directly supports 1.5 million jobs, generating \$62 billion in wages; and

WHEREAS, The Great Lakes Restoration Initiative (GLRI) provides essential funding to restore and protect the Great Lakes. This funding has supported long overdue efforts to clean up toxic pollution, reduce runoff from cities, industries and farms, combat invasive species, and restore fish and wildlife habitat. Since 2010, the federal government has partnered with public and private entities and invested more than \$2 billion in over 2,900 projects throughout the region. Over its first six years, the GLRI has provided more than \$425 million for more than 500 projects in Michigan alone. The Brookings Institution has estimated that every dollar invested in the Great Lakes produces two dollars in long-term economic benefits; and

WHEREAS, GLRI projects are making a significant difference. They have restored more than 150,000 acres of fish and wildlife habitat; opened up fish access to more than 3,400 miles of rivers; helped implement conservation programs on more than 1 million acres of farmland; and accelerated the cleanup of toxic hotspots. In Michigan, GLRI funding has been instrumental in removing invasive Phragmites along the shores of Green Bay, remediation and habitat restoration in the Menominee River, revitalizing Lake Michigan sturgeon populations, habitat restoration at Sea Gull Bar, and building fish passages around the lower dams of the Menominee River; and

WHEREAS, While a significant investment, past GLRI funding represents only a small portion of the amount needed to restore and protect the Great Lakes. Toxic algae blooms, beach closings, fish consumption advisories, and the presence of contaminated sediments continue to limit the recreational and commercial use of the Great Lakes; and

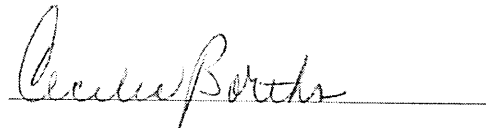
WHEREAS, Any cuts to GLRI funding would jeopardize the momentum from over a decade of unprecedented regional cooperation. Draft federal budgets have proposed a 97 percent reduction in GLRI funding. These drastic cuts would be a short-sighted, short-term cost-saving measure with long-term adverse implications. Restoration efforts will only become more expensive and more difficult if they are not addressed now and in the coming years.

NOW, THEREFORE BE IT RESOLVED THAT the Charlevoix County Board of Commissioners opposes any reduction of federal funding for the Great Lakes Restoration Initiative.

BE IT FURTHER RESOLVED, that copies of the Resolution be transmitted to the President of the United States, the President of the United States Senate, the Speaker of the United States House of Representatives, the members of the Michigan congressional delegation as well as the other 82 Michigan Counties.



Chairman of the Board



Clerk to the Board of Commissioners

AUGUST 13, 2019

MEDICARE PRESCRIPTION DRUG BILL OF 2003

RESOLUTION

WHEREAS, health care costs continue to rise for all Americans, and for most Americans these increases can be financially devastating and impact the health of the individual; and

WHEREAS, Medicare is the focus of many lawmakers who portray it as an "entitlement" program that costs the US Treasury too much money. Technically, "entitlement" may be the proper term; however, as used, it implies a negative connotation; and

WHEREAS, Medicare is an essential medical plan that millions of seniors and disabled individuals depend upon to maintain their health care and manage often costly conditions. Medicare is not a gift, as the term "entitlement" suggests. Many of the beneficiaries have worked their entire adult life and paid into the system in order to receive this crucial medical plan after retirement; and

WHEREAS, due to spiraling costs largely associated with the price of prescription medications, our elected officials find themselves passing on increased costs to those who can least afford that increase, namely senior citizens and disabled individuals who are on Medicare's Part D drug program; and

WHEREAS, when Congress enacted the Medicare Prescription Drug bill, they enacted a law that does allow Medicare to negotiate with Pharmaceutical companies for drug prices the way Medicaid and the Veterans Administration does; and

WHEREAS, one economist, Dean Baker, estimates that Medicare could have saved approximately \$332 billion dollars between 2006 and 2013 (approximately \$50 billion per year) had the Department of Health and Human Services been permitted to negotiate prices of drugs with the drug companies, as federal agencies do in other programs; and

WHEREAS, rising prescription drug costs have been the primary reason for the increase in health benefit costs; and

WHEREAS, the increasing cost of prescription drugs is a systemic problem that significantly affects the people of our state and our nation. It deserves non-partisan effort to correct; and

WHEREAS, balancing the budget on the backs of those who can least afford it, the elderly and disabled, shall not be allowed. Increases in premiums and inflated drug costs are unacceptable ways to deal with the flawed Medicare Prescription Drug bill; and

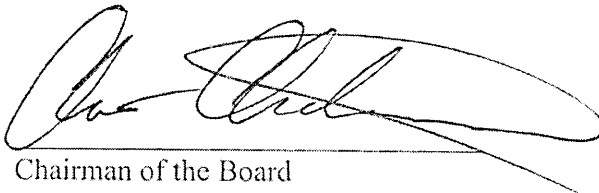
WHEREAS, the Medicare program must be preserved as it currently exists and to do so requires immediate and swift action to cut inflated and unnecessary costs, particularly in the area of prescription drug coverage; and

WHEREAS, revision of the Medicare Prescription Drug Bill of 2003 to allow for the negotiation of lower drug prices and the importation of identical, less costly, drugs from Canada and elsewhere is needed to rectify the high cost of drug prescriptions; and

WHEREAS, we cannot allow the previously approved bill to stand as adopted at the risk of having the Medicare program be the cause of a staggering increasing deficit which will require tax increases or cuts to the rest of the government, nor can we allow the continuance of price increases to our citizens which may cause many to contemplate discontinuing medically necessary drugs in order to pay their home related monthly bills (electric, heat, etc.) and/or have food to eat; and

NOW, THEREFORE BE IT RESOLVED, that the Charlevoix County Board of Commissioners goes on record urging our legislators to commence the process of revising the Medicare Prescription Drug Bill of 2003 to allow negotiating lower drug prices and the importation of identical, less costly, drugs from Canada and elsewhere; and

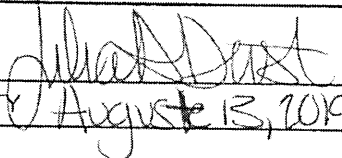
NOW BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to our area Federal and State Legislators, the National Association of Counties, Michigan Association of Counties, and the 82 Michigan counties.



Chairman of the Board



Clerk to the Board of Commissioners

CERTIFIED	
Cecelia Borths, County Clerk	
	
DEPUTY	DATE August 13, 2019

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION RESCINDING RESOLUTION #13-201 AND REVISING CERTAIN POLICIES
PERTAINING TO APPOINTED ADVISORY BOARDS AND COMMISSIONS**

RESOLUTION # 19 –

WHEREAS, the Board of Commissioners has created a number of boards and commissions to serve in an advisory capacity in order to advance the welfare of the citizens of Ingham County; and

WHEREAS, Resolution #13-201 has established a policy to assure that citizen appointees are attending meetings fulfilling the mandates of their board or commission, and a policy limiting time served by citizen representatives on boards or commissions to provide a greater opportunity for more people to participate in County government; and

WHEREAS, it is desirable to update certain policies pertaining to its appointed boards and commissions.

THEREFORE BE IT RESOLVED, that citizen appointees who have 2 consecutive absences from their regular meetings shall receive a letter from the Director of the Board of Commissioners' Office inquiring about their absences and advising that Committee members who miss 3 meetings out of 4 meetings, unless barred by statute, are automatically deemed to have resigned from that board or commission and appropriate steps will be taken to fill the vacancy.

BE IT FURTHER RESOLVED, that if an attendance issue arises with an advisory board/commission member, the Chairperson of that Committee or assigned staff shall advise the Board of Commissioners' Office so appropriate procedures can be followed.

BE IT FURTHER RESOLVED, that the two term limit for advisory board members is hereby rescinded.

BE IT FURTHER RESOLVED, that Resolution #13-201 is hereby rescinded.

BE IT FURTHER RESOLVED, that notification of this policy will be provided to all current advisory board and commission members and new appointees will receive a copy with their appointment letter.

COUNTY SERVICES: Yeas: Celentino, Stivers, Grebner, Sebolt, Maiville, Naeyaert

Nays: None **Absent:** Koenig **Approved 08/20/2019**

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE
STOP SIGN TRAFFIC CONTROL ORDERS
IN CENTRAL PARK ESTATES SUBDIVISION**

RESOLUTION # 19 –

WHEREAS, the Ingham County Road Department is responsible for placing, maintaining, and, when conditions warrant, upgrading county road intersection control signs and/or devices appropriate for current traffic speed and volumes, sight distance, topography, adjacent development, and other current conditions of the given intersection; and

WHEREAS, the Road Department engineering staff have reviewed the various intersections in the Central Park Estates residential subdivision in Section 22 of Meridian Township and find that certain intersections therein, listed below in this resolution should currently be signed and/or upgraded as indicated below.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a Traffic Control Order and placement of the necessary stop sign to stop northbound Nassau Street for eastbound and westbound traffic on Belvedere Avenue.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes a Traffic Control Order and placement of
the necessary stop signs to stop eastbound traffic on Maiden Lane for northbound and southbound traffic on Belvedere Avenue.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes a Traffic Control Order and placement of the necessary stop signs to stop westbound traffic on Maiden Lane for northbound and southbound traffic on Nassau Street.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes a Traffic Control Order and placement of the necessary stop signs to stop eastbound traffic on Columbus Avenue for northbound and southbound traffic on Nassau Street.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners also authorizes the Board Chairperson to sign and date the above mentioned Traffic Control Orders and filing of same with the County Clerk.

COUNTY SERVICES: Yeas: Celentino, Stivers, Grebner, Sebolt, Maiville, Naeyaert
Nays: None **Absent:** Koenig **Approved 08/20/2019**

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE THE SPECIAL AND ROUTINE PERMITS
FOR THE INGHAM COUNTY ROAD DEPARTMENT**

RESOLUTION # 19 –

WHEREAS, as of July 23, 2013, the Ingham County Department of Transportation and Roads became the Ingham County Road Department per Resolution #13-289; and

WHEREAS, the Ingham County Road Commission periodically approved Special and Routine permits as part of the their roles and responsibilities; and

WHEREAS, this is now the responsibility of the Board of Commissioners to approve these permits as necessary.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the attached list of Special and Routine Permits dated August 6, 2019 as submitted.

COUNTY SERVICES: Yeas: Celentino, Stivers, Grebner, Sebolt, Maiville, Naeyaert
Nays: None **Absent:** Koenig **Approved 08/20/2019**

INGHAM COUNTY ROAD DEPARTMENT

DATE August 6, 2019

LIST OF CURRENT PERMITS ISSUED

ROW PERMIT#	APPLICANT/ CONTRACTOR	WORK	LOCATION	CITY/ TWP	SECTION
2019-320	CONSUMERS ENERGY	ELECTRIC/GAS	TUPELO TRAIL	DELHI	
2019-321	CONSUMERS ENERGY	ELECTRIC - OH	BARNES RD	VEVAY	
2019 - 330	CONSUMERS ENERGY	ELECTRIC – OH	CEDAR ST	DELHI	
2019 – 317	CONSUMERS ENERGY	GAS, BORE, ROAD CUT	BENNETT RD	MERIDIAN	
2019 – 316	CONSUMERS ENERGY	ELECTRIC – OH	OAKLEY RD	STOCKBRIDGE	
2019 – 327	CHERE' PEPPER	SPECIAL EVENT	WILLIAMSTON RD	INGHAM	
2019 – 328	COMCAST CABLE CORP.	CABLE – UG	MARSH RD	MERIDIAN	
2019 – 308	AT & T – EAST LANSING	CABLE – UG, BORE	ST JOSEPH ST	LANSING	
2019 – 325	MERIDIAN CHARTER TOWNSHIP	SPECIAL EVENT	VARIOUS	MERIDIAN	
2019 – 326	MERIDIAN CHARTER TOWNSHIP	SPECIAL EVENT	VARIOUS	MERIDIAN	
2019 – 335	CONSUMERS ENERGY	GAS	WAVERLY RD	LANSING	
2019-337	RAYMOND C HUGHSON REVOCABLE LIVING TRUST	LAND DIVISION	WOLVERINE RD	ALAIEDON	
2019-66	COMCAST	CABLE – OH/UG	SHOPPERS ALLEY	LANSING	
2019-296	CONSUMERS	GAS	JEANNE ST	DELHI	
2019-329	CONSUMERS	GAS	CAROL LN	INGHAM	
2019-342	CONSUMERS	GAS	LAKE DR	MERIDIAN	
2019-309	COMCAST	CABLE – UG	MARSH RD	MERIDIAN	
2019-306	CONSUMERS	ELECTRIC – OH	HASLETT RD	MERIDIAN	
2019-338	ERWIN & BARBARA PIDD	LAND DIVISION	KANE RD	STOCKBRIDGE	
2019-346	MERIDIAN CHARTER TWP	ADA RAMP IMPRV	CENTRAL PARK DR	MERIDIAN	
2019-347	MERIDIAN CHARTER TWP	ADA RAMP IMPRV	OKEMOS RD	MERIDIAN	

2019-341	MERIDIAN CHARTER TWP	SPECIAL EVENT	CENTRAL PARK DR	MERIDIAN	
2019-344	CONSUMERS ENERGY	GAS	NIGHTINGALE DR	DELHI	
2019-333	CONSUMERS ENERGY	GAS	ZIMMER RD	WILLIAMSTOWN	
2019-343	MERIDIAN CHARTER TWP	WATERMAIN	HATCH RD	MERIDIAN	
2019-340	MERIDIAN CHARTER TWP	MISC	LAKE LANSING RD	MERIDIAN	
2019-349	CONSUMERS ENERGY	GAS	OKEMOS RD	MERIDIAN	
2019-334	CONSUMERS ENERGY	GAS	VAN ATTA RD	MERIDIAN	
2019-315	ING CO DRAIN COMM	MISC	EIFERT RD	AURELIUS	
2019-303	CONSUMERS ENERGY	GAS/ELEC-OH	AURELIUS RD	DELHI	
2019-359	ZAYO GROUP	CABLE –UG, BORE	EYDE PKWY	MERIDIAN	
2019-322	ACD.NET	CABLE – OH	VARIOUS	MERIDIAN	
2019-323	ACD.NET	CABLE – OH	MARSH RD	MERIDIAN	
2019-348	CONSUMERS ENERGY	ELECTRIC UG/OH	HOLT RD	DELHI	
2019-361	CITY OF MASON	SPECIAL EVENT	HOWELL RD	VARIOUS	
2019-374	CONSUMERS	GAS	TOWNER RD	MERIDIAN	
2019-375	MIKE WICKHAM	LAND DIVISION	EDGAR RD	AURELIUS	
2019-373	CONSUMERS ENERGY	GAS	ONONDAGA RD	ONONDAGA	
2019-392	CONSUMERS ENERGY	ELECTRIC – OH	STILLMAN RD	ALAIEDON	
2019-388	CONSUMERS ENERGY	ELECTRIC – OH	ONONDAGA RD	ONONDAGA	
2019-390	CONSUMERS ENERGY	GAS	WILLOW ST	LANSING	
2019-378	LANSING BWL	WATER MAIN	COLLEGE RD	DELHI	
2019-389	CITY OF LANSING	DETOUR	WAVERLY RD	LANSING	
2019-367	GA HUNT EXCAVATING	SANITARY	EDGEMONT BLVD	LANSING	
2019-377	SCARLETT EXCAVATING	STORM/MANHOLE	STILL VALLEY CT	MERIDIAN	
2019-391	CONSUMERS ENERGY	ELECTRIC – OH	HULL RD	VEVAY	
			MANAGING DIRECTOR:	_____	

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A ONE YEAR CONTRACT EXTENSION WITH
CAPITOL WALK PARKING LLC FOR THE PARKING SPACES LOCATED AT
LENAWEE AND CHESTNUT IN LANSING**

RESOLUTION # 19 –

WHEREAS, Ingham County currently leases 111 parking spaces located at the corner of Lenawee and Chestnut in Lansing; and

WHEREAS, parking spaces are needed for Ingham County employees who work at the Grady Porter Building and Veterans Memorial Courthouse; and

WHEREAS, the Facilities Department would like to exercise a one year contract extension with Capitol Walk Parking LLC, thru June of 2020; and

WHEREAS, Capitol Walk Parking LLC, has agreed to hold their current monthly bill rate of \$6,660.00; and

WHEREAS, funds are available in the appropriate 861001 parking lot line items.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a one year extension with Capitol Walk Parking LLC., 2152 Commons Parkway, Okemos, Michigan 48864 for the parking spaces located at Lenawee and Chestnut in Lansing.

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.

COUNTY SERVICES: Yeas: Celentino, Stivers, Grebner, Sebolt, Maiville, Naeyaert

Nays: None **Absent:** Koenig **Approved 08/20/2019**

FINANCE: Yeas: Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville

Nays: None **Absent:** None **Approved 08/21/2019**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A CONTRACT RENEWAL WITH CLEAN INVESTMENTS INC.
FOR JANITORIAL SERVICES AT NEW HOPE**

RESOLUTION # 19 –

WHEREAS, Ingham County currently has a contract with Clean Investments Inc. for janitorial services at New Hope; and

WHEREAS, the current contract expired on July 31, 2019; and

WHEREAS, Clean Investments Inc. has agreed to hold the current monthly bill rate of \$1,100.00; and

WHEREAS, the Facilities Department would like to renew the contract for one year; and

WHEREAS, funds for this are available in line item # 511-61510-818000-02095.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Clean Investments, Inc., 1428 Turner Street, Lansing, Michigan 48906 for janitorial services at New Hope for an amount of \$1,100 per month.

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.

COUNTY SERVICES: Yeas: Celentino, Stivers, Grebner, Sebolt, Maiville, Naeyaert

Nays: None **Absent:** Koenig **Approved 08/20/2019**

FINANCE: Yeas: Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville

Nays: None **Absent:** None **Approved 08/21/2019**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A PURCHASE ORDER TO BE ISSUED TO JIMMERSON
ROOFING FOR THE REPLACEMENT OF THE DRAIN COMMISSIONERS POLE BARN ROOF**

RESOLUTION # 19 –

WHEREAS, the roof of the Drain Commissioner's pole barn has deteriorated and needs to be replaced; and

WHEREAS, it is the recommendation of the Facilities Department to issue a purchase order to Jimmerson Roofing who submitted the lowest responsive and responsible proposal not to exceed \$9,890.00 for the replacement of the pole barn roof; and

WHEREAS, funds for this project are available through the approved CIP line item # 245-27599-976000-9F19.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes issuing a purchase order to Jimmerson Roofing, 13199 Blaisdell, Dewitt, Michigan 48820 for the replacement of the roof of the Drain Commissioner's pole barn for an amount not to exceed \$ 9,890.00.

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.

COUNTY SERVICES: Yeas: Celentino, Stivers, Grebner, Sebolt, Maiville, Naeyaert

Nays: None **Absent:** Koenig **Approved 08/20/2019**

FINANCE: Yeas: Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville

Nays: None **Absent:** None **Approved 08/21/2019**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH ROGER DONALDSON AIA FOR
ARCHITECTURAL SERVICES FOR THE RENOVATION OF THREE ADDITIONAL OFFICES
ON THE SECOND FLOOR OF THE HUMAN SERVICES BUILDING**

RESOLUTION # 19 –

WHEREAS, the additional three offices at the Human Services Building second floor is needed for staff; and

WHEREAS, it is the recommendation of both the Facilities and Health Departments to enter into an agreement with Roger Donaldson, AIA, a registered local vendor who submitted the lowest responsive and responsible proposal of \$5,440.00 plus \$400.00 for reimbursables; and

WHEREAS, funds for this project are available within the approved CIP Line Item 631-23304-976000-9F25.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Roger Donaldson AIA, Lansing, Michigan, 48096, for the architectural services for the three additional offices at the Human Services Building for an amount not to exceed \$5,840.00.

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.

COUNTY SERVICES: Yeas: Celentino, Stivers, Grebner, Sebolt, Maiville, Naeyaert
Nays: None **Absent:** Koenig **Approved 08/20/2019**

FINANCE: Yeas: Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None **Absent:** None **Approved 08/21/2019**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH SUPERIOR ELECTRIC OF LANSING INC. FOR THE REPLACEMENT OF THE UNINTERRUPTED POWER SYSTEM AT THE MASON HISTORICAL COURTHOUSE

RESOLUTION # 19 –

WHEREAS, the Uninterrupted Power System provides backup power for the life safety systems in the event of an emergency; and

WHEREAS, the Uninterrupted Power System at the Mason Historical Courthouse has outlived its life expectancy and needs to be replaced; and

WHEREAS, it is the recommendation of the Facilities Department to enter into an agreement with Superior Electric of Lansing Inc. who submitted the lowest responsive and responsible proposal of \$31,500.00 for the replacement of the Uninterrupted Power System at the Mason Historical Courthouse; and

WHEREAS, the Facilities Department is requesting a contingency of \$3,550.00 for unforeseen circumstances; and

WHEREAS, funds for this project are available through the approved CIP line item #646-23303-976000-9F06.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Superior Electric of Lansing Inc., 212 West Sheridan Road, Lansing, Michigan 48906 for the replacement of the Uninterrupted Power System at Mason Historical Courthouse for an amount not to exceed \$35,050.00 which includes a \$3,550.00 contingency.

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.

COUNTY SERVICES: Yeas: Celentino, Stivers, Grebner, Sebolt, Maiville, Naeyaert
Nays: None **Absent:** Koenig **Approved 08/20/2019**

FINANCE: Yeas: Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None **Absent:** None **Approved 08/21/2019**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION APPOINTING WILLIAM E. FOWLER
AS ACTING COUNTY GRANT ADMINISTRATOR
FOR THE 2019 INGHAM COUNTY REMONUMENTATION PROJECT**

RESOLUTION # 19 –

WHEREAS, as required by Act 345, P.A. 1990, a condition of receiving annual grant funds to implement the County Monumentation and Remonumentation Plan is that the County appoint a County Grant Administrator; and

WHEREAS, at their November 13, 2018 meeting, by Resolution #18-458, the Ingham County Board of Commissioners appointed Robert L. Francis for the related services of County Grant Administrator as required by Act 345, P.A. 1990; and

WHEREAS, on July 19, 2019, Robert L. Francis retired from his position as Deputy Equalization Director of Ingham County.

THEREFORE BE IT RESOLVED, that it is respectfully requested that the Ingham County Remonumentation Committee, the Ingham County Board of Commissioners appoint William E. Fowler, Equalization Director, for the related services as Acting County Grant Administrator as required by Act 345, P.A. 1990 for the balance of the 2019 Ingham County Remonumentation Project.

COUNTY SERVICES: Yeas: Celentino, Stivers, Grebner, Sebolt, Maiville, Naeyaert
Nays: None **Absent:** Koenig **Approved 08/20/2019**

FINANCE: Yeas: Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None **Absent:** None **Approved 08/21/2019**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO ACCEPT A MONETARY DONATION FROM THE POTTER PARK
ZOOLOGICAL SOCIETY**

RESOLUTION # 19 –

WHEREAS, the Potter Park Zoological Society is a private, 501(c)3 nonprofit, fundraising organization that raises funds to support Potter Park Zoo; and

WHEREAS, Potter Park Zoo continues to work to become accessible and inclusive for all community members; and

WHEREAS, the Potter Park Zoological Society applied for and received grants totaling \$35,715 for accessibility and inclusivity improvements at Potter Park Zoo.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves acceptance of a \$35,715 monetary donation from the Potter Park Zoological Society for accessibility and inclusivity improvements at Potter Park Zoo.

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

COUNTY SERVICES: Yeas: Celentino, Stivers, Grebner, Sebolt, Maiville, Naeyaert

Nays: None **Absent:** Koenig **Approved 08/20/2019**

FINANCE: Yeas: Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville

Nays: None **Absent:** None **Approved 08/21/2019**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN OIL AND GAS LEASE AGREEMENT FOR ICRD PROPERTY
LOCATED ON KIPP ROAD**

RESOLUTION # 19 –

WHEREAS, Jordan Development Company, L.L.C., has contacted the Ingham County Road Department (ICRD) about a proposed Oil and Gas well located near ICRD property and has proposed Oil and Gas lease agreement with the ICRD; and

WHEREAS, the ICRD has received a proposed Oil and Gas lease agreement from Jordan Development L.L.C. related to the ICRD .46 acre parcel of land on Kipp Road in Vevay Township; and

WHEREAS, the ICRD will request the Ingham County Attorney to negotiate and process any required documentation related to the proposed Oil and Gas lease agreement on behalf of the ICRD.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes the Ingham County Attorney and the ICRD to negotiate an Oil and Gas lease agreement, with Jordan Development L.L.C. from Traverse City, Michigan 49686, related to the property on Kipp Road owned by the ICRD.

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 on behalf of the County after approval as to form by the County Attorney.

COUNTY SERVICES: Yeas: Celentino, Stivers, Grebner, Sebolt, Maiville, Naeyaert

Nays: None **Absent:** Koenig **Approved 08/20/2019**

FINANCE: Yeas: Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville

Nays: None **Absent:** None **Approved 08/21/2019**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE A SECOND PARTY AGREEMENT WITH
THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT)
AND A THIRD PARTY AGREEMENT WITH DELHI CHARTER TOWNSHIP
IN RELATION TO A FEDERALLY FUNDED SAFE ROUTES TO SCHOOL PROJECT
FOR THE HOLT PUBLIC SCHOOL DISTRICT**

RESOLUTION # 19 –

WHEREAS, The Ingham County Road Department received Safe Routes to School (SR2S) funding, on behalf of Delhi Charter Township and the Holt Public School District, to construct certain infrastructure improvements to enable and encourage children to safely walk and bike to school; and

WHEREAS, Delhi Charter Township desires to fund, design, construct, and maintain the built infrastructure for the use of the general public and satisfy all the requirements of the Michigan Department of Transportation (MDOT), the Federal Highway Administration, and the Road Department; and

WHEREAS, the PROJECT will be undertaken pursuant to a contract between the State of Michigan/MDOT and the contractor; and

WHEREAS, the County on behalf of the Road Department, in turn, must therefore enter into an associated second party agreement with the State of Michigan/MDOT consistent with the requirement for state and federal funding requirements; and

WHEREAS, the Road Department and Delhi Charter Township agree that the township will administer construction of the project, and will pay any and all local match costs incurred by the project, plus \$5,000.00 for project administration and oversight provided by the Road Department; and

WHEREAS, the estimated construction costs for the project are as follows:

Federal SR2S Funding:	\$1,071,400
Delhi Charter Township Match:	<u>\$ 18,000</u>
	\$1,089,400

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a contract with the State of Michigan/MDOT to effect construction of the District Wide Safe Routes to School Project, on behalf of Delhi Charter Township and the Holt Public School District, for a total estimated cost of \$1,089,400 consisting of \$1,071,400 in federal SR2S funding and \$18,000 in township matching funds.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a third party agreement with Delhi Charter Township to also effect construction of the District Wide Safe Routes to School Project.

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

COUNTY SERVICES: Yeas: Celentino, Stivers, Grebner, Sebolt, Maiville, Naeyaert
Nays: None **Absent:** Koenig **Approved 08/20/2019**

FINANCE: Yeas: Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None **Absent:** None **Approved 08/21/2019**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION CERTIFYING REPRESENTATIVES FOR THE
MERS 2019 RETIREMENT CONFERENCE**

RESOLUTION # 19 –

WHEREAS, the Municipal Employees' Retirement System (MERS) will hold the 73rd Annual Retirement Conference at the Grand Traverse Resort on October 3 and October 4, 2019; 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, the 2019 MERS Retirement Conference expenses are included in the fiscal year 2019 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, Administrative Analyst-Budgeting

Officer Delegate: Sue Graham, Human Resources Director

BE IT FURTHER RESOLVED, that Ingham County Board of Commissioners authorizes the payment, pursuant to the County's travel policy, of the expenses of the Employee Delegate and Officer Delegate to attend the 2019 MERS Retirement Conference.

COUNTY SERVICES: Yeas: Celentino, Stivers, Grebner, Sebolt, Maiville, Naeyaert
Nays: None **Absent:** Koenig **Approved 08/20/2019**

FINANCE: Yeas: Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None **Absent:** None **Approved 08/21/2019**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AMENDING AND RESTATING THE INGHAM COUNTY
DEFERRED COMPENSATION PLAN**

RESOLUTION # 19 –

WHEREAS, Resolution #80-357 adopted the original Ingham County Deferred Compensation Plan; and

WHEREAS, Resolution #08-079 amended and restated the Ingham County Deferred Compensation Plan; and

WHEREAS, amendments and changes to the tax laws have occurred since the plan was originally adopted; and

WHEREAS, an updated plan document has been drafted to include all amendments and tax law changes; and

WHEREAS, the County Deferred Compensation Committee has reviewed the updated plan document.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the attached amended and restated Ingham County Deferred Compensation Plan (“Plan”).

BE IT FURTHER RESOLVED, that a contract is authorized with Nationwide Retirement Solutions, Inc. for plan administrative services, effective immediately.

BE IT FURTHER RESOLVED, that the Board Chairperson is authorized to sign any necessary contracts after review and approval as to form by the County Attorney.

COUNTY SERVICES: Yeas: Celentino, Stivers, Grebner, Sebolt, Maiville, Naeyaert

Nays: None **Absent:** Koenig **Approved 08/20/2019**

FINANCE: Yeas: Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville

Nays: None **Absent:** None **Approved 08/21/2019**

ADOPTION AGREEMENT FOR ELIGIBLE GOVERNMENTAL 457 PLAN

The undersigned Employer, by executing this Adoption Agreement, establishes an Eligible 457 Plan ("Plan"). The Employer, subject to the Employer's Adoption Agreement elections, adopts fully the Plan provisions. This Adoption Agreement, the basic plan document and any attached Appendices, amendments, or agreements permitted or referenced therein, constitute the Employer's entire plan document. *All "Election" references within this Adoption Agreement or the basic plan document are Adoption Agreement Elections. All "Article" or "Section" references are basic plan document references. Numbers in parentheses which follow election numbers are basic plan document references.* Where an Adoption Agreement election calls for the Employer to supply text, the Employer may lengthen any space or line, or create additional tiers. When Employer-supplied text uses terms substantially similar to existing printed options, all clarifications and caveats applicable to the printed options apply to the Employer-supplied text unless the context requires otherwise. The Employer makes the following elections granted under the corresponding provisions of the basic plan document.

1. **EMPLOYER (1.11).**

Name: County of Ingham

Address: 5303 South Cedar St Suite 2102
Street

Lansing Michigan 48911
City State Zip

Telephone: (519) 877-4373

Taxpayer Identification Number (TIN): 38-6005629

2. **PLAN NAME.**

Name: County of Ingham 457(b) Deferred Compensation Plan

3. **PLAN YEAR (1.25).** Plan Year means the 12 consecutive month period (except for a short Plan Year) ending every (Choose one of a. or b. and choose c. if applicable): [Note: Complete any applicable blanks under Election c. with a specific date, e.g., "June 30" OR "the last day of February" OR "the first Tuesday in January." In the case of a Short Plan Year or a Short Limitation Year, include the year, e.g., "May 1, 2013."]]

- a. ☒ **December 31.**
- b. ☐ **Plan Year:** ending: _____.
- c. ☐ **Short Plan Year:** commencing: _____ and ending: _____.

4. **EFFECTIVE DATE (1.08).** The Employer's adoption of the Plan is a (Choose one of a. or b. Complete c. if new plan OR complete c. and d. if an amendment and restatement. Choose e. if applicable):

- a. ☐ **New Plan.**
- b. ☒ **Restated Plan.** The Plan is a substitution and amendment of an existing 457 plan.

Initial Effective Date of Plan

- c. ☒ April 1, 1981 (enter month day, year; hereinafter called the "Effective Date" unless 4d is entered below)

Restatement Effective Date (If this is an amendment and restatement, enter effective date of the restatement.)

- d. ☒ September 1, 2019 (enter month day, year)

Special Effective Dates: (optional)

- e. ☐ **Describe:** _____.

5. **CONTRIBUTION TYPES.** (If this is a frozen Plan (i.e., all contributions have ceased), choose a. only):

Frozen Plan

- a. ☐ **Contributions cease.** All Contributions have ceased or will cease (Plan is frozen).
1. **Effective date of freeze:** _____ [Note: Effective date is optional unless this is the amendment or restatement to freeze the Plan.]

Eligible 457 Plan

Contributions. The Employer and/or Participants, in accordance with the Plan terms, make the following Contribution Types to the Plan *(Choose one or more of b. through d. if applicable)*:

- b. ☒ **Pre-Tax Elective Deferrals.** The dollar or percentage amount by which each Participant has elected to reduce his/her Compensation, as provided in the Participant's Salary Reduction Agreement *(Choose one or more as applicable)*:

And will Matching Contributions be made with respect to Elective Deferrals?

1. ☐ **Yes.** See Question 16.

2. ☒ **No.**

And will **Roth Elective Deferrals** be made?

3. ☒ **Yes.** [Note: The Employer may not limit Deferrals to Roth Deferrals only.]

4. ☐ **No.**

- c. ☐ **Nonelective Contributions.** See Question 17.

- d. ☒ **Rollover Contributions.** See Question 30.

6. **EXCLUDED EMPLOYEES (1.10).** The following Employees are Excluded Employees and are not eligible to participate in the Plan *(Choose one of a. or b.)*:

- a. ☒ **No exclusions.** All Employees are eligible to participate.

- b. ☐ **Exclusions.** The following Employees are Excluded Employees *(Choose one or more of 1. through 4.)*:

1. ☐ **Part-time Employees.** The Plan defines part-time Employees as Employees who normally work less than _____ hours per week.

2. ☐ **Hourly-paid Employees.**

3. ☐ **Leased Employees.** The Plan excludes Leased Employees.

4. ☐ **Specify:** _____

7. **INDEPENDENT CONTRACTOR (1.16).** The Plan *(Choose one of a., b. or c.)*:

- a. ☒ **Participate.** Permits Independent Contractors to participate in the Plan.

- b. ☐ **Not Participate.** Does not permit Independent Contractors to participate in the Plan.

- c. ☐ **Specified Independent Contractors.** Permits the following specified Independent Contractors to participate:

[Note: If the Employer elects to permit any or all Independent Contractors to participate in the Plan, the term Employee as used in the Plan includes such participating Independent Contractors.]

8. **COMPENSATION (1.05).** Subject to the following elections, Compensation for purposes of allocation of Deferral Contributions means:

Base Definition *(Choose one of a., b. or c.)*:

- a. ☒ Wages, tips and other compensation on Form W-2.

- b. ☐ Code §3401(a) wages (wages for withholding purposes).

- c. ☐ 415 safe harbor compensation.

[Note: The Plan provides that the base definition of Compensation includes amounts that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2), & 457. Compensation for an Independent Contractor means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies below.]

Modifications to Compensation definition. The Employer elects to modify the Compensation definition as follows *(Choose one of d. or e.)*:

- d. ☒ **No modifications.** The Plan makes no modifications to the definition.

- e. ☐ **Modifications** *(Choose one or more of 1. through 5.)*:

1. ☐ **Fringe benefits.** The Plan excludes all reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation and welfare benefits.

2. ☐ **Elective Contributions.** [1.05(E)] The Plan excludes a Participant's Elective Contributions.

3. ☐ **Bonuses.** The Plan excludes bonuses.

Eligible 457 Plan

4. ☐ **Overtime.** The Plan excludes overtime.

5. ☐ **Specify:** _____.

Compensation taken into account. For the Plan Year in which an Employee first becomes a Participant, the Plan Administrator will determine the allocation of matching and nonelective contributions by taking into account *(Choose one of f. or g.)*:

f. ☒ **Plan Year.** The Employee's Compensation for the entire Plan Year.

g. ☐ **Compensation while a Participant.** The Employee's Compensation only for the portion of the Plan Year in which the Employee actually is a Participant.

9. **POST-SEVERANCE COMPENSATION (1.05(F)).** Compensation includes the following types of Post-Severance Compensation paid within any applicable time period as may be required *(Choose one of a. or b.)*:

a. ☐ **None.** The Plan does not take into account Post-Severance Compensation as to any Contribution Type except as required under the basic plan document.

b. ☒ **Adjustments.** The following Compensation adjustments apply *(Choose one or more)*:

1. ☒ **Regular Pay.** Post-Severance Compensation will include Regular Pay and it will apply to all Contribution Types.

2. ☒ **Leave-Cashouts.** Post-Severance Compensation will include Leave Cashouts and it will apply to all Contribution Types.

3. ☒ **Nonqualified Deferred Compensation.** Post-Severance Compensation will include Deferred Compensation and it will apply to all Contribution Types.

4. ☐ **Salary Continuation for Disabled Participants.** Post-Severance Compensation will include Salary Continuation for Disabled Participants and it will apply to all Contribution Types.

5. ☐ **Differential Wage Payments.** Post-Severance Compensation will include Differential Wage Payments (military continuation payments) and it will apply to all Contribution Types.

6. ☐ **Describe alternative Post-Severance Compensation definition, limit by Contribution Type, or limit by Participant group:** _____.

10. **NORMAL RETIREMENT AGE (1.20).** A Participant attains Normal Retirement Age under the Plan *(Choose one of a. or b.)*:

a. ☐ **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age _____. *[Note: The age may not exceed age 70 1/2. The age may not be less than age 65, or, if earlier, the age at which a Participant may retire and receive benefits under the Employer's pension plan, if any.]*

b. ☒ **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age 65 and may not be later than age 70 1/2. *[Note: The age may not exceed age 70 1/2.]*

Special Provisions for Police or Fire Department Employees *(Choose c. and/or d. as applicable)*:

c. ☒ **Police department employees.** [Plan Section 3.05(B)(3)] *(Choose 1. or 2.)*:

1. ☐ **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age _____. *[Note: The age may not exceed age 70 1/2 and may not be less than age 40.]*

2. ☒ **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age 40 (no earlier than age 40) and may not be later than age 70 1/2. *[Note: The age may not exceed age 70 1/2.]*

d. ☒ **Fire department employees.** [Plan Section 3.05(B)(3)] *(Choose 1. or 2.)*:

1. ☐ **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age _____. *[Note: The age may not exceed age 70 1/2 and may not be less than age 40.]*

2. ☒ **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age 40 (no earlier than age 40) and may not be later than age 70 1/2. *[Note: The age may not exceed age 70 1/2.]*

11. **ELIGIBILITY CONDITIONS (2.01).** *(Choose one of a. or b.)*:

a. ☒ **No eligibility conditions.** The Employee is eligible to participate in the Plan as of his/her first day of employment with the employer.

b. ☐ **Eligibility conditions.** To become a Participant in the Plan, an Eligible Employee must satisfy the following eligibility conditions *(Choose one or more of 1., 2. or 3.)*:

1. ☐ **Age.** Attainment of age _____.

Eligible 457 Plan

2. ☐ **Service.** Service requirement *(Choose one of a. or b.)*:
- a. ☐ **Year of Service.** One year of Continuous Service.
- b. ☐ **Months of Service.** _____ month(s) of Continuous Service.
3. ☐ **Specify:** _____.
12. **PLAN ENTRY DATE (1.24).** "Plan Entry Date" means the Effective Date and *(Choose one of a. through d.)*:
- a. ☐ **Monthly.** The first day of the month coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions.
- b. ☐ **Annual.** The first day of the Plan Year coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions.
- c. ☒ **Date of hire.** The Employee's employment commencement date with the Employer.
- d. ☐ **Specify:** _____.
13. **SALARY REDUCTION CONTRIBUTIONS (1.30).** A Participant's Salary Reduction Contributions under Election 5b. are subject to the following limitation(s) in addition to those imposed by the Code *(Choose one of a. or b.)*:
- a. ☒ **No limitations.**
- b. ☐ **Limitations.** *(Choose one or more of 1., 2. or 3.)*:
1. ☐ **Maximum deferral amount.** A Participant's Salary Reductions may not exceed: _____ *(specify dollar amount or percentage of Compensation)*.
2. ☐ **Minimum deferral amount.** A Participant's Salary Reductions may not be less than: _____ *(specify dollar amount or percentage of Compensation)*.
3. ☐ **Specify:** _____.
- [Note: Any limitation the Employer elects in b.1. through b.3. will apply on a payroll basis unless the Employer otherwise specifies in b.3.]
- Special NRA Catch-Up Contributions (3.05).** The Plan *(Choose one of c. or d.)*:
- c. ☒ **Permits.** Participants may make NRA catch-up contributions.
- AND, Special NRA Catch-Up Contributions (Choose one of 1. or 2.)**:
1. ☐ will be taken into account in applying any matching contribution under the Plan.
2. ☐ will not be taken into account in applying any matching contribution under the Plan.
- d. ☐ **Does not permit.** Participants may not make NRA catch-up contributions.
- Age 50 Catch-Up Contributions (3.06).** The Plan *(Choose one of e. or f.)*:
- e. ☒ **Permits.** Participants may make age 50 catch-up contributions.
- f. ☐ **Does not permit.** Participants may not make age 50 catch-up contributions.
14. **SICK, VACATION AND BACK PAY (3.02(A)).** The Plan *(Choose one of a. or b.)*:
- a. ☒ **Permits.** Participants may make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.
- b. ☐ **Does Not Permit.** Participants may not make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.
15. **AUTOMATIC ENROLLMENT (3.02(B)).** Does the Plan provide for automatic enrollment *(Choose one of the following)* [Note: if Eligible Automatic Contribution Arrangement (EACA), select 15c and complete Questions 31 & 32]:
- a. ☒ **Does not apply.** Does not apply the Plan's automatic enrollment provisions.
- b. ☐ **Applies.** Applies the Plan's automatic enrollment provisions. The Employer as a Pre-Tax Elective Deferral will withhold _____% from each Participant's Compensation unless the Participant elects a different percentage (including zero) under his/her Salary Reduction Agreement. The automatic election will apply to *(Choose one of 1. through 3.)*:
1. ☐ **All Participants.** All Participants who as of _____ are not making Pre-Tax Elective Deferrals at least equal to the automatic amount.
2. ☐ **New Participants.** Each Employee whose Plan Entry Date is on or following: _____.
3. ☐ **Describe Application of Automatic Deferrals:** _____.

Eligible 457 Plan

c. ☐ **EACA.** The Plan will provide an Eligible Automatic Contribution Arrangement (EACA). Complete Questions 31 & 32.

16. **MATCHING CONTRIBUTIONS (3.03).** The Employer Matching Contributions is *(Choose one or more of a. through d.)*:

- a. ☐ **Fixed formula.** An amount equal to _____ of each Participant's Salary Reduction Contributions.
- b. ☐ **Discretionary formula.** An amount (or additional amount) equal to a matching percentage the Employer from time to time may deem advisable of each Participant's Salary Reduction Contributions.
- c. ☐ **Tiered formula.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's Salary Reduction Contributions, determined as follows:

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

d. ☐ **Specify:** _____.

Time Period for Matching Contributions. The Employer will determine its Matching Contribution based on Salary Reduction Contributions made during each *(Choose one of e. through h.)*:

- e. ☐ **Plan Year.**
- f. ☐ **Plan Year quarter.**
- g. ☐ **Payroll period.**
- h. ☐ **Specify:** _____.

Salary Reduction Contributions Taken into Account. In determining a Participant's Salary Reduction Contributions taken into account for the above-specified time period under the Matching Contribution formula, the following limitations apply *(Choose one of i. through l.)*:

- i. ☐ **All Salary Reduction Contributions.** The Plan Administrator will take into account all Salary Reduction Contributions.
- j. ☐ **Specific limitation.** The Plan Administrator will disregard Salary Reduction Contributions exceeding _____% of the Participant's Compensation.
- k. ☐ **Discretionary.** The Plan Administrator will take into account the Salary Reduction Contributions as a percentage of the Participant's Compensation as the Employer determines.
- l. ☐ **Specify:** _____.

Allocation Conditions. To receive an allocation of Matching Contributions, a Participant must satisfy the following allocation condition(s) *(Choose one of m. or n.)*:

- m. ☐ **No allocation conditions.**
- n. ☐ **Conditions.** The following allocation conditions apply to Matching Contributions *(Choose one or more of 1. through 4.)*:
1. ☐ **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: _____.
 2. ☐ **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.
 3. ☐ **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.
 4. ☐ **Specify:** _____.

17. **NONELECTIVE CONTRIBUTIONS (1.19).** The Nonelective Contributions under Election 5c. are made as follows: *(Choose one)*:

- a. ☐ **Discretionary - Pro-Rata.** An amount the Employer in its sole discretion may determine.

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- b. ☐ **Fixed - Pro Rata.** _____ % of Compensation.
- c. ☐ **Other.** A Nonelective Contribution may be made as follows: _____.

Allocation Conditions. (3.08). To receive an allocation of Nonelective Contributions, a Participant must satisfy the following allocation condition(s) *(Choose one of d. or e.)*:

- d. ☐ **No allocation conditions.**
- e. ☐ **Conditions.** The following allocation conditions apply to Nonelective Contributions *(Choose one or more of 1. through 4.)*:
1. ☐ **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: _____.
 2. ☐ **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.
 3. ☐ **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.
 4. ☐ **Specify:** _____.

18. TIME AND METHOD OF PAYMENT OF ACCOUNT (4.02). The Plan will distribute to a Participant who incurs a Severance from Employment his/her Vested Account as follows:

Timing. The Plan, in the absence of a permissible Participant election to commence payment later, will pay the Participant's Account *(Choose one of a. through e.)*:

- a. ☐ **Specified Date.** _____ days after the Participant's Severance from Employment.
- b. ☒ **Immediate.** As soon as administratively practicable following the Participant's Severance from Employment.
- c. ☐ **Designated Plan Year.** As soon as administratively practicable in the _____ Plan Year beginning after the Participant's Severance from Employment.
- d. ☐ **Normal Retirement Age.** As soon as administratively practicable after the close of the Plan Year in which the Participant attains Normal Retirement Age.
- e. ☐ **Specify:** _____.

Method. The Plan, in the absence of a permissible Participant election, will distribute the Participant's Account under one of the following method(s) of distribution *(Choose one or more of f. through j. as applicable)*:

- f. ☒ **Lump sum.** A single payment.
- g. ☒ **Installments.** Multiple payments made as follows: as elected by the Participant.
- h. ☐ **Installments for required minimum distributions only.** Annual payments, as necessary under Plan Section 4.03.
- i. ☐ **Annuity distribution option(s):** _____.
- j. ☒ **Specify:** Partial Lump Sum as elected by the Participant.

Participant Election. [Plan Sections 4.02(A) and (B)] The Plan *(Choose one of k., l. or m.)*:

- k. ☒ **Permits.** Permits a Participant, with Plan Administrator approval of the election, to elect to postpone distribution beyond the time the Employer has elected in a. through e. and also to elect the method of distribution (including a method not described in f. through j. above).
- l. ☐ **Does not permit.** Does not permit a Participant to elect the timing and method of Account distribution.
- m. ☐ **Specify:** _____.

Mandatory Distributions. Notwithstanding any other distribution election, following Severance from Employment *(Choose n. or o.)*:

- n. ☐ **No Mandatory Distributions.** The Plan will not make a Mandatory Distribution.
- o. ☒ **Mandatory Distribution.** If the Participant's Vested Account is not in excess of \$5,000 (unless a different amount selected below) as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.
1. ☒ **Mandatory Distribution.** If the Participant's Vested Account is not in excess of \$ 1,000 as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.

Exclusion of rollovers in determination of \$5,000 threshold. In determining the \$5,000 threshold (or other dollar threshold above), rollover contributions will be:

- p. ☒ **included.**
 q. ☐ **excluded.**

19. **BENEFICIARY DISTRIBUTION ELECTIONS.** Distributions following a Participant's death will be made as follows (*Choose one of a. through d.*):

- a. ☐ **Immediate.** As soon as practical following the Participant's death.
 b. ☐ **Next Calendar Year.** At such time as the Beneficiary may elect, but in any event on or before the last day of the calendar year which next follows the calendar year of the Participant's death.
 c. ☒ **As Beneficiary elects.** At such time as the Beneficiary may elect, consistent with Section 4.03.
 d. ☐ **Describe:** _____

[Note: The Employer under Election 19d. may describe an alternative distribution timing or afford the Beneficiary an election which is narrower than that permitted under Election 19c., or include special provisions related to certain beneficiaries, (e.g., a surviving spouse). However, any election under Election 19d. must require distribution to commence no later than the Section 4.03 required date.]

20. **DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT (4.05).** A Participant prior to Severance from Employment may elect to receive a distribution of his/her Vested Account under the following distribution options (*Choose one of a. or b.*):

- a. ☐ **None.** A Participant may not receive a distribution prior to Severance from Employment.
 b. ☒ **Distributions.** Prior to Severance from Employment are permitted as follows (*Choose one or more of 1. through 4.*):
 1. ☒ **Unforeseeable emergency.** A Participant may elect a distribution from his/her Account in accordance with Plan Section 4.05(A) (for the Participant, spouse, dependents or beneficiaries)
 2. ☒ **De minimis exception.** [Plan Section 4.05(B)] If the Participant: (i) has an Account that does not exceed \$5,000; (ii) has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (iii) has not received a prior Plan distribution under this de minimis exception, then (*Choose one of a., b. or c.*):
 a. ☒ **Participant election.** The Participant may elect to receive all or any portion of his/her Account.
 b. ☐ **Mandatory distribution.** The Plan Administrator will distribute the Participant's entire Account.
 c. ☐ **Hybrid.** The Plan Administrator will distribute a Participant's Account that does not exceed \$_____ and the Participant may elect to receive all or any portion of his/her Account that exceeds \$_____ but that does not exceed \$5,000.
 3. ☒ **Age 70 1/2.** A Participant who attains age 70 1/2 prior to Severance from Employment may elect distribution of any or all of his/her Account.
 4. ☐ **Specify:** _____

[Note: An Employer need not permit any in-service distributions. Any election must comply with the distribution restrictions of Code Section 457(d).]

21. **QDRO (4.06).** The QDRO provisions (*Choose one of a., b. or c.*):

- a. ☒ **Apply.**
 b. ☐ **Do not apply.**
 c. ☐ **Specify:** _____

22. **ALLOCATION OF EARNINGS (5.07(B)).** The Plan allocates Earnings using the following method (*Choose one or more of a. through f.*):

- a. ☒ **Daily.** See Section 5.07(B)(4)(a).
 b. ☐ **Balance forward.** See Section 5.07(B)(4)(b).
 c. ☐ **Balance forward with adjustment.** See Section 5.07(B)(4)(c). Allocate pursuant to the balance forward method, except treat as part of the relevant Account at the beginning of the Valuation Period _____% of the contributions made during the following Valuation Period: _____.
 d. ☐ **Weighted average.** See Section 5.07(B)(4)(d). If not a monthly weighting period, the weighting period is _____.
 e. ☐ **Directed Account method.** See Section 5.07(B)(4)(e).

f. ☐ **Describe Earnings allocation method:** _____.

[Note: The Employer under Election 22f. may describe Earnings allocation methods from the elections available under Election 22 and/or a combination thereof as to any: (i) Participant group (e.g., Daily applies to Division A Employees OR to Employees hired after "x" date. Balance forward applies to Division B Employees OR to Employees hired on/before "x" date.); (ii) Contribution Type (e.g., Daily applies as to Discretionary Nonelective Contribution Accounts. Participant-Directed Account applies to Fixed Nonelective Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., Balance forward applies to investments placed with vendor A and Participant-Directed Account applies to investments placed with vendor B OR Daily applies to Participant-Directed Accounts and balance forward applies to pooled Accounts).]

23. HEART ACT PROVISIONS (1.31(C)(3)/3.13). The Employer elects to (Choose one of a. or b. and c. or d.):

Continued Benefit Accruals.

a. ☒ **Not apply the benefit accrual provisions of Section 3.13.**

b. ☐ **Apply the benefit accrual provisions of Section 3.13.**

Distributions for deemed severance of employment (1.31(C)(3))

c. ☒ **The Plan does NOT permit distributions for deemed severance of employment.**

d. ☐ **The Plan permits distributions for deemed severance of employment.**

24. VESTING/SUBSTANTIAL RISK OF FORFEITURE (5.11). A Participant's Deferral Contributions are [Note: If a Participant incurs a Severance from Employment before the specified events or conditions, the Plan will forfeit the Participant's non-vested Account. Caution: if a Deferral is subject to vesting schedule or other substantial risk of forfeiture, it does not count as a deferral for purposes of the annual deferral limit until the year it is fully vested.] (Choose all that apply of a. through d.):

a. ☒ **100% Vested/No Risk of Forfeiture.** Immediately Vested without regard to additional Service and no Substantial Risk of Forfeiture. The following contributions are 100% Vested:

1. ☒ **All Contributions.** (skip to 25.)

2. ☐ **Only the following contributions.** (select all that apply):

a. ☐ **Salary Reduction Contributions.**

b. ☐ **Nonelective Contributions.**

c. ☐ **Matching Contributions.**

b. ☐ **Forfeiture under Vesting Schedule.** Vested according to the following:

Contributions affected. The following contributions are subject to the vesting schedule (Choose one or more of 1., 2. or 3.):

1. ☐ **Salary Reduction Contributions.**

2. ☐ **Nonelective Contributions.**

3. ☐ **Matching Contributions.**

4. ☐ **Vesting Schedule.**

Years of Service	Vested Percentage
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

For vesting purposes, a "Year of Service" means:

5. _____.

[Note: It is extremely rare to apply a vesting schedule to Salary Reduction Contributions.]

c. ☐ **Substantial Risk of Forfeiture.** Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows:

Contributions affected. The following contributions are subject to the substantial risk of forfeiture under c. (Choose one or more of 1., 2. or 3.):

1. ☐ **Salary Reduction Contributions.**

2. ☐ **Nonelective Contributions.**

3. ☐ **Matching Contributions.**

Risk Provisions: Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows (Choose one of 4. or 5.):

4. ☐ The Participant must remain employed by the Employer until _____, unless earlier Severance from Employment occurs on account of death or disability, as the Plan Administrator shall establish.

5. ☐ **Specify:** _____.

Additional Provisions (Choose d. if applicable)

d. ☐ **Specify:** _____.

FORFEITURE ALLOCATION. [Plan Sections 5.11(A) and 5.14] The Plan Administrator will allocate any Plan forfeitures as selected below. The Employer has the option to use forfeitures to pay plan expenses first and then allocate the remaining forfeitures in accordance with the selections below: (Choose one of the following):

e. ☐ **Additional Contributions.** As the following contribution type (Choose one of 1. or 2.):

1. ☐ **Nonelective.** As an additional Nonelective Contribution.

2. ☐ **Matching.** As an additional Matching Contribution.

f. ☐ **Reduce Fixed Contributions.** To reduce the following fixed contribution (Choose one of 1. or 2.):

1. ☐ **Nonelective.** To reduce the Employer's fixed Nonelective Contribution.

2. ☐ **Matching.** To reduce the Employer's fixed Matching Contribution.

g. ☐ **Specify:** _____.

25. **TRUST PROVISIONS.** The following provisions apply to Article VIII of the Plan (Choose as applicable; leave blank if not applicable):

a. ☐ **Modifications.** The Employer modifies the Article VIII Trust provisions as follows: _____. The remaining Article VIII provisions apply.

b. ☒ **Substitution.** The Employer replaces the Trust with the Trust Agreement attached to the Plan.

26. **CUSTODIAL ACCOUNT/ANNUITY CONTRACT (8.16).** The Employer will hold all or part of the Deferred Compensation in one or more custodial accounts or annuity contracts which satisfy the requirements of Code §457(g) (Choose a. or b., c. if applicable):

a. ☐ **Custodial account(s).**

b. ☐ **Annuity contract(s).**

c. ☐ **Specify:** _____.

[Note: The Employer under c. may wish to identify the custodial accounts or annuity contracts or to designate a portion of the Deferred Compensation to be held in such vehicles versus held in the Trust.]

27. **VALUATION.** In addition to the last day of the Plan Year, the Trustee (or Plan Administrator as applicable) must value the Trust Fund (or Accounts) on the following Valuation Date(s) (Choose one of a. or b.):

a. ☐ **No additional Valuation Dates.**

b. ☒ **Additional Valuation Dates.** (Choose one or more of 1., 2. or 3.):

1. ☒ **Daily Valuation Dates.** Each business day of the Plan Year on which Plan assets for which there is an established market are valued and the Trustee or Employer is conducting business.

2. ☐ **Last day of a specified period.** The last day of each _____ of the Plan Year.

3. ☐ **Specified Valuation Dates:** _____.

[Note: The Employer under Election 26b.3. may describe Valuation Dates from the elections available under Election 26b. and/or a combination thereof as to any: (i) Participant group (e.g., No additional Valuation Dates apply to Division A Employees OR to Employees hired after "x" date. Daily Valuation Dates apply to Division B Employees OR to Employees hired on/before "x" date.); (ii) Contribution Type (e.g., No additional Valuation Dates apply as to Discretionary Nonelective Contribution Accounts. The last day of each Plan Year quarter applies to Fixed Nonelective Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., No additional Valuation Dates apply to investments placed with vendor A and Daily Valuation Dates apply to investments placed with vendor B OR Daily Valuation Dates apply to Participant-Directed Accounts and no additional Valuation Dates apply to pooled Accounts).]

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28. TRUSTEE (Select all that apply; leave blank if not applicable.):

- a. ☐ Individual Trustee(s) who serve as Trustee(s) over assets not subject to control by a corporate Trustee. (Add additional Trustees as necessary.)

Name(s)	Title(s)
_____	_____
_____	_____
_____	_____
_____	_____

Address and Telephone number (Choose one of 1. or 2.):

1. ☐ Use Employer address and telephone number.
2. ☐ Use address and telephone number below:

Address: _____
Street

City State Zip
Telephone: _____

- b. ☒ Corporate Trustee

Name: Nationwide Trust Company
Address: 10 W Nationwide Blvd
Street
Columbus Ohio 43215
City State Zip
Telephone: (614) 435-5888

AND, the Corporate Trustee shall serve as:

- c. ☒ a Directed (nondiscretionary) Trustee over all Plan assets except for the following:

- d. ☐ a Discretionary Trustee over all Plan assets except for the following:

29. PLAN LOANS (5.02(A)). The Plan permits or does not permit Participant Loans (Choose one of a. or b.):

- a. ☐ **Does not permit.**
b. ☒ **Permitted pursuant to the Loan Policy.**

30. ROLLOVER CONTRIBUTIONS (3.09). The Plan permits Rollover Contributions subject to approval by the Plan Administrator and as further described below:

Who may roll over (Choose one of a. or b.):

- a. ☐ **Participants only.**
b. ☒ **Eligible Employees or Participants.**

Sources/Types. The Plan will accept a Rollover Contribution (Choose one of c. or d.):

- c. ☐ **All.** From any Eligible Retirement Plan and as to all Contribution Types eligible to be rolled into this Plan.
d. ☒ **Limited.** Only from the following types of Eligible Retirement Plans and/or as to the following Contribution Types:
From any Eligible Retirement Plan excluding Non-Roth After Tax Contribution types eligible to be rolled into this Plan.

Distribution of Rollover Contributions (Choose one of e., f. or g.):

- e. ☒ **Distribution without restrictions.** May elect distribution of his/her Rollover Contributions Account in accordance with Plan Section 4.05(C) at any time.
- f. ☐ **No distribution.** May not elect to receive distribution of his/her Rollover Contributions Account until the Plan has a distributable event under Plan Section 4.01.
- g. ☐ **Specify:** _____

31. EACA Automatic Deferral Provisions (3.14).

Participants subject to the Automatic Deferral Provisions. The Automatic Deferral Provisions apply to Employees who become Participants after the Effective Date of the EACA (except as provided in d. below). Employees who became Participants prior to such Effective Date are subject to the following (a. – d. are optional):

- a. ☐ **All Participants.** All Participants, regardless of any prior Salary Reduction Agreement, unless and until a Participant makes an Affirmative Election after the Effective Date of the EACA.
- b. ☐ **Election of at least Automatic Deferral amount.** All Participants, except those who, on the Effective Date of the EACA, are deferring an amount which is at least equal to the Automatic Deferral Percentage.
- c. ☐ **No existing Salary Reduction Agreement.** All Participants, except those who have in effect a Salary Reduction Agreement on the effective date of the EACA regardless of the Salary Reduction Contribution amount under the Agreement.
- d. ☐ **Describe:** _____

Automatic Deferral Percentage. Unless a Participant makes an Affirmative Election, the Employer will withhold the following Automatic Deferral Percentage (select e. or f.):

- e. ☐ **Constant.** The Employer will withhold _____ % of Compensation each payroll period.

Escalation of deferral percentage (select one or leave blank if not applicable)

- 1. ☐ **Scheduled increases.** This initial percentage will increase by _____ % of Compensation per year up to a maximum of _____ of Compensation.
- 2. ☐ **Other** (described Automatic Deferral Percentage): _____

Automatic Deferral Optional Elections

- f. ☐ **Optional elections** (select all that apply or leave blank if not applicable)

Suspended Salary Reduction Contributions. If a Participant's Salary Reduction Contributions are suspended pursuant to a provision of the Plan (e.g., distribution due to military leave covered by the HEART Act), then a Participant's Affirmative Election will expire on the date the period of suspension begins unless otherwise elected below.

- 1. ☐ A Participant's Affirmative Election will resume after the suspension period.

Special Effective Date. Provisions will be effective as of the earlier of the Effective Date of the EACA provisions unless otherwise specified below.

- 2. ☐ Special Effective Date: _____

32. **In-Plan Roth Rollover Contributions.**

- a. ☐ **Yes, allowed.**

33. **In-Plan Roth Rollover Transfers.**

- a. ☐ **Yes, allowed.**

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This Plan is executed on the date(s) specified below:

Use of Adoption Agreement. Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The Employer only may use this Adoption Agreement only in conjunction with the corresponding basic plan document.

Separate Trust Agreement. An executed copy of the trust agreement must be attached to this Plan. The responsibilities, rights and powers of the Trustee shall be those specified in the trust agreement. The signature of the Trustee appears on the separate trust agreement.

EMPLOYER: County of Ingham

By: _____

DATE SIGNED

COUNTY OF INGHAM
457(B) DEFERRED COMPENSATION PLAN

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ARTICLE I DEFINITIONS

1.01 **"Account"** means the separate Account(s) which the Plan Administrator or the Trustee maintains under the Plan for a Participant's Deferred Compensation. The Plan Administrator or Trustee may establish separate Accounts for multiple Beneficiaries of a Participant to facilitate required minimum distributions under Section 4.03 based on each Beneficiary's life expectancy.

1.02 **"Accounting Date"** means the last day of the Plan Year. The Plan Administrator will allocate Employer contributions and forfeitures for a particular Plan Year as of the Accounting Date of that Plan Year, and on such other dates, if any, as the Plan Administrator determines, consistent with the Plan's allocation conditions and other provisions.

1.03 **"Beneficiary"** means a person who the Plan or a Participant designates and who is or may become entitled to a Participant's Account upon the Participant's death. A Beneficiary who becomes entitled to a benefit under the Plan remains a Beneficiary under the Plan until the Plan Administrator or Trustee has fully distributed to the Beneficiary his or her Plan benefit. A Beneficiary's right to (and the Plan Administrator's or a Trustee's duty to provide to the Beneficiary) information or data concerning the Plan does not arise until the Beneficiary first becomes entitled to receive a benefit under the Plan.

1.04 **"Code"** means the Internal Revenue Code of 1986, as amended.

1.05 "Compensation"

(A) Uses and Context. Any reference in the Plan to Compensation is a reference to the definition in this Section 1.05, unless the Plan reference, or the Employer in the Adoption Agreement, modifies this definition. Except as the Plan otherwise specifically provides, the Plan Administrator will take into account only Compensation actually paid during (or as permitted under the Code, paid for) the relevant period. A Compensation payment includes Compensation paid by the Employer through another person under the common paymaster provisions in Code §§3121 and 3306. In the case of an Independent Contractor, Compensation means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies in the Adoption Agreement. The Employer in the Adoption Agreement may elect to allocate contributions based on a Compensation within specified 12 month period which ends within a Plan Year.

(B) Base Definitions and Modifications. The Employer in the Adoption Agreement must elect one of the following base definitions of Compensation: W-2 Wages, Code §3401(a) Wages, or 415 Compensation. The Employer may elect a different base definition as to different Contribution Types. The Employer in the Adoption Agreement may specify any modifications thereto, for purposes of contribution allocations under Article III. If the Employer fails to elect one of the above-referenced definitions, the Employer is deemed to have elected the W-2 Wages definition.

(1) W-2 Wages. W-2 Wages means wages for federal income tax withholding purposes, as defined under Code §3401(a), plus all other payments to an Employee in the course of the Employer's trade or business, for which the Employer must furnish the Employee a written statement under Code §§6041, 6051, and 6052, but determined without regard to any

rules that limit the remuneration included in wages based on the nature or location of the employment or services performed (such as the exception for agricultural labor in Code §3401(a)(2)).

(2) Code §3401(a) Wages (income tax wage withholding). Code §3401(a) Wages means wages within the meaning of Code §3401(a) for the purposes of income tax withholding at the source, but determined without regard to any rules that limit the remuneration included in wages based on the nature or the location of the employment or the services performed (such as the exception for agricultural labor in Code §3401(a)(2)).

(3) Code §415 Compensation (current income definition/simplified compensation under Treas. Reg. §1.415(c)-2(d)(2)). Code §415 Compensation means the Employee's wages, salaries, fees for professional service and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer maintaining the Plan to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits and reimbursements or other expense allowances under a nonaccountable plan as described in Treas. Reg. §1.62-2(c)).

Code §415 Compensation does not include:

(a) Deferred compensation/SEP/SIMPLE.

Employer contributions (other than Elective Deferrals) to a plan of deferred compensation (including a simplified employee pension plan under Code §408(k) or to a simple retirement account under Code §408(p)) to the extent the contributions are not included in the gross income of the Employee for the Taxable Year in which contributed, and any distributions from a plan of deferred compensation (whether or not qualified), regardless of whether such amounts are includible in the gross income of the Employee when distributed.

(b) Option exercise. Amounts realized from the exercise of a non-qualified stock option (an option other than a statutory option under Treas. Reg. §1.421-1(b)), or when restricted stock or other property held by an Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture under Code §83.

(c) Sale of option stock. Amounts realized from the sale, exchange or other disposition of stock acquired under a statutory stock option as defined under Treas. Reg. §1.421-1(b).

(d) Other amounts that receive special tax benefits. Other amounts that receive special tax benefits, such as premiums for group term life insurance (but only to the extent that the premiums are not includible in the gross income of the Employee and are not salary reduction amounts under Code §125).

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(e) **Other similar items.** Other items of remuneration which are similar to any of the items in Sections 1.11(B)(3)(a) through (d).

(4) **Alternative (general) 415 Compensation.** Under this definition, Compensation means as defined in Section 1.05(B)(3) but with the addition of: (a) amounts described in Code §§104(a)(3), 105(a), or 105(h) but only to the extent that these amounts are includible in Employee's gross income; (b) amounts paid or reimbursed by the Employer for moving expenses incurred by the Employee, but only to the extent that at the time of payment it is reasonable to believe these amounts are not deductible by the Employee under Code §217; (c) the value of a nonstatutory option (an option other than a statutory option under Treas. Reg. §1.421-1(b)) granted by the Employer to the an Employee, but only to the extent that the value of the option is includible in the Employee's gross income for the Taxable Year of the grant; (d) the amount includible in the Employee's gross income upon the Employee's making of an election under Code §83(b); and (e) amounts that are includible in the Employee's gross income under Code §409A or Code §457(f)(1)(A) or because the amounts are constructively received by the Participant. [Note if the Plan's definition of Compensation is W-2 Wages or Code §3401(a) Wages, then Compensation already includes the amounts described in clause (e).]

(C) **Deemed 125 Compensation.** Deemed 125 Compensation means, in the case of any definition of Compensation which includes a reference to Code §125, amounts under a Code §125 plan of the Employer that are not available to a Participant in cash in lieu of group health coverage, because the Participant is unable to certify that he/she has other health coverage.

(D) **Modification to Compensation.** The Employer must specify in the Adoption Agreement the Compensation the Plan Administrator is to take into account in allocating Deferral Contributions to a Participant's Account. For all Plan Years other than the Plan Year in which the Employee first becomes a Participant, the Plan Administrator will take into account only the Compensation determined for the portion of the Plan Year in which the Employee actually is a Participant.

(E) **Elective Contributions.** Compensation under Section 1.05 includes Elective Contributions unless the Employer in the Adoption Agreement elects to exclude Elective Contributions. "Elective Contributions" are amounts excludible from the Employee's gross income under Code §§125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b), 408(p) or 457, and contributed by the Employer, at the Employee's election, to a cafeteria plan, a qualified transportation fringe benefit plan, a 401(k) arrangement, a SARSEP, a tax-sheltered annuity, a SIMPLE plan or a Code §457 plan.

(F) **Post-Severance Compensation.** Compensation includes Post-Severance Compensation to the extent the Employer elects in the Adoption Agreement or as the Plan otherwise provides. Post-Severance Compensation is Compensation paid after a Participant's Severance from Employment from the Employer, as further described in this Section 1.05(F). As the Employer elects, Post-Severance Compensation may include any or all of regular pay, leave cash-outs, or deferred compensation paid within the time period described in Section 1.05(F)(1), and may also include salary continuation for disabled Participants, all as defined below. Any other payment paid after Severance from Employment that is not described in this Section 1.05(F) is not Compensation even if payment is made within the time period described below. Post-Severance Compensation does not

include severance pay, parachute payments under Code §280G(b)(2) or payments under a nonqualified unfunded deferred compensation plan unless the payments would have been paid at that time without regard to Severance from Employment.

(1) **Timing.** Post-Severance Compensation includes regular pay, leave cashouts, or deferred compensation only to the extent the Employer pays such amounts by the later of 2 1/2 months after Severance from Employment or by the end of the Limitation Year that includes the date of such Severance from Employment.

(a) **Regular pay.** Regular pay means the payment of regular Compensation for services during the Participant's regular working hours, or Compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, but only if the payment would have been paid to the Participant prior to a Severance from Employment if the Participant had continued in employment with the Employer.

(b) **Leave cash-outs.** Leave cash-outs means payments for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued and if Compensation would have included those amounts if they were paid prior to the Participant's Severance from Employment.

(c) **Deferred compensation.** As used in this Section 1.05(F), deferred compensation means the payment of deferred compensation pursuant to an unfunded deferred compensation plan, if Compensation would have included the Deferred Compensation if it had been paid prior to the Participant's Severance from Employment, but only if the payment would have been paid at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

(2) **Salary continuation for disabled Participants.** Salary continuation for disabled Participants means Compensation paid to a Participant who is permanently and totally disabled (as defined in Code §22(e)(3)).

(G) **Differential Wage Payments.** An individual receiving a Differential Wage Payment, as defined by Code §3401(h)(2), shall be treated as an employee of the employer making the payment and the Differential Wage Payment shall be treated as compensation for purposes of Code §457(b) and any other Internal Revenue Code section that references the definition of compensation under Code §415, including the definition of Includible Compensation as provided in Section 1.15.

1.06 **"Deferral Contributions"** means as the Employer elects on the Adoption Agreement, Salary Reduction Contributions, Nonelective Contributions and Matching Contributions. The Plan Administrator in applying the Code §457(b) limit will take into account Deferral Contributions in the Taxable Year in which deferred, or if later, in the Taxable Year in which the Deferral Contributions are no longer subject to a Substantial Risk of Forfeiture. The Plan Administrator in determining the amount of a Participant's Deferral Contributions disregards the net income, gain and loss attributable to Deferral Contributions unless the Deferral Contributions are subject to a Substantial Risk of Forfeiture. If a Deferral Contribution is subject to a Substantial Risk of Forfeiture, the Plan Administrator takes into the Deferral Contribution as adjusted

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for allocable net income, gain or loss in the Taxable Year in which the Substantial Risk of Forfeiture lapses.

1.07 **"Deferred Compensation"** means as to a Participant the amount of Deferral Contributions, Rollover Contributions and Transfers adjusted for allocable net income, gain or loss, in the Participant's Account.

1.08 **"Effective Date"** of this Plan is the date the Employer specifies in the Adoption Agreement. The Employer in the Adoption Agreement may elect special effective dates for Plan provisions the Employer specifies provided any such date(s) are permitted by the Code, by Treasury regulations, or by other applicable guidance.

1.09 **"Elective Deferrals"** means a contribution the Employer makes to the Plan pursuant to a Participant's Salary Reduction Agreement, as described in Section 3.02. The term "Elective Deferrals" includes Pre-Tax Elective Deferrals and Roth Elective Deferrals.

1.10 **"Employee"** means an individual who provides services for the Employer, as a common law employee of the Employer. The Employer in the Adoption Agreement must elect or specify any Employee, or class of Employees, not eligible to participate in the Plan (an "Excluded Employee"). See Section 1.16 regarding potential treatment of an Independent Contractor as an Employee.

1.11 **"Employer"** means the entity specified in the Adoption Agreement, any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating Employer.

1.12 **"Employer Contribution"** means Nonselective Contributions or Matching Contributions.

1.13 **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended.

1.14 **"Excess Deferrals"** means Deferral Contributions to a Governmental Eligible 457 Plan or to a Tax-Exempt Organization Eligible 457 Plan for a Participant that exceed the Taxable Year maximum limitation of Code §§457(b) and (e)(18).

1.15 **"Includible Compensation"** means, for the Employee's Taxable Year, the Employee's total Compensation within the meaning of Code §415(c)(3) paid to an Employee for services rendered to the Employer. Includible Compensation includes Deferral Contributions under the Plan, compensation deferred under any other plan described in Code §457, and any amount excludible from the Employee's gross income under Code §§401(k), 403(b), 125 or 132(f)(4) or any other amount excludible from the Employee's gross income for Federal income tax purposes. The Employer will determine Includible Compensation without regard to community property laws.

1.16 **"Independent Contractor"** means any individual who performs service for the Employer and who the Employer does not treat as an Employee or a Leased Employee. The Employer in the Adoption Agreement may elect to permit Independent Contractors to participate in the Plan. To the extent that the Employer permits Independent Contractor participation, references to Employee in the Plan include Independent Contractors and Compensation means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies in the Adoption Agreement.

1.17 **"Leased Employee"** means an Employee within the meaning of Code §414(n).

1.18 **"Matching Contribution"** means an Employer fixed or discretionary contribution made or forfeiture allocated on account of Salary Reduction Contributions.

1.19 **"Nonelective Contribution"** means an Employer fixed or discretionary contribution not made as a result of a Salary Reduction Agreement and which is not a Matching Contribution.

1.20 **"Normal Retirement Age"** means the age the Employer specifies in the Adoption Agreement consistent with Section 3.05(B).

1.21 **"Participant"** is an Employee other than an Excluded Employee who becomes a Participant in accordance with the provisions of Section 2.01.

1.22 **"Plan"** means the 457 plan established or continued by the Employer in the form of this basic Plan and (if applicable) Trust Agreement, including the Adoption Agreement. The Employer in the Adoption Agreement must designate the name of the Plan. All section references within the Plan are Plan section references unless the context clearly indicates otherwise.

1.23 **"Plan Administrator"** is the Employer unless the Employer designates another person to hold the position of Plan Administrator. The Plan Administrator may be a Participant.

1.24 **"Plan Entry Date"** means the dates the Employer elects in Adoption Agreement.

1.25 **"Plan Year"** means the consecutive 12-month period the Employer elects in the Adoption Agreement.

1.26 **"Pre-Tax Elective Deferrals"** means a Participant's Salary Reduction Contributions which are not includible in the Participant's gross income at the time deferred and have been irrevocably designated as Pre-Tax Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Pre-Tax Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Pre-Tax Elective Deferrals.

1.27 **"Rollover Contribution"** means the amount of cash or property which an eligible retirement plan described in Code §402(c)(8)(B) distributes to an eligible Employee or to a Participant in an eligible rollover distribution under Code §402(c)(4) and which the eligible Employee or Participant transfers directly or indirectly to a Governmental Eligible 457 Plan. A Rollover Contribution includes net income, gain or loss attributable to the Rollover Contribution. A Rollover Contribution excludes after-tax Employee contributions, as adjusted for net income, gain or loss.

1.28 **"Roth Elective Deferrals"** means a Participant's Salary Reduction Contributions that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Roth Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Roth Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Roth Elective Deferrals. However, forfeitures may not be allocated to such account. The Plan must also maintain a record of a Participant's investment in the contract (i.e., designated Roth contributions that have not been distributed) and the year in which the Participant first made a Roth Elective Deferral.

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1.29 **"Salary Reduction Agreement"** means a written agreement between a Participant and the Employer, by which the Employer reduces the Participant's Compensation for Compensation not available as of the date of the election and contributes the amount as a Salary Reduction Contribution to the Participant's Account.

1.30 **"Salary Reduction Contribution"** means a contribution the Employer makes to the Plan pursuant to a Participant's Salary Reduction Agreement.

1.31 **"Service"** means any period of time the Employee is in the employ of the Employer. In the case of an Independent Contractor, Service means any period of time the Independent Contractor performs services for the Employer on an independent contractor basis. An Employee or Independent Contractor terminates Service upon incurring a Severance from Employment.

(A) **Qualified Military Service.** Service includes any qualified military service the Plan must credit for contributions and benefits in order to satisfy the crediting of Service requirements of Code §414(u). A Participant whose employment is interrupted by qualified military service under Code §414(u) or who is on a leave of absence for qualified military service under Code §414(u) may elect to make additional Salary Reduction Contributions upon resumption of employment with the Employer equal to the maximum Deferral Contributions that the Participant could have elected during that period if the Participant's employment with the Employer had continued (at the same level of Compensation) without the interruption of leave, reduced by the Deferral Contributions, if any, actually made for the Participant during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave). The Employer shall make appropriate make-up Nonelective Contributions and Matching Contributions for such a Participant as required under Code §414(u). The Plan shall apply limitations of Article III to all Deferral Contributions under this paragraph with respect to the year to which the Deferral Contribution relates.

(B) **"Continuous Service"** as the Adoption Agreement describes means Service with the Employer during which the Employee does not incur a Severance from Employment.

(C) **"Severance from Employment."**

(1) **Employee.** An Employee has a Severance from Employment when the Employee ceases to be an Employee of the Employer. A Participant does not incur a Severance from Employment if, in connection with a change in employment, the Participant's new employer continues or assumes sponsorship of the Plan or accepts a Transfer of Plan assets as to the Participant.

(2) **Independent Contractor.** An Independent Contractor has a Severance from Employment when the contract(s) under which the Independent Contractor performs services for the Employer expires (or otherwise terminates), unless the Employer anticipates a renewal of the contractual relationship or the Independent Contractor becoming an Employee. The Employer anticipates renewal if it intends to contract for the services provided under the expired contract and neither the Employer nor the Independent Contractor has eliminated the Independent Contractor as a potential provider of such services under the new contract. Further, the Employer intends to contract for services conditioned only upon the Employer's need for the services provided under the expired contract or the Employer's availability of funds. Notwithstanding the preceding provisions of this Section 1.31, the Plan Administrator will

consider an Independent Contractor to have incurred a Severance from Employment: (a) if the Plan Administrator or Trustee will not pay any Deferred Compensation to an Independent Contractor who is a Participant before a date which is at least twelve months after the expiration of the Independent Contractor's contract (or the last to expire of such contracts) to render Services to the Employer; and (b) if before the applicable twelve-month payment date, the Independent Contractor performs Service as an Independent Contractor or as an Employee, the Plan Administrator or Trustee will not pay to the Independent Contractor his or her Deferred Compensation on the applicable date.

(3) **Deemed Severance.** Notwithstanding Section 1.05(F), if the Employer elects in the Adoption Agreement, then if a Participant performs service in the uniformed services (as defined in Code §414(u)(12)(B)) on active duty for a period of more than 30 days, the Participant will be deemed to have a severance from employment solely for purposes of eligibility for distribution of amounts not subject to Code §412. However, the Plan will not distribute such a Participant's Account on account of this deemed severance unless the Participant specifically elects to receive a benefit distribution hereunder. If a Participant elects to receive a distribution on account of this deemed severance, then no Deferral Contributions may be made for the Participant during the 6-month period beginning on the date of the distribution. If a Participant would be entitled to a distribution on account of a deemed severance, and a distribution on account of another Plan provision, then the other Plan provision will control and the 6-month suspension will not apply.

1.32 **"State"** means (a) one of the 50 states of the United States or the District of Columbia, or (b) a political subdivision of a State, or any agency or instrumentality of a State or its political subdivision. A State does not include the federal government or any agency or instrumentality thereof.

1.33 **"Substantial Risk of Forfeiture"** exists if the Plan expressly conditions a Participant's right to Deferred Compensation upon the Participant's future performance of substantial Service for the Employer.

1.34 **"Tax-Exempt Organization"** means any tax-exempt organization other than a governmental unit or a church or qualified church-controlled organization within the meaning of Code §3121(w)(3).

1.35 **"Taxable Year"** means the calendar year or other taxable year of a Participant.

1.36 **"Transfer"** means a transfer of Eligible 457 Plan assets to another Eligible 457 Plan which is not a Rollover Contribution and which is made in accordance with Section 9.03.

1.37 **"Trust"** means the Trust created under the adopting Employer's Plan. A Trust required under a Governmental Eligible 457 Plan is subject to Article VIII. Any Trust under a Tax-Exempt Organization Eligible 457 Plan is subject to Section 5.09.

1.38 **"Trustee"** means the person or persons who as Trustee execute the Employer's Adoption Agreement, or any successor in office who in writing accepts the position of Trustee.

1.39 **Type of 457 Plan.** This Plan is an Eligible 457 Plan, which is a plan which satisfies the requirements of Code §457(b) and Treas. Reg. §§1.457-3 through -10. The Employer in the Adoption Agreement must specify whether the plan is either a

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Governmental Eligible 457 Plan or a Tax-Exempt Organization Eligible 457 Plan, as defined below:

(A) "Governmental Eligible 457 Plan" means an Eligible 457 Plan established by a State.

(B) "Tax-Exempt Organization Eligible 457 Plan" means an Eligible 457 Plan established by a Tax-Exempt Organization.

1.40 **"Vested"** means a Participant's Deferral Contributions that are not subject to a Substantial Risk of Forfeiture, including a vesting schedule.

**ARTICLE II
ELIGIBILITY AND PARTICIPATION**

2.01 ELIGIBILITY. Each Employee who is not an Excluded Employee becomes a Participant in the Plan in accordance with the eligibility conditions and as of the Plan Entry Date the Employer elects in the Adoption Agreement. If this Plan is a restated Plan, each Employee who was a Participant in the Plan on the day before the Effective Date continues as a Participant in the Plan, irrespective of whether he/she satisfies the eligibility conditions in the restated Plan, unless the Employer indicates otherwise in the Adoption Agreement.

2.02 PARTICIPATION UPON RE-EMPLOYMENT. A Participant who incurs a Severance from Employment will re-enter the Plan as a Participant on the date of his or her re-employment. An Employee who satisfies the Plan's eligibility conditions but who incurs a Severance from Employment prior to becoming a Participant will become a Participant on the later of the Plan Entry Date on which he/she would have entered the Plan had he/she not incurred a Severance from Employment or the date of his or her re-employment. Any Employee who incurs a Severance from Employment prior to satisfying the Plan's eligibility conditions becomes a Participant in accordance with the Adoption Agreement.

2.03 CHANGE IN EMPLOYMENT STATUS. If a Participant has not incurred a Severance from Employment but ceases to be eligible to participate in the Plan, by reason of becoming an Excluded Employee, the Plan Administrator must treat the Participant as an Excluded Employee during the period such a Participant is subject to the Adoption Agreement exclusion. The Plan Administrator determines a Participant's sharing in the allocation of Employer Contributions by disregarding his or her Compensation paid by the Employer for services rendered in his or her capacity as an Excluded Employee. However, during such period of exclusion, the Participant, without regard to employment classification, continues to share fully in Plan income allocations under Section 5.07 and to accrue vesting service if applicable.

ARTICLE III DEFERRAL CONTRIBUTIONS/LIMITATIONS

3.01 AMOUNT.

(A) Contribution Formula. For each Plan Year, or other period the Employer specifies in the Adoption Agreement, the Employer will contribute to the Plan the type and amount of Deferral Contributions the Employer elects in the Adoption Agreement.

(B) Return of Contributions. The Employer contributes to this Plan on the condition its contribution is not due to a mistake of fact. If the Plan has a Trust, the Trustee, upon written request from the Employer, must return to the Employer the amount of the Employer's contribution (adjusted for net income, gain or loss) made by the Employer on account of a mistake of fact. The Trustee will not return any portion of the Employer's contribution under the provisions of this paragraph more than one year after the Employer made the contribution on account of a mistake of fact. In addition, if any Participant Salary Reduction Contribution is due to a mistake of fact, the Employer or the Trustee upon written request from the Employer shall return the Participant's contribution (adjusted for net income, gain or loss), within one year after payment of the contribution.

The Trustee will not increase the amount of the Employer contribution returnable under this Section 3.01 for any earnings attributable to the contribution, but the Trustee will decrease the Employer contribution returnable for any losses attributable to it. The Trustee may require the Employer to furnish it whatever evidence the Trustee deems necessary to enable the Trustee to confirm the amount the Employer has requested be returned is properly returnable.

(C) Time of Payment of Contribution. If the Plan has a Trust, the Employer may pay its contributions for each Plan Year to the Trust in one or more installments and at such time(s) as the Employer determines, without interest. A Governmental Employer shall deposit Salary Reduction Contributions to the Trust within a period that is not longer than is reasonable for the administration of Participant Accounts.

3.02 SALARY REDUCTION CONTRIBUTIONS. The Employer in the Adoption Agreement must elect whether the Plan permits Salary Reduction Contributions, and also the Plan limitations, if any, which apply to Salary Reduction Contributions. Unless the Employer elects otherwise in the Adoption Agreement, all such limitations apply on a payroll basis.

(A) Deferral from Sick, Vacation and Back Pay. The Employer in the Adoption Agreement must elect whether to permit Participants to make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

(B) Automatic Enrollment. The Employer in the Adoption Agreement may provide for automatic Salary Reduction Contributions of a specified amount, subject to giving notice to affected Participants of the automatic election and of their right to make a contrary election.

A Governmental Employer under an Eligible 457 Plan may elect to provide an Eligible Automatic Contribution Arrangement ("EACA"). If the Employer elects to provide an EACA, the Employer will amend the Plan to add necessary language.

(C) Application to Leave of Absence and Disability. Unless a Participant in his or her Salary Reduction Agreement elects otherwise, the Participant's Salary Reduction Agreement shall

continue to apply during the Participant's leave of absence or the Participant's disability (as the Plan Administrator shall establish), if the Participant has Compensation other than imputed compensation or disability benefits.

(D) Post-severance deferrals limited to Post-Severance Compensation. Deferrals are permitted from an amount received following Severance from Employment only if the amount is Post-Severance Compensation.

3.03 MATCHING CONTRIBUTIONS. The Employer in the Adoption Agreement must elect whether the Plan permits Matching Contributions and, if so, the type(s) of Matching Contributions, the time period applicable to any Matching Contribution formula, and as applicable, the amount of Matching Contributions and the Plan limitations, if any, which apply to Matching Contributions. Any Matching Contributions apply to age 50 catch-up contributions, if any, and to any Normal Retirement Age catch-up contributions unless the Employer elects otherwise in the Adoption Agreement.

3.04 NORMAL LIMITATION. Except as provided in Sections 3.05 and 3.06, a Participant's maximum Deferral Contributions (excluding Rollover Contributions and Transfers) under this Plan for a Taxable Year may not exceed the lesser of:

- (a) The applicable dollar amount as specified under Code §457(e)(15) (or such larger amount as the Commissioner of the Internal Revenue may prescribe), or
- (b) 100% of the Participant's Includible Compensation for the Taxable Year.

3.05 NORMAL RETIREMENT AGE CATCH-UP CONTRIBUTION. If selected in the Adoption Agreement, a Participant may elect to make this catch-up election. For one or more of the Participant's last three Taxable Years ending before the Taxable Year in which the Participant attains Normal Retirement Age, the Participant's maximum Deferral Contributions may not exceed the lesser of:

- (a) Twice the dollar amount under Section 3.04(a) Normal Limitation, or
- (b) the underutilized limitation.

(A) Underutilized Limitation. A Participant's underutilized limitation is equal to the sum of: (i) the normal limitation for the Taxable Year, and (ii) the normal limitation for each of the prior Taxable Years of the Participant commencing after 1978 during which the Participant was eligible to participate in the Plan and the Participant's Deferral Contributions were subject to the Normal Limitation or any other Code §457(b) limit, less the amount of Deferral Contributions for each such prior Taxable Year, excluding age 50 catch-up contributions.

(B) Normal Retirement Age. Normal Retirement Age is the age the Employer specifies in the Adoption Agreement provided that the age may not be: (i) earlier than the earliest of age 65 or the age at which Participants have the right to retire and receive under the Employer's defined benefit plan (or money purchase plan if the Participant is not eligible to participate in a defined benefit plan) immediate retirement benefits without actuarial or other reduction because of retirement before a later specified age; or (ii) later than age 70 1/2.

(1) Participant Designation. The Employer in the Adoption Agreement may permit a Participant to designate his or her Normal Retirement Age as any age including or between the foregoing ages.

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(2) **Multiple 457 Plans.** If the Employer maintains more than one Eligible 457 Plan, the Plans may not permit any Participant to have more than one Normal Retirement Age under the Plans.

(3) **Police and Firefighters.** In a Governmental Eligible 457 Plan with qualified police or firefighter Participants within the meaning of Code §415(b)(2)(H)(ii)(I), the Employer in the Adoption Agreement may elect (or permit the qualified Participants to elect) a Normal Retirement Age as early as age 40 and as late as age 70 1/2.

(C) **Pre-2002 Coordination.** In determining a Participant's underutilized limitation, the Plan Administrator, in accordance with Treas. Reg. §1.457-4(c)(3)(iv), must apply the coordination rule in effect under now repealed Code §457(c)(2). The Plan Administrator also must determine the Normal Limitation for pre-2002 Taxable Years in accordance with Code §457(b)(2) as then in effect.

3.06 **AGE 50 CATCH-UP CONTRIBUTION.** An Employer sponsoring a Governmental Eligible 457 Plan must specify in the Adoption Agreement whether the Participants are eligible to make age 50 catch-up contributions.

If an Employer elects to permit age 50 catch-up contributions, all Employees who are eligible to make Salary Reduction Contributions under this Plan and who have attained age 50 before the close of the Taxable Year are eligible to make age 50 catch-up contributions for that Taxable Year in accordance with, and subject to the limitations of, Code §414(v). Such catch-up contributions are not taken into account for purposes of the provisions of the Plan implementing the required limitations of Code §457. If, for a Taxable Year, an Employee makes a catch-up contribution under Section 3.05, the Employee is not eligible to make age 50 catch-up contributions under this Section 3.06. A catch-up eligible Participant in each Taxable Year is entitled to the greater of the amount determined under Section 3.05 or Section 3.06 Catch-Up Amount plus the Section 3.04 Normal Limitation.

3.07 **CONTRIBUTION ALLOCATION.** The Plan Administrator will allocate to each Participant's Account his or her Deferral Contributions. The Employer will allocate Employer Nonelective and Matching Contributions to the Account of each Participant who satisfies the allocation conditions in the Adoption Agreement in the following manner:

(a) **Fixed match.** To the extent the Employer makes Matching Contributions under a fixed Adoption Agreement formula, the Plan Administrator will allocate the Matching Contribution to the Account of the Participant on whose behalf the Employer makes that contribution. A fixed Matching Contribution formula is a formula under which the Employer contributes a specified percentage or dollar amount on behalf of a Participant based on that Participant's Salary Reduction Contributions.

(b) **Discretionary match.** To the extent the Employer makes Matching Contributions under a discretionary Adoption Agreement formula, the Plan Administrator will allocate the Matching Contributions to a Participant's Account in the same proportion that each Participant's Salary Reduction Contributions taken into account under the formula bear to the total Salary Reduction Contributions of all Participants.

(c) **Tiered match.** If the Matching Contribution formula is a tiered formula, the Plan Administrator will allocate separately the Matching Contributions with respect to each tier

of Salary Reduction Contributions, in accordance with the tiered formula.

(d) **Discretionary nonelective.** The Plan Administrator will allocate discretionary Nonelective Contributions for a Plan Year in the same ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year, unless the Employer elects otherwise in the Adoption Agreement.

(e) **Fixed nonelective.** The Plan Administrator will allocate fixed Nonelective Contributions for a Plan Year in the same ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year, unless the Employer elects otherwise in the Adoption Agreement.

(f) **Other nonelective.** The Plan Administrator will allocate Nonelective Contributions for a Plan Year as specified in the Adoption Agreement.

3.08 **ALLOCATION CONDITIONS.** The Plan Administrator will determine the allocation conditions applicable to Nonelective Contributions or to Matching Contributions (or to both) in accordance with the Employer's elections in the Adoption Agreement. The Plan Administrator will not allocate to a Participant any portion of an Employer Contribution (or forfeiture if applicable) for a Plan Year or applicable portion thereof in which the Participant does not satisfy the applicable allocation condition(s).

3.09 **ROLLOVER CONTRIBUTIONS.** If elected in the Adoption Agreement, an Employer sponsoring a Governmental Eligible 457 Plan may permit Rollover Contributions.

(A) **Operational Administration.** The Employer, operationally and on a nondiscriminatory basis, may elect to limit an eligible Employee's right or a Participant's right to make a Rollover Contribution. Any Participant (or as applicable, any eligible Employee), with the Employer's written consent and after filing with the Trustee the form prescribed by the Plan Administrator, may make a Rollover Contribution to the Trust. Before accepting a Rollover Contribution, the Trustee may require a Participant (or eligible Employee) to furnish satisfactory evidence the proposed transfer is in fact a "Rollover Contribution" which the Code permits an employee to make to an eligible retirement plan. The Trustee, in its sole discretion, may decline to accept a Rollover Contribution of property which could: (1) generate unrelated business taxable income; (2) create difficulty or undue expense in storage, safekeeping or valuation; or (3) create other practical problems for the Trust.

(B) **Pre-Participation Rollover.** If an eligible Employee makes a Rollover Contribution to the Trust prior to satisfying the Plan's eligibility conditions, the Plan Administrator and Trustee must treat the Employee as a limited Participant (as described in Rev. Rul. 96-48 or in any successor ruling). A limited Participant does not share in the Plan's allocation of any Employer Contributions and may not make Salary Reduction Contributions until he/she actually becomes a Participant in the Plan. If a limited Participant has a Severance from Employment prior to becoming a Participant in the Plan, the Trustee will distribute his or her Rollover Contributions Account to the limited Participant in accordance with Article IV.

(C) **Separate Accounting.** If an Employer permits Rollover Contributions, the Plan Administrator must account separately for: (1) amounts rolled into this Plan from an eligible retirement plan (other than from another Governmental Eligible 457 plan); and (2) amounts rolled into this Plan from another

Eligible 457 Plan

Governmental Eligible 457 Plan The Plan Administrator for purposes of ordering any subsequent distribution from this Plan, may designate a distribution from a Participant's Rollover Contributions as coming first from either of (1) or (2) above if the Participant has both types of Rollover Contribution Accounts.

(D) May Include Roth Deferrals. If this Plan is an eligible governmental 457(b) plan which accepts Roth Elective Deferrals, then a Rollover Contribution may include Roth Deferrals made to another plan, as adjusted for Earnings. Such amounts must be directly rolled over into this Plan from another plan which is qualified under Code §401(a), from a 403(b) plan, or from an eligible governmental 457 plan. The Plan must account separately for the Rollover Contribution, including the Roth Deferrals and the Earnings thereon.

(E) In-Plan Roth Rollover Contributions. A Governmental Employer under an Eligible 457 Plan may elect to permit In-Plan Roth Rollover Contribution. If the Employer decides to permit In-Plan Roth Rollover Contributions, the Employer will amend the Plan to add necessary language.

3.10 DISTRIBUTION OF EXCESS DEFERRALS. In the event that a Participant has Excess Deferrals, the Plan will distribute to the Participant the Excess Deferrals and allocable net income, gain or loss, in accordance with this Section 3.10.

(A) Governmental Eligible 457 Plan. The Plan Administrator will distribute Excess Deferrals from a Governmental Eligible 457 Plan as soon as is reasonably practicable following the Plan Administrator's determination of the amount of the Excess Deferral.

(B) Tax-Exempt Organization Eligible 457 Plan. The Plan Administrator will distribute Excess Deferrals from a Tax-Exempt Organization Eligible 457 Plan no later than April 15 following the Taxable Year in which the Excess Deferral occurs.

(C) Plan Aggregation. If the Employer maintains more than one Eligible 457 Plan, the Employer must aggregate all such Plans in determining whether any Participant has Excess Deferrals.

(D) Individual Limitation. If a Participant participates in another Eligible 457 Plan maintained by a different employer, and the Participant has Excess Deferrals, the Plan Administrator may, but is not required, to correct the Excess Deferrals by making a corrective distribution from this Plan.

3.11 DEEMED IRA CONTRIBUTIONS. A Governmental Employer under an Eligible 457 Plan may elect to permit Participants to make IRA contributions to this Plan in accordance with the Code §408(q) deemed IRA rules. If the Employer elects to permit deemed IRA contributions to the Plan, the Employer will amend the Plan to add necessary IRA language and either the Rev. Proc. 2003-13 sample deemed IRA language or an appropriate substitute.

3.12 ROTH ELECTIVE DEFERRALS. The Employer may elect in the Adoption Agreement to permit Roth Elective Deferrals. Unless elected otherwise, Roth Elective Deferrals shall be treated in the same manner as Elective Deferrals. The Employer may, in operation, implement deferral election procedures provided such procedures are communicated to Participants and permit Participants to modify their elections at least once each Plan Year.

(A) Elective Deferrals. "Elective Deferral" means a contribution the Employer makes to the Plan pursuant to a Participant's Salary Reduction Agreement, as described in Section 3.02. The term "Elective Deferrals" includes Pre-tax Elective Deferrals and Roth Elective Deferrals.

(B) Pre-Tax Elective Deferrals. "Pre-Tax Elective Deferrals" means a Participant's Salary Reduction Contributions which are not includible in the Participant's gross income at the time deferred and have been irrevocably designated as Pre-Tax Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Pre-Tax Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Pre-Tax Elective Deferrals.

(C) Roth Elective Deferrals. "Roth Elective Deferrals" means a Participant's Salary Reduction Contributions that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Roth Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Roth Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Roth Elective Deferrals. However, forfeitures may not be allocated to such account. The Plan must also maintain a record of a Participant's investment in the contract (i.e., designated Roth contributions that have not been distributed) and the year in which the Participant first made a Roth Elective Deferral.

(D) Ordering Rules for Distributions. The Administrator operationally may implement an ordering rule procedure for withdrawals (including, but not limited to, withdrawals on account of an unforeseeable emergency) from a Participant's accounts attributable to Pre-Tax Elective Deferrals or Roth Elective Deferrals. Such ordering rules may specify whether the Pre-Tax Elective Deferrals or Roth Elective Deferrals are distributed first. Furthermore, such procedure may permit the Participant to elect which type of Elective Deferrals shall be distributed first.

(E) Corrective distributions attributable to Roth Elective Deferrals. For any Plan Year in which a Participant may make both Roth Elective Deferrals and Pre-Tax Elective Deferrals, the Administrator operationally may implement an ordering rule procedure for the distribution of Excess Deferrals (Treas. Reg. §1.457-4(e)). Such an ordering rule may specify whether the Pre-Tax Elective Deferrals or Roth Elective Deferrals are distributed first, to the extent such type of Elective Deferrals was made for the year. Furthermore, such procedure may permit the Participant to elect which type of Elective Deferrals shall be distributed first.

(F) Loans. If Participant loans are permitted under the Plan, then the Administrator may modify the loan policy or program to provide limitations on the ability to borrow from, or use as security, a Participant's Roth Elective Deferral account. Similarly, the loan policy or program may be modified to provide for an ordering rule with respect to the default of a loan that is made from the Participant's Roth Elective Deferral account and other accounts under the Plan.

(G) Rollovers. A direct rollover of a distribution from Roth Elective Deferrals shall only be made to a Plan which includes Roth Elective Deferrals as described in Code §402A(e)(1) or to a Roth IRA as described in Code §408A, and only to the extent the rollover is permitted under the rules of Code §402(c).

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The Plan shall accept a rollover contribution of Roth Elective Deferrals only if it is a direct rollover from another Plan which permits Roth Elective Deferrals as described in Code §402A(e)(1) and only to the extent the rollover is permitted under the rules of Code §402(c). The Employer, operationally and on a uniform and nondiscriminatory basis, may decide whether to accept any such rollovers.

The Plan shall not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Roth Elective Deferral account if the amount of the distributions that are eligible rollover distributions are reasonably expected to total less than \$200 during a year. In addition, any distribution from a Participant's Roth Elective Deferrals are not taken into account in determining whether distributions from a Participant's other accounts are reasonably expected to total less than \$200 during a year. Furthermore, the Plan will treat a Participant's Roth Elective Deferral account and the Participant's other accounts as held under two separate plans for purposes of applying the automatic rollover rules. However, eligible rollover distributions of a Participant's Roth Elective Deferrals are taken into account in determining whether the total amount of the Participant's account balances under the Plan exceed the Plan's limits for purposes of mandatory distributions from the Plan.

The provisions of the Plan that allow a Participant to elect a direct rollover of only a portion of an eligible rollover distribution but only if the amount rolled over is at least \$500 is applied by treating any amount distributed from a Participant's Roth Elective Deferral account as a separate distribution from any amount distributed from the Participant's other accounts in the Plan, even if the amounts are distributed at the same time.

(H) Automatic Enrollment. If the Plan utilizes an automatic enrollment feature as described in Section 3.02(B), then any such automatic contribution shall be a Pre-Tax Elective Deferral.

(I) Operational Compliance. The Plan Administrator will administer Roth Elective Deferrals in accordance with applicable regulations or other binding authority.

3.13 BENEFIT ACCRUAL. If the Employer elects to apply this Section, then effective as of the date adopted, for benefit accrual purposes, the Plan treats an individual who dies or becomes disabled (as defined under the terms of the Plan) while performing qualified military service with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability.

(A) Determination of benefits. The amount of Matching Contributions to be made pursuant to this Section 3.13 shall be determined as though the amount of Salary Reduction Contributions of an individual treated as reemployed under this Section on the basis of the individual's average actual Salary Reduction Contributions for the lesser of: (i) the 12-month period of service with the Employer immediately prior to qualified military service; or (ii) the actual length of continuous service with the Employer.

3.14 ELIGIBLE AUTOMATIC CONTRIBUTION ARRANGEMENT (EACA). As elected in the Adoption Agreement, the Employer maintains a Plan with automatic enrollment provisions as an Eligible Automatic Contribution Arrangement ("EACA"). Accordingly, the Plan will satisfy the (1) uniformity requirements, and (2) notice requirements under this Section.

(A) Uniformity. The Automatic Deferral Percentage must be a uniform percentage of Compensation. All Participants in the EACA, are subject to Automatic Deferrals, except to the extent otherwise provided in this Plan. If a Participant's Affirmative Election expires or otherwise ceases to be in effect, the Participant will immediately thereafter be subject to Automatic Deferrals, except to the extent otherwise provided in this Plan. However, the Plan does not violate the uniform Automatic Deferral Percentage merely because the Plan applies any of the following provisions:

(a) Years of participation. The Automatic Deferral Percentage varies based on the number of plan years the Participant has participated in the Plan while the Plan has applied EACA provisions;

(b) No reduction from prior default percentage. The Plan does not reduce an Automatic Deferral Percentage that, immediately prior to the EACA's effective date was higher (for any Participant) than the Automatic Deferral Percentage;

(c) Applying statutory limits. The Plan limits the Automatic Deferral amount so as not to exceed the limits of Code Section 457(b)(2) (determined without regard to Age 50 Catch-Up Deferrals).

(B) EACA notice. The Plan Administrator annually will provide a notice to each Participant a reasonable period prior to each plan year the Employer maintains the Plan as an EACA ("EACA Plan Year").

(a) Deemed reasonable notice/new Participant. The Plan Administrator is deemed to provide timely notice if the Plan Administrator provides the EACA notice at least 30 days and not more than 90 days prior to the beginning of the EACA Plan Year.

(b) Mid-year notice/new Participant or Plan. If: (a) an Employee becomes eligible to make Salary Reduction Contributions in the Plan during an EACA Plan Year but after the Plan Administrator has provided the annual EACA notice for that plan year; or (b) the Employer adopts mid-year a new Plan as an EACA, the Plan Administrator must provide the EACA notice no later than the date the Employee becomes eligible to make Salary Reduction Contributions. However, if it is not practicable for the notice to be provided on or before the date an Employee becomes a Participant, then the notice will nonetheless be treated as provided timely if it is provided as soon as practicable after that date and the Employee is permitted to elect to defer from all types of Compensation that may be deferred under the Plan earned beginning on that date.

(c) Content. The EACA notice must provide comprehensive information regarding the Participants' rights and obligations under the Plan and must be written in a manner calculated to be understood by the average Participant in accordance with applicable guidance.

(C) EACA permissible withdrawal. If elected in in the Adoption Agreement, a Participant who has Automatic Deferrals under the EACA may elect to withdraw all the Automatic

Deferrals (and allocable earnings) under the provisions of this Section 3.14. Any distribution made pursuant to this Section will be processed in accordance with normal distribution provisions of the Plan.

(a) Amount. If a Participant elects a permissible withdrawal under this Section, then the Plan must make a distribution equal to the amount (and only the amount) of the Automatic Deferrals made under the EACA (adjusted for allocable gains and losses to the date of the distribution). The Plan may separately account for Automatic Deferrals, in which case the entire account will be distributed. If the Plan does not separately account for the Automatic Deferrals, then the Plan must determine earnings or losses in a manner similar to the rules of Treas. Reg. §1.401(k)-2(b)(2)(iv) for distributions of excess contributions.

(b) Fees. Notwithstanding the above, the Plan Administrator may reduce the permissible distribution amount by any generally applicable fees. However, the Plan may not charge a greater fee for distribution under this Section than applies to other distributions. The Plan Administrator may adopt a policy regarding charging such fees consistent with this paragraph.

(c) Timing. The Participant may make an election to withdraw the Automatic Deferrals under the EACA no later than 90 days, or such shorter period as specified in the Adoption Agreement, after the date of the first Automatic Deferral under the EACA. For this purpose, the date of the first Automatic Deferral is the date that the Compensation subject to the Automatic Deferral otherwise would have been includible in the Participant's gross income. Furthermore, a Participant's withdrawal right is not restricted due to the Participant making an Affirmative Election during the 90 day period (or shorter period as specified in Adoption Agreement.).

(d) Rehired Employees. For purposes of this Section, an Employee who for an entire Plan Year did not have contributions made pursuant to a default election under the EACA will be treated as having not had such contributions for any prior Plan Year as well.

(e) Effective date of the actual withdrawal election: The effective date of the permissible withdrawal will be as soon as practicable, but in no event later than the earlier of (1) the pay date of the second payroll period beginning after the election is made, or (2) the first pay date that occurs at least 30 days after the election is made. The election will also be deemed to be an Affirmative Election to have no Salary Reduction Contributions made to the Plan.

(f) Related matching contributions. The Plan Administrator will not take any deferrals withdrawn pursuant to this section into account in computing the contribution and allocation of matching contributions, if any. If the Employer has already allocated matching contributions to the Participant's account with respect to deferrals being withdrawn pursuant to this Section, then the matching contributions, as adjusted for gains and losses, must be forfeited. Except as otherwise provided, the Plan will use the forfeited contributions to reduce future contributions or to reduce plan expenses.

(D) Compensation. Compensation for purposes of determining the amount of Automatic Deferrals has the same meaning as Compensation with regard to Salary Reduction Contributions in general.

(E) Definitions.

(a) Definition of Automatic Deferral. An Automatic Deferral is a Salary Reduction Contribution that results from the operation of this Article III. Under the Automatic Deferral, the Employer automatically will reduce by the Automatic Deferral Percentage as elected the Compensation of each Participant subject to the EACA. The Plan Administrator will cease to apply the Automatic Deferral to a Participant who makes an Affirmative Election as defined in this Section.

(b) Definition of Automatic Deferral Percentage/Increases. The Automatic Deferral Percentage is the percentage of Automatic Deferral (including any scheduled increase to the Automatic Deferral Percentage the Employer may elect).

(c) Effective date of EACA Automatic Deferral. The effective date of an Employee's Automatic Deferral will be as soon as practicable after the Employee is subject to Automatic Deferrals under the EACA, consistent with (a) applicable law, and (b) the objective of affording the Employee a reasonable period of time after receipt of the notice to make an Affirmative Election (and, if applicable, an investment election).

(d) Definition of Affirmative Election. An Affirmative Election is a Participant's election made after the EACA's Effective Date not to defer any Compensation or to defer more or less than the Automatic Deferral Percentage.

(e) Effective Date of Affirmative Election. A Participant's Affirmative Election generally is effective as of the first payroll period which follows the payroll period in which the Participant made the Affirmative Election. However, a Participant may make an Affirmative Election which is effective: (a) for the first payroll period in which he or she becomes a Participant if the Participant makes an Affirmative Election within a reasonable period following the Participant's entry date and before the Compensation to which the Election applies becomes currently available; or (b) for the first payroll period following the EACA's effective date, if the Participant makes an Affirmative Election not later than the EACA's effective date.

3.15 IN-PLAN ROTH ROLLOVER CONTRIBUTION

(a) Employer Election. The Employer in its Adoption Agreement in which the Employer has elected to permit Roth Deferrals also will elect whether to permit an In-Plan Roth Rollover Contribution in accordance with this Section with regard to otherwise distributable amounts and/or otherwise nondistributable amounts. If the Employer elects to permit such contributions, the Employer in its Adoption Agreement will specify the Effective Date thereof which may not be earlier than distributions made after September 27, 2010, and may not be earlier than January 1, 2013 in the case of rollovers of otherwise nondistributable amounts. An In-Plan Roth Rollover Contribution means a Rollover Contribution to the Plan that consists of a distribution or transfer from a Participant's Plan Account, other than a Roth Deferral Account, that the Participant transfers to the Participant's In-Plan Roth Rollover Contribution Account in the Plan, in accordance with Code §402(c)(4). In-Plan Roth Rollover Contributions will be subject to the Plan rules related to Roth Deferral Accounts, subject to preservation of protected benefits.

(b) Eligibility for Distribution and Rollover. A Participant may not make an In-Plan Roth Rollover Contribution with regard to an otherwise distributable amount which is not an Eligible Rollover Distribution.

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(1) Parties eligible to elect. For purposes of eligibility for an In-Plan Roth Rollover, the Plan will treat a Participant's surviving spouse Beneficiary or alternate payee spouse or alternate payee former spouse as a Participant. A non-spouse Beneficiary may not make an In-Plan Roth Rollover.

(2) Distribution from partially Vested account. In-Plan Roth Rollovers are permitted only from Vested amounts allocated to a qualifying source but may be made from partially Vested Accounts. If a distribution is made to a Participant who has not incurred a Severance from Employment and who is not fully Vested in the Participant's Account from which the In-Plan Roth Rollover Contribution is to be made, and the Participant may increase the Vested percentage in such Account.

(c) Form and Source of Rollover.

(1) Direct Rollover. An In-Plan Roth Rollover Contribution may be made only by a Direct Rollover.

(2) Account source. A Participant may make an In-Plan Roth Rollover from any account (other than a Roth account).

(3) Cash or in-kind. The Plan Administrator will effect an In-Plan Roth Rollover Contribution by rolling over the Participant's current investments to the In-Plan Roth Rollover Account. A Plan loan so rolled over without changing the repayment schedule is not treated as a new loan. However the

Employer may provide that loans cannot be rolled over in an In-Plan Roth Rollover.

(4) No Rollover or Distribution Treatment.

Notwithstanding any other Plan provision, an In-Plan Roth Rollover Contribution is not a Rollover Contribution for purposes of the Plan. Accordingly: (a) if the Employer in its Adoption Agreement has elected \$5,000 as the Plan limit on Mandatory Distributions, the Plan Administrator will take into account amounts attributable to an In-Plan Roth Rollover Contribution, in determining if the \$5,000 limit is exceeded, regardless of the Employer's election as to whether to count Rollover Contributions for this purpose; (b) no spousal consent is required for a Participant to elect to make an In-Plan Roth Rollover Contribution; (c) protected benefits with respect to the amounts subject to the In-Plan Roth Rollover are preserved; and (d) mandatory 20% federal income tax withholding does not apply to the In-Plan Roth Rollover Contribution.

(5) In-Plan Roth Rollover Contribution Account.

An In-Plan Roth Rollover Contribution Account is a sub-account the Plan Administrator may establish to account for a Participant's Rollover Contributions attributable to the Participant's In-Plan Roth Rollover Contributions. The Plan Administrator has authority to establish such a sub-account, and to the extent necessary, may establish sub-accounts based on the source of the In-Plan Roth Rollover Contribution. The Plan Administrator will administer an In-Plan Roth Rollover Contribution Account in accordance with Code and the Plan provisions.

ARTICLE IV TIME AND METHOD OF PAYMENT OF BENEFITS

4.01 **DISTRIBUTION RESTRICTIONS.** Except as the Plan provides otherwise, the Plan Administrator or Trustee may not distribute to a Participant the amounts in his or her Account prior to one of the following events:

- (a) The Participant's attaining age 70 1/2;
- (b) The Participant's Severance from Employment; or
- (c) The Participant's death.

4.02 **TIME AND METHOD OF PAYMENT OF ACCOUNT.** The Plan Administrator, or Trustee at the direction of the Plan Administrator, will distribute to a Participant who has incurred a Severance from Employment the Participant's Vested Account under one or any combination of payment methods and at the time(s) the Adoption Agreement specifies. If the Adoption Agreement permits more than one time or method, the Plan Administrator, in the absence of a Participant election described below, will determine the time and method applicable to a particular Participant. In no event will the Plan Administrator direct (or direct the Trustee to commence) distribution, nor will the Participant elect to have distribution commence, later than the Participant's required beginning date, or under a method that does not satisfy Section 4.03.

(A) Participant Election of Time and Method. The Employer in the Adoption Agreement must elect whether to permit Participants to elect the timing and method of distribution of their Account in accordance with this Section 4.02. The Plan Administrator must consent to the specific terms of any such Participant election and the Plan Administrator in its sole discretion may withhold consent. Subject to the foregoing conditions, a Participant: (1) may elect to postpone distribution of his or her Account beyond the time the Employer has elected in the Adoption Agreement, to any fixed or determinable date

including, but not beyond, the Participant's required beginning date; and (2) may elect the method of payment. A Participant in a Tax Exempt Organization Eligible 457 Plan may elect the timing and method of payment of his or her Account no later than 30 days before the date the Plan Administrator or Trustee first would commence payment of the Participant's Account in accordance with the Adoption Agreement. The Plan Administrator must furnish to the Participant a form for the Participant to elect the time and a method of payment. A Participant in a Governmental Eligible 457 Plan is not subject to any such requirement in election the timing or method of payment.

(B) Number of Initial Elections/Subsequent Elections. A Participant in a Tax-Exempt Organization Eligible 457 Plan may make any number of elections or revoke any prior election under Section 4.02(A) within the election period. Once the initial election period expires, a Participant, before payment would commence under the Participant's initial election, may make one additional election to defer (but not to accelerate) the timing of payment of his or her Account and also as to the method of payment.

(C) No Election/Default. If the Participant does not make a timely election regarding the time and method of payment, the Plan Administrator will pay or direct the Trustee to pay the Participant's Account in accordance with the Adoption Agreement.

(D) Mandatory Distribution. The Employer in the Adoption Agreement will elect whether the Plan will make Mandatory Distributions. If the Employer elects Mandatory Distributions, the Employer may determine operationally whether to include Rollover Contributions in determining whether the Participant is subject to Mandatory Distributions.

4.03 REQUIRED MINIMUM DISTRIBUTIONS. The Plan Administrator may not distribute nor direct the Trustee to distribute the Participant's Account, nor may the Participant elect any distribution his or her Account, under a method of payment which, as of the required beginning date, does not satisfy the minimum distribution requirements of Code §401(a)(9) or which is not consistent with applicable Treasury regulations.

(A) General Rules.

(1) Precedence. The requirements of this Section 4.03 will take precedence over any inconsistent provisions of the Plan.

(2) Requirements of Treasury Regulations Incorporated. All distributions required under this Section 4.03 will be determined and made in accordance with the Treasury regulations under Code §401(a)(9).

(B) Time and Manner of Distribution.

(1) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.

(2) Death of Participant Before Distribution Begins. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(a) Spouse Designated Beneficiary. If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then, except as the Employer may elect in the Adoption Agreement, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies, or by December 31 of the calendar year in which the Participant would have attained age 70 1/2, if later.

(b) Non-Spouse Designated Beneficiary. If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then, except as the Employer may elect in the Adoption Agreement, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(c) No Designated Beneficiary. If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(d) Death of Spouse. If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section 4.03(B)(2) other than Section 4.03(B)(2)(a), will apply as if the surviving spouse were the Participant.

For purposes of this Section 4.03(B) and Section 4.03(D), unless Section 4.03(B)(2)(d) applies, distributions are considered to begin on the Participant's required beginning date. If Section 4.03(B)(2)(d) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's required beginning date or to the Participant's surviving spouse

before the date distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a), the date distributions are considered to begin is the date distributions actually commence.

(3) Forms of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Sections 4.03(C) and 4.03(D). If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code §401(a)(9) and the Treasury regulations.

(C) Required Minimum Distributions during Participant's Lifetime.

(1) Amount of Required Minimum Distribution for Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(a) ULT. The quotient obtained by dividing the Participant's account balance by the number in the Uniform Life Table set forth in Treas. Reg. §1.401(a)(9)-9, using the Participant's attained age as of the Participant's birthday in the distribution calendar year; or

(b) Younger Spouse. If the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in Treas. Reg. §1.401(a)(9)-9, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

(2) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this Section 4.03(C) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(D) Required Minimum Distributions after Participant's Death.

(1) Death On or After Distributions Begin.

(a) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:

(i) Participant's Life Expectancy. The Participant's remaining life expectancy is calculated using the attained age of the Participant as of the Participant's birthday in the calendar year of death, reduced by one for each subsequent calendar year.

(ii) Spouse's Life Expectancy. If the Participant's surviving spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar

years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the attained age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(iii) Non-Spouse's Life Expectancy. If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the attained age of the Beneficiary as of the Beneficiary's birthday in the calendar year following the calendar year of the Participant's death, reduced by one for each subsequent calendar year.

(b) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the calendar year after the calendar year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the calendar year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the attained age of the Participant as of the Participant's birthday in the calendar year of death, reduced by one for each subsequent calendar year.

(2) Death before Date Distributions Begin.

(a) Participant Survived by Designated Beneficiary. Except as the Employer may elect in the Adoption Agreement, if the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Section 4.03(D)(1).

(b) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(c) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a), this Section 4.03(D)(2) will apply as if the surviving spouse were the Participant.

(d) 5-year or Life Expectancy rule; possible election. The Employer in its Adoption Agreement will elect whether distribution of the Participant's Account will be made in accordance with the life expectancy rule under Section 4.03(D)(2)(a) or the 5-year rule under Section 4.03(D)(2)(b). The Employer's election may permit a Designated Beneficiary to elect which of these rules will apply or may specify which rule applies. However, the life expectancy rule (whether subject to election or not) applies only in the case of a Designated Beneficiary. The 5-year rule applies as to any Beneficiary who is not a Designated Beneficiary. A permitted election under this Section must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under Section 4.03(D)(2)(a), or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving spouse's) death.

(E) Definitions.

(1) Designated Beneficiary. The individual who is designated as the Beneficiary under the Plan and is the designated beneficiary under Code §401(a)(9) and Treas. Reg. §1.401(a)(9)-1, Q&A-4.

(2) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which the distributions are required to begin under Section 4.03(B)(2). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, will be made on or before December 31 of that distribution calendar year.

(3) Life expectancy. Life expectancy as computed by use of the Single Life Table in Treas. Reg. §1.401(a)(9)-9.

(4) Participant's account balance. The account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any Rollover Contributions or Transfers to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

(5) Required beginning date. A Participant's required beginning date is the April 1 of the calendar year following the later of: (1) the calendar year in which the Participant attains age 70 1/2, or (2) the calendar year in which the Participant retires or such other date under Code §401(a)(9) by which required minimum distributions must commence.

4.04 DEATH BENEFITS. Upon the death of the Participant, the Plan Administrator must pay or direct the Trustee to pay the Participant's Account in accordance with Section 4.03. Subject to Section 4.03, a Beneficiary may elect the timing and method of payment in the same manner as a Participant may elect under Section 4.02, if such elections apply.

If a Participant dies while performing qualified military service (as defined in Code §414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.

4.05 DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT. The Employer must elect in the Adoption Agreement whether to permit in-service distributions of a Participant's Vested Account under this Section 4.05, notwithstanding the Section 4.01 distribution restrictions.

(A) Unforeseeable Emergency. In the event of a Participant's or the Participant's spouse, dependents or beneficiaries' unforeseeable emergency, the Plan Administrator may make a

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distribution to a Participant who has not incurred a Severance from Employment (or who has incurred a Severance but will not begin to receive payments until some future date). In the event of an unforeseeable emergency, the Plan Administrator also may accelerate payments to a Participant or to a Beneficiary. The Plan Administrator will establish a policy for determining whether an unforeseeable emergency exists. An unforeseeable emergency is a severe financial hardship of a Participant or Beneficiary resulting from: (1) illness or accident of the Participant, the Beneficiary, or the Participant's or Beneficiary's spouse or dependent (as defined in Code §152(a)); (2) loss of the Participant's or Beneficiary's property due to casualty; (3) the need to pay for the funeral expenses of the Participant's or Beneficiary's spouse or dependent (as defined in Code §152(a)); or (4) other similar extraordinary and unforeseeable circumstances arising from events beyond the Participant's or Beneficiary's control, or which applicable law may define as an unforeseeable emergency. The Plan Administrator will not pay the Participant or the Beneficiary more than the amount reasonably necessary to satisfy the emergency need, which may include amounts necessary to pay taxes or penalties on the distribution. The Plan Administrator will not make payment to the extent the Participant or Beneficiary may relieve the financial hardship by cessation of deferrals under the Plan, through insurance or other reimbursement, or by liquidation of the individual's assets to the extent such liquidation would not cause severe financial hardship.

The Participant's Beneficiary is a person who a Participant designates and who is or may become entitled to a Participant's Plan Account upon the Participant's death.

(B) De minimis distribution. In accordance with the Employer's Adoption Agreement elections, the Plan Administrator may allow a Participant to elect to receive a distribution or the Plan Administrator will distribute (without a Participant election) any amount of the Participant's Account where: (1) the Participant's Account (disregarding Rollover Contributions) does not exceed \$5,000 (or such other amount as does not exceed the Code §411(a)(11)(A) dollar amount); (2) the Participant has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (3) the Participant has not received a prior distribution under this Section 4.05(B).

(C) Distribution of Rollover Contributions. The Employer in the Adoption Agreement may elect to permit a Participant to request and to receive distribution of the Participant's Account attributable to Rollover Contributions (but not to Transfers) before the Participant has a distributable event under Section 4.01.

4.06 DISTRIBUTIONS UNDER QUALIFIED DOMESTIC RELATIONS ORDERS (QDROs).

Notwithstanding any other provision of this Plan, the Employer in the Adoption Agreement may elect to apply the QDRO provisions of this Section 4.06. If Section 4.06 applies, the Plan Administrator (and any Trustee) must comply with the terms of a QDRO, as defined in Code §414(p), which is issued with respect to the Plan.

(A) Time and Method of Payment. This Plan specifically permits distribution to an alternate payee under a QDRO at any time, notwithstanding any contrary Plan provision and irrespective of whether the Participant has attained his or her earliest retirement age (as defined under Code §414(p)) under the Plan. A distribution to an alternate payee prior to the Participant's attainment of earliest retirement age is available only if the QDRO specifies distribution at that time or permits an agreement between the Plan and the alternate payee to authorize an earlier distribution. Nothing in this Section 4.06

gives a Participant a right to receive distribution at a time the Plan otherwise does not permit nor authorizes the alternate payee to receive a form of payment the Plan does not permit.

(B) QDRO Procedures. The Plan Administrator must establish reasonable procedures to determine the qualified status of a domestic relations order. Upon receiving a domestic relations order, the Plan Administrator promptly will notify the Participant and any alternate payee named in the order, in writing, of the receipt of the order and the Plan's procedures for determining the qualified status of the order. Within a reasonable period of time after receiving the domestic relations order, the Plan Administrator must determine the qualified status of the order and must notify the Participant and each alternate payee, in writing, of the Plan Administrator's determination. The Plan Administrator must provide notice under this paragraph by mailing to the individual's address specified in the domestic relations order.

(C) Accounting. If any portion of the Participant's Account Balance is payable under the domestic relations order during the period the Plan Administrator is making its determination of the qualified status of the domestic relations order, the Plan Administrator must maintain a separate accounting of the amounts payable. If the Plan Administrator determines the order is a QDRO within 18 months of the date amounts first are payable following receipt of the domestic relations order, the Plan Administrator will distribute or will direct the Trustee to distribute the payable amounts in accordance with the QDRO. If the Plan Administrator does not make its determination of the qualified status of the order within the 18-month determination period, the Plan Administrator will distribute or will direct the Trustee to distribute the payable amounts in the manner the Plan would distribute if the order did not exist and will apply the order prospectively if the Plan Administrator later determines the order is a QDRO.

To the extent it is not inconsistent with the provisions of the QDRO, the Plan Administrator may segregate or may direct the Trustee to segregate the QDRO amount in a segregated investment account. The Plan Administrator or Trustee will make any payments or distributions required under this Section 4.06 by separate benefit checks or other separate distribution to the alternate payee(s).

(D) Permissible QDROs. A domestic relations order that otherwise satisfies the requirements for a qualified domestic relations order ("QDRO") will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death.

4.07 DIRECT ROLLOVER OF ELIGIBLE ROLLOVER DISTRIBUTIONS – GOVERNMENTAL PLAN.

(A) Participant Election. A Participant (including for this purpose, a former Employee) in a Governmental Eligible 457 Plan may elect, at the time and in the manner the Plan Administrator prescribes, to have any portion of his or her eligible rollover distribution from the Plan paid directly to an eligible retirement plan specified by the Participant in a direct rollover election. For purposes of this election, a "Participant" includes as to their respective interests, a Participant's surviving spouse and the Participant's spouse or former spouse who is an alternate payee under a QDRO.

(B) Rollover and Withholding Notice. At least 30 days and not more than 180 days prior to the Trustee's distribution of an

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eligible rollover distribution, the Plan Administrator must provide a written notice (including a summary notice as permitted under applicable Treasury regulations) explaining to the distributee the rollover option, the applicability of mandatory 20% federal withholding to any amount not directly rolled over, and the recipient's right to roll over within 60 days after the date of receipt of the distribution ("rollover notice").

(C) Default distribution or rollover. Except as provided in Paragraph (D), in the case of a Participant who does not elect timely to roll over or to receive distribution of his or her Account, the Plan Administrator or the Trustee, at the Plan Administrator's direction, may distribute to the Participant or may directly roll over the Participant's Account in accordance with the Plan's rollover notice.

(D) Mandatory default rollover. If (1) the Plan is a Governmental Eligible 457 Plan, (2) the Plan makes a mandatory distribution after the Code §401(a)(31)(B) Effective Date, greater than \$1,000, and (3) the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly, then the Plan Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Plan Administrator.

(E) Non-spouse beneficiary rollover right. A non-spouse beneficiary who is a "designated beneficiary" under Section 4.03(E)(1), by a direct trustee-to-trustee transfer ("direct rollover"), may roll over all or any portion of his or her distribution to an individual retirement account the beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an eligible rollover distribution.

(1) Certain requirements not applicable. Although a non-spouse beneficiary may roll over directly a distribution as provided in Section 4.07(E), the distribution is not subject to the direct rollover requirements of Code §401(a)(31) (including the automatic rollover provisions of Code §401(a)(31)(B)), the notice requirements of Code §402(f) or the mandatory withholding requirements of Code §3405(c). If a non-spouse beneficiary receives a distribution from the Plan, the distribution is not eligible for a "60-day" rollover.

(2) Trust beneficiary. If the Participant's named beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Code §401(a)(9)(E).

(3) Required minimum distributions not eligible for rollover. A non-spouse beneficiary may not roll over an amount which is a required minimum distribution, as determined under applicable Treasury regulations and other Revenue Service guidance. If the Participant dies before his or her required beginning date and the non-spouse beneficiary rolls over to an IRA the maximum amount eligible for rollover, the beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Treas. Reg. §1.401(a)(9)-3, A-4(c), in determining the required minimum distributions from the IRA that receives the non-spouse beneficiary's distribution.

(F) Definitions. The following definitions apply to this Section:

(1) Eligible rollover distribution. An eligible rollover distribution is any distribution of all or any portion of a Participant's Account, except an eligible rollover distribution does not include: (a) any distribution which is one of a series of substantially equal periodic payments (not less frequently than

annually) made for the life (or life expectancy) of the Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's designated Beneficiary, or for a specified period of ten years or more; (b) any Code §401(a)(9) required minimum distribution; (c) any unforeseeable emergency distribution; and (d) any distribution which otherwise would be an eligible rollover distribution, but where the total distributions to the Participant during that calendar year are reasonably expected to be less than \$200.

(2) Eligible retirement plan. An eligible retirement plan is an individual retirement account described in Code §408(a), an individual retirement annuity described in Code §408(b), an annuity plan described in Code §403(a), a qualified plan described in Code §401(a), an annuity contract (or custodial agreement) described in Code §403(b), or an eligible deferred compensation plan described in Code §457(b) and maintained by an Employer described in Code §457(e)(1)(A), which accepts the Participant's, the Participant's spouse or alternate payee's eligible rollover distribution.

A Participant or beneficiary may elect to roll over directly an eligible rollover distribution to a Roth IRA described in Code §408A(b). For this purpose, the term "eligible rollover distribution" includes a rollover distribution described in this Section.

(3) Direct rollover. A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

(4) Mandatory distribution. A mandatory distribution is an eligible rollover distribution without the Participant's consent before the Participant attains the later of age 62 or Normal Retirement Age (see paragraph 3.05 (B)). A distribution to a beneficiary is not a mandatory distribution.

(5) 401(a)(31)(B) Effective Date. The 401(a)(31)(B) Effective Date is the date of the close of the first regular legislative session of the legislative body with the authority to amend the Plan that begins on or after January 1, 2006.

4.08 ELECTION TO DEDUCT FROM DISTRIBUTION. An Eligible Retired Public Safety Officer may elect annually for that taxable year to have the Plan deduct an amount from a distribution which the Eligible Retired Public Safety Officer otherwise would receive and include in income. The Plan will pay such deducted amounts directly to pay qualified health insurance premiums.

(A) Direct payment. The Plan will pay directly to the provider of the accident or health insurance plan or qualified long-term care insurance contract the amounts the Eligible Retired Public Safety Officer has elected to have deducted from the distribution. Such amounts may not exceed the lesser of \$3,000 or the amount the Participant paid for such taxable year for qualified health insurance premiums, and which otherwise complies with Code §402(l).

(B) Definitions.

(1) Eligible retired public safety officer. An "Eligible Retired Public Safety Officer" is an individual who, by reason of disability or attainment of Normal Retirement Age, is separated from service as a Public Safety Officer with the Employer.

(2) Public safety officer. A "Public Safety Officer" has the same meaning as in Section 1204(9)(A) of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3796b(9)(A)).

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(3) Qualified health insurance premiums. The term "qualified health insurance premiums" means premiums for coverage for the Eligible Retired Public Safety Officer, his or

her spouse, and dependents, by an accident or health insurance plan or qualified long-term care insurance contract (as defined in Code §7702B(b)).

ARTICLE V PLAN ADMINISTRATOR - DUTIES WITH RESPECT TO PARTICIPANTS' ACCOUNTS

5.01 TERM/VACANCY. The Plan Administrator will serve until his or her successor is appointed. In case of a vacancy in the position of the Plan Administrator, the Employer will exercise any and all of the powers, authority, duties and discretion conferred upon the Plan Administrator pending the filling of the vacancy.

5.02 POWERS AND DUTIES. The Plan Administrator will have the following powers and duties:

- (a) To select a committee to assist the Plan Administrator;
- (b) To select a secretary for the committee, who need not be a member of the committee;
- (c) To determine the rights of eligibility of an Employee to participate in the Plan and the value of a Participant's Account;
- (d) To adopt rules and procedures and to create administrative forms necessary for the proper and efficient administration of the Plan provided the rules, procedures and forms are not inconsistent with the terms of the Plan;
- (e) To construe and enforce the terms of the Plan and the rules and regulations the Plan Administrator adopts, including interpretation of the Plan documents and documents related to the Plan's operation;
- (f) To direct the distribution of a Participant's Account;
- (g) To review and render decisions respecting a claim for (or denial of a claim for) a benefit under the Plan;
- (h) To furnish the Employer with information which the Employer may require for tax or other purposes;
- (i) To establish a policy in making distributions for unforeseeable emergencies;
- (j) To establish under a Governmental Eligible 457 Plan, policies regarding the receipt of Rollover Contributions and default rollover distributions;
- (k) To establish a policy regarding the making and the receipt of Transfers;
- (l) To establish a policy regarding Participant or Beneficiary direction of investment;
- (m) To engage the services of any person to invest any Account under this Plan and to direct such person to make payment to a Participant of his or her Vested Account;
- (n) To establish under a Governmental Eligible 457 Plan, a policy (see Section 5.02(A)) which the Trustee must observe in making loans, if any, to Participants and Beneficiaries;
- (o) To undertake correction of any Plan failures as necessary to preserve eligible Plan status; and
- (p) To undertake any other action the Plan Administrator deems reasonable or necessary to administer the Plan.

The Plan Administrator shall have total and complete discretion to interpret and construe the Plan and to determine all questions arising in the administration, interpretation and

application of the Plan. Any determination the Plan Administrator makes under the Plan is final and binding upon any affected person.

(A) Loan Policy. In a Governmental Eligible 457 Plan, the Plan Administrator, in its sole discretion, may establish, amend or terminate from time to time, a nondiscriminatory policy which the Trustee must observe in making Plan loans, if any, to Participants and to Beneficiaries. If the Plan Administrator adopts a loan policy, the loan policy must be a written document and must include: (1) the identity of the person or positions authorized to administer the participant loan program; (2) the procedure for applying for a loan; (3) the criteria for approving or denying a loan; (4) the limitations, if any, on the types and amounts of loans available; (5) the procedure for determining a reasonable rate of interest; (6) the types of collateral which may secure the loan; and (7) the events constituting default and the steps the Plan will take to preserve Plan assets in the event of default. A loan policy the Plan Administrator adopts under this Section 5.02(A) is part of the Plan, except that the Plan Administrator may amend or terminate the policy without regard to Section 9.01.

(B) QDRO Policy. If the QDRO provisions of Section 4.06 apply, the Plan Administrator will establish QDRO procedures.

5.03 COMPENSATION. The Plan Administrator and the members of the Committee will serve without compensation for services, but the Employer will pay all expenses of the Plan Administrator and Committee.

5.04 AUTHORIZED REPRESENTATIVE. The Plan Administrator may authorize any one of the members of the Committee, if any, or the Committee's Secretary, to sign on the Plan Administrator's behalf any Plan notices, directions, applications, certificates, consents, approvals, waivers, letters or other documents.

5.05 INDIVIDUAL ACCOUNTS/RECORDS. The Plan Administrator will maintain a separate Account in the name of each Participant to reflect the value of the Participant's Deferred Compensation under the Plan. The Plan Administrator will maintain records of its activities.

5.06 VALUE OF PARTICIPANT'S ACCOUNT. The value of each Participant's Account consists of his or her accumulated Deferred Compensation, as of the most recent Accounting Date or any later date as the Plan Administrator may determine.

5.07 ACCOUNT ADMINISTRATION, VALUATION AND EXPENSES.

(A) Individual Accounts. The Plan Administrator, as necessary for the proper administration of the Plan, will maintain, or direct the Trustee to maintain, a separate Account, or multiple Accounts, in the name of each Participant to reflect the Participant's Account Balance under the Plan. The Plan Administrator will make its allocations of Employer Contributions and of Earnings, or will request the Trustee to make such allocations, to the Accounts of the Participants as necessary to maintain proper Plan records and in accordance with the applicable: (i) Contribution Types; (ii) allocation conditions; (iii) investment account types; and (iv) Earnings allocation methods. The Plan Administrator may also maintain, or direct the Trustee to maintain, a separate temporary Account for Participant forfeitures which occur during a Plan Year,

pending their accrual and allocation in accordance with the Plan terms, or for other special items as the Plan Administrator determines is necessary and appropriate for proper plan administration.

(1) By Contribution Type. The Plan Administrator, will establish Plan Accounts for each Participant as necessary to reflect his or her Accounts attributable to the following Contribution Types and the Earnings attributable thereto: Pre-Tax Deferrals, Roth Deferrals, Matching Contributions, Nonelective Contributions, Rollover Contributions (including Roth versus pre-tax amounts), and Transfers.

(2) By investment account type. The Plan Administrator will establish separate Accounts for each Participant as necessary to reflect his or her investment account types as described below:

(a) Pooled Accounts. A Pooled Account is an Account which for investment purposes is not a Segregated Account or a Participant-Directed Account. If any or all Plan investment Accounts are Pooled Accounts, each Participant's Account has an undivided interest in the assets comprising the Pooled Account. In a Pooled Account, the value of each Participant's Account Balance consists of that proportion of the net worth (at fair market value) of the Trust Fund which the net credit balance in his or her Account (exclusive of the cash value of incidental benefit insurance contracts) bears to the total net credit balance in the Accounts of all Participants plus the cash surrender value of any insurance contracts held by the Trustee on the Participant's life. As of each Valuation Date, the Plan Administrator must reduce a Participant-Directed Account for any forfeiture arising from Section 5.07 after the Plan Administrator has made all other allocations, changes or adjustments to the Account (excluding Earnings) for the valuation period.

(b) Participant-Directed Accounts. A Participant-Directed Account is an Account that the Plan Administrator establishes and maintains or directs the Trustee to establish and maintain for a Participant to invest in one or more assets that are not pooled assets held by the Trust, such as assets in a brokerage account or other property in which other Participants do not have any interest. As the Plan Administrator determines, a Participant-Directed Account may provide for a limited number and type of investment options or funds, or may be open-ended and subject only to any limitations imposed by applicable law. A Participant may have one or more Participant-Directed Accounts in addition to Pooled or Segregated Accounts. A Participant-Directed Account is credited and charged with the Earnings. As of each Valuation Date, the Plan Administrator must reduce a Participant-Directed Account for any forfeiture arising from Section 5.07 after the Plan Administrator has made all other allocations, changes or adjustments to the Account (excluding Earnings) for the valuation period.

(c) Segregated Accounts. A Segregated Account is an Account the Plan Administrator establishes and maintains or directs the Trustee to establish and maintain for a Participant: (i) to facilitate installment payments; (ii) to hold a QDRO amount; (iii) to prevent a distortion of Plan Earnings allocations; or (iv) for such other purposes as the Plan Administrator may direct. A Segregated Account receives all income it earns and bears all expense or loss it incurs. The Trustee will invest the assets of a Segregated Account consistent with the purpose for which the Plan Administrator or Trustee established the Account. As of

each Valuation Date, the Plan Administrator must reduce a Segregated Account for any forfeiture arising after the Plan Administrator has made all other allocations, changes or adjustments to the Account (excluding Earnings) for the Valuation Period. Notwithstanding anything in this Section to the contrary, transferred amounts are not required to be separately accounted for and may be combined with the corresponding Account maintained in this Plan provided all rights, benefits and features and other attributes are identical with respect to each account, or are identical after the combination and such combination does not result in the impermissible elimination of any Code §411(d)(6) protected benefits.

(3) Amount of Account/distributions. The amount of a Participant's Account, as determined by the Plan Administrator, is equal to the sum of all contributions, Earnings and other additions credited to the Account, less all distributions (including distributions to Beneficiaries and to alternate payees and also including disbursement of Plan loan proceeds), expenses and other charges against the Account as of a Valuation Date or other relevant date. For purposes of a distribution under the Plan, the amount of a Participant's Account Balance is determined based upon its value on the Valuation Date immediately preceding or coinciding with the date of the distribution. If any or all Plan investment Accounts are Participant-Directed Accounts, the directing Participant's Account Balance consists of the assets held within the Participant-Directed Account and the value of the Account is determined based upon the fair market value of such assets.

(4) Account statements. As soon as practicable after the Accounting Date of each Plan Year, the Plan Administrator will deliver to each Participant (and to each Beneficiary) a statement reflecting the amount of his or her Account Balance in the Trust as of the statement date or most recent Valuation Date. No Participant, except the Plan Administrator/Participant or Trustee/Participant, has the right to inspect the records reflecting the Account of any other Participant.

(B) Allocation of Earnings. This Section 5.07(B) applies solely to the allocation of Earnings of the Trust Fund. The Plan Administrator will allocate Employer Contributions and Participant forfeitures, if any, in accordance with Article III. Earnings means the net income, gain or loss earned by a particular Account, by the Trust, or with respect to a contribution or to a distribution, as the context requires.

(1) Allocate as of Valuation Date. As of each Valuation Date, the Plan Administrator must adjust Accounts to reflect Earnings for the Valuation Period since the last Valuation Date.

(2) Definition of Valuation Date. A Valuation Date under this Plan is each: (a) Accounting Date; (b) Valuation Date the Employer elects in the Adoption Agreement; or (c) Valuation Date the Plan Administrator establishes. The Employer in the Adoption Agreement or the Plan Administrator may elect alternative Valuation Dates for the different Contribution Types which the Plan Administrator maintains under the Plan.

(3) Definition of Valuation Period. The Valuation Period is the period beginning on the day after the last Valuation Date and ending on the current Valuation Date.

(4) Allocation methods. The Plan Administrator will allocate Earnings to the Participant Accounts in accordance with the daily valuation method, balance forward method, balance forward with adjustment method, weighted average method, Participant-Directed Account method, or other method the Employer elects under the Adoption Agreement. The Employer in the Adoption Agreement may elect alternative methods under which the Plan Administrator will allocate the Earnings to the Accounts reflecting different Contribution Types or investment Account types which the Plan Administrator maintains under the Plan. The Plan Administrator first will adjust the Participant Accounts, as those Accounts stood at the beginning of the current Valuation Period, by reducing the Accounts for any forfeitures, distributions, and loan disbursement payments arising under the Plan, for expenses charged during the Valuation Period to the Accounts (expenses directly related to a Participant's Account). The Plan Administrator then, subject to the restoration allocation requirements of the Plan, will allocate Earnings under the applicable valuation method.

(a) Daily valuation method. If the Employer in the Adoption Agreement elects to apply the daily valuation method, the Plan Administrator will allocate Earnings on each day of the Plan Year for which Plan assets are valued on an established market and the Trustee is conducting business. Under the daily valuation method, all assets subject to such method are subject to daily valuation. The assets may be held in Participant-Directed Accounts or in Accounts which are subject to Trustee or other fiduciary investment direction.

(b) Balance forward method. If the Employer in the Adoption Agreement elects to apply the balance forward method, the Plan Administrator will allocate Earnings pro rata to the adjusted Participant Accounts, since the last Valuation Date.

(c) Balance forward with adjustment method. If the Employer in the Adoption Agreement elects to apply the balance forward with adjustment method, the Plan Administrator will allocate pursuant to the balance forward method, except it will treat as part of the relevant Account at the beginning of the Valuation Period the percentage of the contributions made as the Employer elects in the Adoption Agreement, during the Valuation Period the Employer elects in the Adoption Agreement.

(d) Weighted average method. If the Employer in the Adoption Agreement elects to apply a weighted average allocation method, the Plan Administrator will allocate pursuant to the balance forward method, except it will treat a weighted portion of the applicable contributions as if includible in the Participant's Account as of the beginning of the Valuation Period. The weighted portion is a fraction, the numerator of which is the number of months in the Valuation Period, excluding each month in the Valuation Period which begins prior to the contribution date of the applicable contributions, and the denominator of which is the number of months in the Valuation Period. The Employer in the Adoption Agreement may elect to substitute a weighting period other than months for purposes of this weighted average allocation.

(e) Participant-Directed Account method. The Employer in the Adoption Agreement must elect to apply the Participant-Directed Account method to any Participant-Directed Account under the Plan. Under the Participant-Directed Account method: (i) each Participant-Directed Account is credited and charged with the Earnings such Account generates;

(ii) the Employer's election, if any, in the Adoption Agreement of another method for the allocation of Earnings will not apply to any Participant-Directed Account; and (iii) the Participant-Directed Account may be valued as often as daily, but will be valued at least annually, and all assets in the Account are not necessarily valued on the same frequency. An Account which is subject to the Participant-Directed Account method includes an individual brokerage account or similar account in title to the Trustee for the benefit of the Participant.

(C) Allocation of Net Income, Gain or Loss (No Trust). In a Tax-Exempt Eligible 457 Plan that does not maintain a trust the Plan Administrator will allocate net income, gain or loss in accordance with this provision. As of each Accounting Date (and each other valuation date determined under the Adoption Agreement), the Plan Administrator will adjust Accounts to reflect net income, gain or loss, if any, since the last Accounting Date or Account valuation. The Employer in the Adoption Agreement will elect the method for allocating net income gain or loss. The Plan Administrator will continue to allocate net income, gain and loss to a Participant's Account subject to an installment distribution, until the Account is fully distributed.

5.08 ACCOUNT CHARGED. The Plan Administrator will charge all distributions made to a Participant or to his or her Beneficiary, or transferred under Section 9.03 from his or her Account, against the Account of the Participant when made.

5.09 OWNERSHIP OF FUND/TAX-EXEMPT ORGANIZATION. If the Employer is a Tax-Exempt Organization, the Plan is an unfunded plan and all Deferred Compensation, property and rights to property purchased by Deferred Compensation and all income attributable thereto remain, until paid or made available under the Plan, the sole property and rights of the Employer, subject only to the claims of the Employer's general creditors. No Participant or Beneficiary will have any vested interest or secured or preferred position with respect to an Account or have any claim against the Employer except as a general creditor. No Participant or Beneficiary shall have any right to sell, assign, transfer or otherwise convey his or her Account or any interest in his or her Deferred Compensation. The Employer or the Plan Administrator, acting as the Employer's agent, may enter into a trust agreement solely for the purpose of investing all or part of the Accounts, which will be subject to the claims of the Employer's general creditors, and in which the Participants or Beneficiaries will not have a vested interest nor a secured or preferred position or have any claim except as the Employer's general creditor. The Employer may not purchase life insurance contracts under this Plan unless the Employer retains all incidents of ownership in such contracts, the Employer is the sole beneficiary of such contracts and the Employer is not under any obligation to transfer the contracts or pass through the proceeds to any Participant or to his or her Beneficiary. The Employer may adopt and attach to the Plan as "Appendix A," the Internal Revenue Service Model Rabbi Trust under Rev. Proc. 92-64 (as amended) to hold the assets of a Tax-Exempt Organization Eligible 457 Plan. If the Employer adopts the Model Rabbi Trust, the Plan incorporates by reference the provisions of the Model Rabbi Trust as if fully set forth herein.

5.10 PARTICIPANT DIRECTION OF INVESTMENT. Subject to the terms of the Plan Administrator's adopted policy, if any, and also to written consent of the Trustee, if the Plan has a Trust, a Participant will have the right to direct the investment or re-investment of the assets comprising the Participant's Account. The Plan Administrator will account separately for the Participant-Directed Accounts. The Participant's right to direct investment does not give the Participant any vested interest or secured or preferred position with respect to assets over which he/she has investment responsibility.

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5.11 VESTING/SUBSTANTIAL RISK OF FORFEITURE. The Employer in the Adoption Agreement may elect to apply a vesting schedule or to specify any other Substantial Risk of Forfeiture applicable to any or all Deferral Contributions.

(A) Forfeiture Allocation. The Employer in the Adoption Agreement must elect the method the Plan Administrator will use to allocate any Participant forfeitures, including those related to lost Participants under Section 5.14. The Plan Administrator will allocate a forfeiture in the Plan Year in which the forfeiture occurs or in the next following Plan Year.

5.12 PRESERVATION OF ELIGIBLE PLAN STATUS. The Plan Administrator may elect to sever from this Plan and to treat as a separate 457 plan, the Accounts of any Participants who have Excess Deferrals that the Plan Administrator has not corrected in accordance with Section 3.10 or in the case of any other Code §457(b) failure that the Employer may not otherwise correct, and which failure would result in the Plan ceasing to be an Eligible 457 Plan. In such event, the Plan Administrator will take any necessary or appropriate action consistent with the Employer's maintenance of separate 457 plans and with preservation of Eligible 457 Plan status of this Plan.

5.13 LIMITED LIABILITY. The Employer will not be liable to pay plan benefits to a Participant in excess of the value of the Participant's Account as the Plan Administrator determines in accordance with the Plan terms. Neither the Employer nor the Plan Administrator will be liable for losses arising from depreciation or shrinkage in the value of any investments acquired under this Plan.

5.14 LOST PARTICIPANTS. If the Plan Administrator is unable to locate any Participant or Beneficiary whose Account becomes distributable (a "lost Participant"), the Plan Administrator will apply the provisions of this Section 5.14.

(A) Attempt to Locate. The Plan Administrator will attempt to locate a lost Participant and may use one or more of the following methods: (1) provide a distribution notice to the lost Participant at his or her last known address by certified or registered mail; (2) use a commercial locator service, the internet or other general search method; (3) use the Social Security Administration or PBGC search program; or (4) use such other methods as the Plan Administrator believes prudent.

(B) Failure to Locate. If a lost Participant remains unlocated for 6 months following the date the Plan Administrator first attempts to locate the lost Participant using one or more of the methods described in Section 5.14(A), the Plan Administrator may forfeit the lost Participant's Account. If the Plan Administrator forfeits the lost Participant's Account, the forfeiture occurs at the end of the above-described 6-month period and the Plan Administrator will allocate the forfeiture in accordance with Section 5.11. The Plan Administrator under this Section 5.14(B) will forfeit the entire Account of the lost Participant, including Salary Reduction Contributions.

If a lost Participant whose Account was forfeited thereafter at any time but before the Plan has been terminated makes a claim for his or her forfeited Account, the Plan Administrator will restore the forfeited Account to the same dollar amount as the amount forfeited, unadjusted for net income, gains or losses occurring subsequent to the forfeiture. The Plan Administrator will make the restoration in the Plan Year in which the lost Participant makes the claim, first from the amount, if any, of Participant forfeitures the Plan Administrator otherwise would allocate for the Plan Year, then from the amount, if any, of Trust net income or gain for the Plan Year and last from the amount or

additional amount the Employer contributes to the Plan for the Plan Year. The Plan Administrator will distribute the restored Account to the lost Participant not later than 60 days after the close of the Plan Year in which the Plan Administrator restores the forfeited Account.

(C) Nonexclusivity and Uniformity. The provisions of this Section 5.14 are intended to provide permissible but not exclusive means for the Plan Administrator to administer the Accounts of lost Participants. The Plan Administrator may utilize any other reasonable method to locate lost Participants and to administer the Accounts of lost Participants, including the default rollover under Section 4.07(C) and such other methods as the Revenue Service or the U.S. Department of Labor ("DOL") may in the future specify. The Plan Administrator will apply Section 5.14 in a reasonable manner, but may in determining a specific course of action as to a particular Account, reasonably take into account differing circumstances such as the amount of a lost Participant's Account, the expense in attempting to locate a lost Participant, the Plan Administrator's ability to establish and the expense of establishing a rollover IRA, and other factors. The Plan Administrator may charge to the Account of a lost Participant the reasonable expenses incurred under this Section 5.14 and which are associated with the lost Participant's Account.

5.15 PLAN CORRECTION. The Plan Administrator, in conjunction with the Employer and Trustee as appropriate, may undertake such correction of Plan errors as the Plan Administrator deems necessary, including but not limited to correction to maintain the Plan's status as an Eligible 457 Plan. The Plan Administrator under this Section 5.15 also may undertake Plan correction in accordance with any correction program that the Internal Revenue Service makes applicable to 457 plans.

ARTICLE VI PARTICIPANT ADMINISTRATIVE PROVISIONS

6.01 BENEFICIARY DESIGNATION. A Participant from time to time may designate, in writing, any person(s) (including a trust or other entity), contingently or successively, to whom the Plan Administrator or Trustee will pay the Participant's Account (including any life insurance proceeds payable to the Participant's Account) in the event of death. A Participant also may designate the method of payment of his or her Account. The Plan Administrator will prescribe the form for the Participant's written designation of Beneficiary and, upon the Participant's filing the form with the Plan Administrator, the form revokes all designations filed prior to that date by the same Participant. A divorce decree, or a decree of legal separation, revokes the Participant's designation, if any, of his or her spouse as his or her Beneficiary under the Plan unless the decree or a QDRO provides otherwise. The foregoing revocation provision (if applicable) applies only with respect to a Participant whose divorce or legal separation becomes effective on or following the date the Employer executes the Adoption Agreement, unless the Employer in the Adoption Agreement specifies a different effective date.

6.02 NO BENEFICIARY DESIGNATION. If a Participant fails to name a Beneficiary in accordance with Section 6.01, or if the Beneficiary named by a Participant predeceases the Participant, then the Plan Administrator will pay the Participant's remaining Account in accordance with Article IV in the following order of priority, to:

- (a) The Participant's surviving spouse; or
- (b) The Participant's children (including adopted children), in equal shares by right of representation (one share for each surviving child and one share for each child who predeceases the Participant with living descendants); and if none to
- (c) The Participant's estate.

If the Beneficiary survives the Participant, but dies prior to distribution of the Participant's entire Account, the Trustee will pay the remaining Account to the Beneficiary's estate unless: (1) the Participant's Beneficiary designation provides otherwise; or (2) the Beneficiary has properly designated a beneficiary. A Beneficiary only may designate a beneficiary for the Participant's Account Balance remaining at the Beneficiary's death, if the Participant has not previously designated a successive contingent beneficiary and the Beneficiary's designation otherwise complies with the Plan terms. The Plan Administrator will direct a Trustee if applicable as to the method and to whom the Trustee will make payment under this Section 6.02.

6.03 SALARY REDUCTION AGREEMENT.

(A) General. A Participant must elect to make Salary Reduction Contributions on a Salary Reduction Agreement form the Plan Administrator provides for this purpose. The Salary Reduction Agreement must be consistent with the Employer's Adoption Agreement elections and the Plan Administrator in a Salary Reduction Agreement may impose such other terms and limitations as the Plan Administrator may determine.

(B) Election Timing. A Participant's Salary Reduction Agreement may not take effect earlier than the first day of the calendar month following the date the Participant executes the Salary Reduction Agreement and as to Compensation paid or made available in such calendar month. However, if an

Employee is eligible to become a Participant during the Employee's calendar month of hire, the Employee may execute a Salary Reduction Agreement on or before the date he/she becomes an Employee, effective for the month in which he/she becomes an Employee.

(C) Sick, Vacation and Back Pay. If the Employer in the Adoption Agreement permits Participants to make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay, a Participant who will incur a Severance from Employment may execute a Salary Reduction Agreement before such amounts are paid or made available provided: (i) such amounts are paid or made available before the Participant incurs the Severance; and (ii) the Participant is an Employee in that month.

(D) Modification of Salary Reduction Agreement. A Participant's Salary Reduction Agreement remains in effect until a Participant modifies it or ceases to be eligible to participate in the Plan. A Participant may modify his or her Salary Reduction Agreement by executing a new Salary Reduction Agreement. Any modification will become effective no earlier than the beginning of the calendar month commencing after the date the Participant executes the new Salary Reduction Agreement. Filing a new Salary Reduction Agreement will revoke all Salary Reduction Agreements filed prior to that date. The Employer or Plan Administrator may restrict the Participant's right to modify his or her Salary Reduction Agreement in any Taxable Year.

6.04 PERSONAL DATA TO PLAN ADMINISTRATOR. Each Participant and each Beneficiary of a deceased Participant must furnish to the Plan Administrator such evidence, data or information as the Plan Administrator considers necessary or desirable for the purpose of administering the Plan. The provisions of this Plan are effective for the benefit of each Participant upon the condition precedent that each Participant will furnish promptly full, true and complete evidence, data and information when requested by the Plan Administrator, provided the Plan Administrator advises each Participant of the effect of his or her failure to comply with its request.

6.05 ADDRESS FOR NOTIFICATION. Each Participant and each Beneficiary of a deceased Participant must file with the Plan Administrator from time to time, in writing, his or her address and any change of address. Any communication, statement or notice addressed to a Participant, or Beneficiary, at his or her last address filed with the Plan Administrator, or as shown on the records of the Employer, binds the Participant, or Beneficiary, for all purposes of this Plan.

6.06 PARTICIPANT OR BENEFICIARY INCAPACITATED. If, in the opinion of the Plan Administrator or of the Trustee, a Participant or Beneficiary entitled to a Plan distribution is not able to care for his or her affairs because of a mental condition, a physical condition, or by reason of age, the Plan Administrator or at the direction of the Plan Administrator, the Trustee, may make the distribution to the Participant's or Beneficiary's guardian, conservator, trustee, custodian (including under a Uniform Transfers or Gifts to Minors Act) or to his or her attorney-in-fact or to other legal representative upon furnishing evidence of such status satisfactory to the Plan Administrator and to the Trustee. The Plan Administrator and the Trustee do not have any liability with respect to payments so made and neither the Plan Administrator nor the Trustee has any duty to make inquiry as to the competence of any person entitled to receive payments under the Plan.

ARTICLE VII MISCELLANEOUS

7.01 NO ASSIGNMENT OR ALIENATION. A Participant or Beneficiary does not have the right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments under the Plan or Trust and the Plan Administrator and the Trustee will not recognize any such anticipation, assignment, or alienation. The payments and the rights under this Plan are nonassignable and nontransferable. Furthermore, a Participant's or Beneficiary's interest in the Trust is not subject to attachment, garnishment, levy, execution or other legal or equitable process.

7.02 EFFECT ON OTHER PLANS. This Plan does not affect benefits under any other retirement, pension, or benefit plan or system established for the benefit of the Employer's Employees, and participation under this Plan does not affect benefits receivable under any such plan or system, except to the extent provided in such plan or system.

7.03 WORD USAGE. Words used in the masculine will apply to the feminine where applicable, and wherever the context of the Plan dictates, the plural will be read as the singular and the singular as the plural.

7.04 STATE LAW. The laws of the state of the Employer's principal place of business will determine all questions arising with respect to the provisions of this Plan, except to the extent Federal law supersedes State law.

7.05 EMPLOYMENT NOT GUARANTEED. Nothing contained in this Plan, or any modification or amendment to the Plan, or in the creation of any Account, or the payment of any benefit, gives any Employee, Participant or Beneficiary any right to continue employment, any legal or equitable right against the Employer, the Plan Administrator, the Trustee, any other Employee of the Employer, or any agents thereof except as expressly provided by the Plan.

7.06 NOTICE, DESIGNATION, ELECTION, CONSENT AND WAIVER. All notices under the Plan and all Participant or Beneficiary designations, elections, consents or waivers must be in writing and made in a form the Plan Administrator specifies or otherwise approves. To the extent permitted by Treasury regulations or other applicable guidance, any Plan notice, election, consent or waiver may be transmitted electronically. Any person entitled to notice under the Plan may waive the notice or shorten the notice period except as otherwise required by the Code.

ARTICLE VIII TRUST PROVISIONS—GOVERNMENTAL ELIGIBLE 457 PLAN

8.01 GOVERNMENTAL ELIGIBLE 457 PLAN. The provisions of this Article VIII apply to a Governmental Eligible 457 Plan and do not apply to a Tax-Exempt Organization Eligible 457 Plan. The Employer in the Adoption Agreement may elect to substitute another trust (attached to this Plan as "Appendix A") or to modify any provision of Article VIII, consistent with Code §457(g) and applicable Treasury regulations.

8.02 ACCEPTANCE/HOLDING. The Trustee accepts the Trust created under the Plan and agrees to perform the duties and obligations imposed. The Trustee must hold in trust under this Article VIII, all Deferred Compensation until paid in accordance with the Plan terms.

8.03 RECEIPT OF CONTRIBUTIONS. The Trustee is accountable to the Employer for the funds contributed to it by the Employer or the Plan Administrator, but the Trustee does not have any duty to see that the contributions received comply with the provisions of the Plan.

8.04 FULL INVESTMENT POWERS. The Trustee has full discretion and authority with regard to the investment of the Trust, except with respect to a Trust asset under Participant direction of investment, in accordance with Section 8.12. The Trustee is authorized and empowered, but not by way of limitation, to exercise and perform the following powers, rights and duties:

(a) To invest any part or all of the Trust in any common or preferred stocks, open-end or closed-end mutual funds, put and call options traded on a national exchange, United States retirement plan bonds, corporate bonds, debentures, convertible debentures, commercial paper, U. S. Treasury bills, U. S. Treasury notes and other direct or indirect obligations of the United States Government or its agencies, improved or unimproved real estate situated in the United States, limited partnerships, insurance contracts of any type, mortgages, notes or other property of any kind, real or personal, and to buy or sell options on common stock on a nationally recognized options exchange with or without holding the underlying common stock, as a prudent person would do under like circumstances. Any investment made or retained by the Trustee in good faith will be proper but must be of a kind constituting a diversification considered by law suitable for trust investments;

(b) To retain in cash so much of the Trust as it may deem advisable to satisfy liquidity needs of the Plan and to deposit any cash held in the Trust in a bank account at reasonable interest;

(c) To invest, if the Trustee is a bank or similar financial institution supervised by the United States or by a State, in any type of deposit of the Trustee (or a bank related to the Trustee within the meaning of Code §414(b)) at a reasonable rate of interest or in a common trust fund as described in Code §584, or in a collective investment fund, the provisions of which the Trust incorporates by this reference, which the Trustee (or its affiliate, as defined in Code §1504) maintains exclusively for the collective investment of money contributed by the bank (or its affiliate) in its capacity as Trustee and which conforms to the rules of the Comptroller of the Currency;

(d) To manage, sell, contract to sell, grant options to purchase, convey, exchange, transfer, abandon, improve, repair, insure, lease for any term even though commencing in the future or extending beyond the term of the Trust, and otherwise deal with all property, real or personal, in such manner, for such

considerations and on such terms and conditions as the Trustee decides;

(e) To credit and distribute the Trust as directed by the Plan Administrator of the Plan. The Trustee will not be obliged to inquire as to whether any payee or distributee is entitled to any payment or whether the distribution is proper or within the terms of the Plan, or as to the manner of making any payment or distribution. The Trustee will be accountable only to the Plan Administrator for any payment or distribution made by it in good faith on the order or direction of the Plan Administrator;

(f) To borrow money, to assume indebtedness, extend mortgages and encumber by mortgage or pledge;

(g) To compromise, contest, arbitrate or abandon claims and demands, in the Trustee's discretion;

(h) To have with respect to the Trust all of the rights of an individual owner, including the power to exercise any and all voting rights associated with Trust assets, to give proxies, to participate in any voting trusts, mergers, consolidations or liquidations, to tender shares and to exercise or sell stock subscriptions or conversion rights;

(i) To lease for oil, gas and other mineral purposes and to create mineral severances by grant or reservation; to pool or unitize interest in oil, gas and other minerals; and to enter into operating agreements and to execute division and transfer orders;

(j) To hold any securities or other property in the name of the Trustee or its nominee, with depositories or agent depositories or in another form as it may deem best, with or without disclosing the trust relationship;

(k) To perform any and all other acts in its judgment necessary or appropriate for the proper and advantageous management, investment and distribution of the Trust;

(l) To retain any funds or property subject to any dispute without liability for the payment of interest, and to decline to make payment or delivery of the funds or property until a court of competent jurisdiction makes a final adjudication;

(m) To file all tax returns required of the Trustee;

(n) To furnish to the Employer and the Plan Administrator an annual statement of account showing the condition of the Trust and all investments, receipts, disbursements and other transactions effected by the Trustee during the Plan Year covered by the statement and also stating the assets of the Trust held at the end of the Plan Year, which accounts will be conclusive on all persons, including the Employer and the Plan Administrator, except as to any act or transaction concerning which the Employer or the Plan Administrator files with the Trustee written exceptions or objections within 90 days after the receipt of the accounts; and

(o) To begin, maintain or defend any litigation necessary in connection with the administration of the Trust, except that the Trustee will not be obliged or required to do so unless indemnified to its satisfaction.

(A) Nondiscretionary Trustee. The Employer in the Adoption Agreement may elect to appoint a Nondiscretionary Trustee, subject to this Section 8.04(A). The Nondiscretionary Trustee does not have any discretion or authority with regard to the

investment of the Trust, but must act solely as a directed Trustee hereunder. The Nondiscretionary Trustee is authorized and empowered to exercise and perform the above Section 8.04 powers, rights and duties provided that the Trustee shall act solely as a directed Trustee and only in accordance with the written direction of the Employer, the Plan Administrator or of a Participant as applicable. The Nondiscretionary Trustee is not liable for making, retaining or disposing of any investment or for taking or failing to take any other action, in accordance with proper Employer, Plan Administrator or Participant direction.

8.05 RECORDS AND STATEMENTS. The records of the Trustee pertaining to the Trust will be open to the inspection of the Plan Administrator and the Employer at all reasonable times and may be audited from time to time by any person or persons as the Employer or Plan Administrator may specify in writing. The Trustee will furnish the Plan Administrator whatever information relating to the Trust the Plan Administrator considers necessary.

8.06 FEES AND EXPENSES FROM FUND. The Trustee will receive reasonable annual compensation in accordance with its fee schedule as published from time to time. The Trustee will pay from the Trust all fees and expenses the Trustee reasonably incurs in its administration of the Trust, unless the Employer pays the fees and expenses.

8.07 PROFESSIONAL AGENTS. The Trustee may employ and pay from the Trust reasonable compensation to agents, attorneys, accountants and other persons to advise the Trustee as in its opinion may be necessary. The Trustee may delegate to any agent, attorney, accountant or other person selected by it any non-Trustee power or duty vested in it by the Trust, and the Trustee may act or refrain from acting on the advice or opinion of any agent, attorney, accountant or other person so selected.

8.08 DISTRIBUTION OF CASH OR PROPERTY. The Trustee may make distribution under the Plan in cash or property, or partly in each, at its fair market value as determined by the Trustee.

8.09 RESIGNATION AND REMOVAL. The Trustee or the Custodian may resign its position by giving written notice to the Employer and to the Plan Administrator. The Trustee's notice must specify the effective date of the Trustee's resignation, which date must be at least 30 days following the date of the Trustee's notice, unless the Employer consents in writing to shorter notice.

The Employer may remove a Trustee or a Custodian by giving written notice to the affected party. The Employer's notice must specify the effective date of removal which date must be at least 30 days following the date of the Employer's notice, except where the Employer reasonably determines a shorter notice period or immediate removal is necessary to protect Plan assets.

8.10 SUCCESSOR TRUSTEE.

(A) Appointment. In the event of the resignation or the removal of a Trustee, where no other Trustee continues to service, the Employer must appoint a successor Trustee if it intends to continue the Plan. If two or more persons hold the position of Trustee, in the event of the removal of one such person, during any period the selection of a replacement is pending, or during any period such person is unable to serve for any reason, the remaining person or persons will act as the Trustee. If the Employer fails to appoint a successor Trustee as of the effective date of the Trustee resignation or removal and no other Trustee remains, the Trustee will treat the Employer as

having appointed itself as Trustee and as having filed the Employer's acceptance of appointment as successor Trustee with the former Trustee.

(B) Automatic Successor. Any corporation which succeeds to the trust business of the Trustee, or results from any merger or consolidation to which the Trustee is a party, or is the transferee of substantially all the Trustee's assets, will be the successor to the Trustee under this Trust. The successor Trustee will possess all rights, duties and powers under this Trust as if the successor Trustee were the original Trustee. Neither the Trustee nor the successor Trustee need provide notice to any interested person of any transaction resulting in a successor Trustee. The successor Trustee need not file or execute any additional instrument or perform any additional act to become successor Trustee.

8.11 VALUATION OF TRUST. The Trustee will value the Trust as of each Accounting Date to determine the fair market value of the Trust assets. The Trustee will value the Trust on such other date(s) the Plan Administrator may direct.

8.12 PARTICIPANT DIRECTION OF INVESTMENT. Consistent with the Plan Administrator's policy adopted under Section 5.02(1), the Trustee may consent in writing to permit Participants in the Plan to direct the investment to the Trust assets. The Plan Administrator will advise the Trustee of the portion of the Trust credited to each Participant's Account under the Plan, and subject to such Participant direction. As a condition of Participant direction, the Trustee may impose such conditions, limitations and other provisions as the Trustee may deem appropriate and as are consistent with the Plan Administrator's policy. The Trustee will report to the Plan Administrator the net income, gain or losses incurred by each Participant-Directed Account separately from the net income, gain or losses incurred by the general Trust during the Trust Year.

8.13 THIRD PARTY RELIANCE. No person dealing with the Trustee will be obliged to see to the proper application of any money paid or property delivered to the Trustee, or to inquire whether the Trustee has acted pursuant to any of the terms of the Trust. Each person dealing with the Trustee may act upon any notice, request or representation in writing by the Trustee, or by the Trustee's duly authorized agent, and will not be liable to any person whomsoever in so doing. The certificate of the Trustee that it is acting in accordance with the Trust will be conclusive in favor of any person relying on the certificate.

8.14 INVALIDITY OF ANY TRUST PROVISION. If any clause or provision of this Article VIII proves to be or is adjudged to be invalid or void for any reason, such void or invalid clause or provision will not affect any of the other provisions of this Article VIII and the balance of the Trust provisions will remain operative.

8.15 EXCLUSIVE BENEFIT. The Trustee will hold all the assets of the Trust for the exclusive benefit of the Participants and their Beneficiaries and neither the Employer nor the Trustee will use or divert any part of the corpus or income of the Trust for purposes other than the exclusive benefit of the Participants and Beneficiaries of the Plan. The Employer will not have any right to the assets held by the Trustee and the Trust assets will not be subject to the claims of the Employer's creditors or, except as provided in Section 4.06, of the creditors of any Participant or Beneficiary. No Participant or Beneficiary shall have any right to sell, assign, transfer or otherwise convey his or her Account or any interest in his or her Deferred Compensation. Notwithstanding the foregoing, the Plan Administrator may pay from a Participant's or Beneficiary's Account the amount the Plan Administrator finds is lawfully

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demand under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary. The Trust created under the Employer's Plan is irrevocable and its assets will not inure to the benefit of the Employer.

8.16 SUBSTITUTION OF CUSTODIAL ACCOUNT OR ANNUITY CONTRACT. The Employer in the Adoption Agreement may elect to use one or more custodial accounts or annuity contracts in lieu of or in addition to the Trust established in this Article VIII. Any such custodial account or annuity contract must satisfy the requirements of Code §457(g)(3) and applicable Treasury regulations.

8.17 GROUP TRUST AUTHORITY. Notwithstanding any contrary provision in this Plan, the Trustee may, unless restricted in writing by the Plan Administrator, transfer assets of the Plan to a group trust that is operated or maintained exclusively for the commingling and collective investment of monies provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under Code §401(a), individual retirement accounts that are exempt under Code §408(e), and eligible governmental plans that meets the requirements of Code §457(b). For this purpose, a trust includes a custodial account that is treated as a trust under Code §401(f) or under Code §457(g)(3). For purposes of valuation, the value of the interest maintained by the Plan in such group trust shall be the fair market value of the portion of the group trust held for Plan, determined in accordance with generally recognized valuation procedures.

**ARTICLE IX
AMENDMENT, TERMINATION, TRANSFERS**

9.01 AMENDMENT BY EMPLOYER/SPONSOR. The Employer has the right at any time and from time to time:

(a) To amend this Plan and Trust Agreement and the Adoption Agreement in any manner it deems necessary or advisable in order to continue the status of this Plan as an Eligible 457 Plan; and

(b) To amend this Plan and Trust Agreement and the Adoption Agreement in any other manner, including deletion, substitution or modification of any Plan, Trust or Adoption Agreement provision.

The Employer must make all amendments in writing. The Employer may amend the Plan by an Adoption Agreement election, by addenda, by separate amendment, or by restatement of the Adoption Agreement or Plan. Each amendment must state the date to which it is either retroactively or prospectively effective. The Employer also may not make any amendment that affects the rights, duties or responsibilities of the Trustee or the Plan Administrator without the written consent of the affected Trustee or the Plan Administrator.

9.02 TERMINATION/FREEZING OF PLAN. The Employer has the right, at any time, to terminate this Plan or to cease (freeze) further Deferral Contributions to the Plan. Upon termination or freezing of the Plan, the provisions of the Plan (other than provisions permitting continued Deferral Contributions) remain operative until distribution of all Accounts. Upon Plan termination, the Plan Administrator or Trustee shall distribute to Participants and Beneficiaries all Deferred Compensation as soon as is reasonably practicable following termination.

9.03 TRANSFERS. The Employer may enter into a Transfer agreement with another employer under which this Plan: (a) may accept a Transfer of a Participant's Account in the other employer's Eligible 457 Plan; or (b) may Transfer a Participant's (or Beneficiary's) Account in this Plan to the other employer's Eligible 457 Plan. The plan sponsors of the plans involved in the Transfer both must be States or both must be Tax-Exempt Organizations and the plans must provide for Transfers. The Participant or Beneficiary, after the Transfer will have Deferred Compensation in the recipient plan at least equal to his or her Deferred Compensation in the transferring plan immediately before the Transfer. Any Transfer also must comply with applicable Treasury regulations, and in particular Treas. Reg. §§1.457-10(b)(2) as to post-severance transfers between Governmental Eligible 457 Plans; 1.457-10(b)(3) as to transfers of all assets between Governmental Eligible 457 Plans; 1.457-10(b)(4) as to transfers between Governmental Eligible 457 Plans of the same Employer; and 1.457-10(b)(5) as to post-severance transfers between Tax-Exempt Organization Eligible 457 Plans. The Plan Administrator will credit any Transfer accepted under this Section 9.03 to the Participant's Account and will treat the transferred amount as a Deferral Contribution for all purposes of this Plan except the Plan Administrator, will not treat such Transfer as a Deferral Contribution subject to the limitations of Article III. In addition, in the case of a Transfer between Tax-Exempt Organization Eligible Plans, the recipient plans shall apply a Participant's distribution elections made under the transferor plan in accordance with Treas. Reg. §1.457-10(b)(6)(ii). The Plan's Transfer of any Participant's or Beneficiary's Account under this Section 9.03 completely discharges the Employer, the Plan Administrator, the Trustee and the Plan from any liability to the Participant or Beneficiary for any Plan benefits.

9.04 PURCHASE OF PERMISSIVE SERVICE CREDIT.

A Participant in a Governmental Eligible 457 Plan, prior to otherwise incurring a distributable event under Article IV, may direct the Trustee to transfer all or a portion of his or her Account to a governmental defined benefit plan (under Code §414(d)) for: (a) the purchase of permissive service credit (under Code §415(n)(3)(A)) under such plan, or (b) the repayment of contributions and earnings previously refunded with respect to a forfeiture of service credited under the plan (or under another governmental plan within the same State) to which Code §415 does not apply by reason of Code §415(k)(3).



Nationwide®

Nationwide Retirement Solutions Governmental 457(b) Plan Loan Procedures

Page 1 of 6

Plan Name: **County of Ingham 457(b) Deferred Compensation Plan**

Nationwide Retirement Solutions, Inc. ("NRS") agrees as the Administrative Service Provider to administer loans in accordance with the terms of these Plan Loan Procedures and the attached **"Plan Election Worksheet"** (see Addendum A) as approved by the Plan Sponsor of the Plan. The Plan Sponsor directs the Plan Administrator of the Plan to administer loans in accordance with this document. The Plan Sponsor or the Plan Administrator may amend these Plan Loan Procedures within any constraints placed by NRS. Any such amendments shall bind the Plan Sponsor and the Plan Administrator. The Plan Sponsor is encouraged to consult with legal advisors in determining whether the procedures identified herein are appropriate for the Plan.

The Plan Sponsor and Plan Administrator (collectively the "Client") acknowledge that NRS may need to make changes from time-to-time to the administrative procedures set forth herein and may request amendments to the Plan documents to maintain the Plan's Loan Program. In such a case, NRS will provide the Client with timely notice of such changes as they become necessary.

The following Plan Loan Procedures shall govern Participant loans offered in the Plan Sponsor's 457(b) Plan ("Plan"):

1. **Loan Administration** - Client delegates to NRS certain administrative duties regarding the administration of loans from the Plan, which are set forth herein and which may be modified by NRS upon timely notice to and acceptance by the Plan Sponsor.
2. **Loan Eligibility** - Any Plan Participant, who falls into one of the employee statuses that the Client has elected, is eligible for a loan from the Plan. Each Participant is entitled to one outstanding loan from the Plan at any time. In addition, a Participant who has defaulted on a previous loan shall not be eligible for another loan from the Plan until all defaulted loans are repaid in full, including accrued interest.
3. **Loan Initiation and Loan Application** - In order to receive a loan from the Plan, an eligible Participant must complete all required documents provided in the Loan Application and return them to NRS. Before a loan is issued, the Participant must enter into a legally enforceable Loan Agreement as provided by NRS in the Loan Application, on behalf of the Plan. A loan initiation fee will be deducted from the Participant's account(s) after the loan has been funded by the Participant's account(s).
4. **Loan Security** - By accepting a loan, the Participant is giving the Plan a security interest in his or her vested Plan balance equal to the total loan amount, but not to exceed 50% of the Participant's vested Plan balance.
5. **Loan Money Source** - A loan shall be modeled taking into account the Participant's entire Plan account balance. Loans shall be funded only from a Participant's available Plan account pre-tax money sources. To the extent that a Participant has a self-directed brokerage account, no funding from such self-directed brokerage account shall be permitted.
6. **Minimum and Maximum Loan Term** - The minimum and maximum loan term over which a loan may be repaid is the term elected by the Client. Except as otherwise provided herein, the maximum loan term shall not exceed 5 years.
7. **Minimum/Maximum Loan Amount** - The minimum loan amount permitted shall be the amount elected by the Client. The maximum amount of any loan permitted under the Plan shall comply with Section 72(p) of the Internal Revenue Code and (when added to the outstanding balance of all other loans from all plans sponsored by the same employer) is the lesser of (i) \$50,000, reduced by the excess (if any) of (A) the highest outstanding balance of loans from all plans sponsored by the same employer, during the one-year period ending on the day before the date on which the loan was made over (B) the outstanding balance of loans from all plans sponsored by the same employer, on the date on which the loan is made, or (ii) one half of the present value of the Participant's vested account balance.

Nationwide Retirement Solutions

Governmental 457(b) Plan Loan Procedures

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Plan Name: **County of Ingham 457(b) Deferred Compensation Plan**

8. Loan Amortization - Each loan shall be amortized with interest accruing immediately, with repayments beginning approximately 30 days from the date the loan is processed, in substantially equal repayments consisting of principal and interest during the term of the loan. Repayments of principal and interest shall be made in a manner and pursuant to the terms set forth in the Loan Agreement. The amount of the final payment may be higher or lower depending upon the Participant's repayment history.

9. Loan Repayment - Repayment of any loan made to a Participant shall be made in a manner and pursuant to the terms set forth in the Loan Agreement. Loans must be repaid according to the repayment method elected by the Client. The Participant receiving a loan shall be required to furnish the information and authorization necessary to effectuate the foregoing repayments prior to the commencement of a loan. In the event that a Participant elects to receive a distribution from the Plan that is less than 100% of his outstanding account balance at a time when such person has a loan outstanding, the Participant shall continue to make repayments on the loan.

10. Loan Prepayment - The entire amount of a loan, including outstanding principal and any accrued interest, may be paid without penalty prior to the end of the term of the loan in the manner prescribed by NRS.

11. Loan Overpayment - In the event that NRS receives a loan overpayment, any amount over the repayment amount due will be applied or refunded according to the administrative policies of NRS.

12. Cure Period - If a Participant fails to make a loan repayment when due, the missed repayment must be made within the cure period elected by the Client.

13. Default - If any repayment is not received by NRS by the end of the cure period, the entire amount of the loan will be defaulted and treated as a deemed distribution, effective as of the end of the cure period elected by the Client. A deemed distribution is treated as a distribution from the Plan for federal (and possibly state or local) income tax purposes; therefore amounts treated as a deemed distribution will be subject to federal, state and/or local income taxes, and certain excise taxes and penalties may apply. NRS will issue a Form 1099-R to the Participant reflecting the deemed distribution. Any payment made on a defaulted loan will be applied to the outstanding balance of the loan including accrued interest. Such repayment(s), following the date of default, will be treated as after tax amounts and the Participant will receive tax basis in his or her Plan account for such amounts.

The entire loan, including any accrued interest, will also be due and payable immediately in the event of the death of the Participant. The outstanding balance of the loan will be treated as a deemed distribution following the date of notification of such death provided such notification is in good order as determined by NRS.

14. Loans Offered from Other Administrative Service Providers - In the event the employer offers the Plan through multiple service providers, the Client and/or Participant and not NRS shall at all times remain responsible for ensuring that any loan received under the Plan is in accordance with the limits in Section 7. NRS shall apply the maximum loan amount limit and any other limits imposed under the Internal Revenue Code without regard to any other loans received by the Participant from any other administrative service provider(s) under this Plan or any other plan maintained by the Plan Sponsor.

Nationwide Retirement Solutions

Governmental 457(b) Plan Loan Procedures

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Plan Name: **County of Ingham 457(b) Deferred Compensation Plan**

15. Suspension of Loan Repayments.

a. **Military Leave of Absence** - A Participant's obligation to repay any loan under the Plan may be suspended as may be required by law, during the period in which the Participant is performing service in the United States military. The Participant must resume repayment of the loan upon his or her completion of military service and the outstanding loan balance, including any accrued interest and fees, must be repaid and may be re-amortized over a period that does not exceed the latest permissible term for a loan under the regulations plus the period of the military service. While the Participant is on active duty in the United States military, the interest rate on the loan shall not exceed 6%, compounded annually unless the Participant elects in writing during or after his or her military leave of absence to have the loan's higher existing interest rate, if applicable, apply to the loan. The Plan Sponsor assumes responsibility to notify NRS when a Participant begins and returns from a military leave of absence.

b. **Non-Military Leave of Absence** - In addition, a Participant's obligation to repay any loan under the Plan may be suspended during the period (not to exceed one year) while the Participant is on an approved non-military leave of absence and the Participant provides requested documentation regarding the non-military leave of absence from his or her employer. The Participant must resume repayment of the loan upon the earlier of his or her return from non-military leave of absence, or one year of suspension. At such point the outstanding loan balance, including any accrued interest and fees, must be repaid or may be re-amortized over a period that does not exceed the latest permissible term for a loan under the regulations. The Plan Sponsor assumes responsibility to notify NRS when a Participant begins and returns from a non military leave of absence.

16. **Loan Interest Rate** - The interest rates for a loan shall be commensurate with interest rates being charged by entities in the business of lending money under similar circumstances. The loan interest rate will be the Prime Rate plus an additional amount expressed as a percentage elected by the Client, plus any other administrative and/or asset fees, as applicable. The Prime Rate shall be the prime rate published by the Wall Street Journal two weeks prior to the end of the most current calendar-year quarter and the new rate will be effective on the first day of the new calendar quarter. The loan interest rate may be adjusted for Participants performing service in the United States military as may be required by law (See Provision 15a.)

17. **Fees** - Fees described in these loan procedures will appear as administrative charges on Participant statements. These fees are subject to change by NRS upon reasonable notice to the Plan Sponsor.

a. **Loan Initiation Fee** - A loan initiation fee of \$50 will be deducted from the Participant's account at the time the loan is funded.

b. **Annual Loan Maintenance Fee** - An annual loan maintenance fee of \$50 will be deducted from the Participant's account on the anniversary date of the original loan initiation, until the loan is repaid in full or the loan has defaulted. In the event that the loan defaults, the annual loan maintenance fee will no longer be assessed and the annual loan default fee described below (See Provision 17f) will be applied.

c. **Asset Fees** - The amount of the outstanding loan balance will be subject to the maximum asset fee, administrative charge or such other fees NRS is entitled to receive under its separate agreement with the Plan Sponsor.

d. **Insufficient Funds Fee** - If NRS is unable to process an ACH debit repayment or personal check on the date due, through no fault of NRS, a fee of \$25 will be deducted from the Participant's account.

e. **Loan Default Fee** - At the time a loan is treated as a deemed distribution, a \$50 fee will be deducted from the Participant's account.

f. **Annual Loan Default Fee** - An annual loan default fee of \$50 will be deducted from the Participant's account on the anniversary date of the original loan default until the loan is repaid in full or offset.

Nationwide Retirement Solutions

Governmental 457(b) Plan Loan Procedures

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Plan Name: **County of Ingham 457(b) Deferred Compensation Plan**

18. Loans for the Purchase of a Principal Residence - All loans issued by the Plan will be general purpose loans to be repaid in no more than five years unless the Client elects to offer loans for the purchase of the Participant's principal residence. If the Client elects to allow loans for the purchase of a principal residence, all of the provisions of this document will apply unless otherwise specified.

19. Loan Correction - In the event a loan correction becomes necessary, at the Plan Sponsor's direction, NRS may undertake methods prescribed by the IRS or through any IRS correction program.

20. Adoption of Plan Loan Procedures - The undersigned Plan Sponsor or Plan Administrator, as applicable, hereby adopt these Plan Loan Procedures effective for loans issued on or after the Effective Date set forth below, and instructs NRS to administer loans made to Plan Participants in accordance with these terms and the Client elections made on the attached "Plan Election Worksheet" (See Addendum A). Prior to implementing a loan program, the Plan Sponsor acknowledges or acknowledged the following: (i) that the Plan Sponsor has decided to offer loans under the Plan and the Plan Administrator is instructing NRS to administer loans under the Plan; (ii) that the Plan Sponsor understands that, as a result of offering loans under the Plan, the Plan Participants could be subject to adverse tax consequences upon default of the loan; (iii) that the Plan Sponsor has independently weighed these risks, and despite the risks has determined that offering loans under the Plan is in the best interest of Plan Participants; (iv) that any previous loan procedures or loan reference documents other than the Plan Document itself, are hereby superseded by these Plan Loan Procedures; and (v) NRS shall not be liable for any adverse tax consequences described in (ii), except as specifically stated under paragraph 14 herein, resulting from the Plan Sponsor's decision to offer loans under the Plan.

Plan Sponsor Name ("Sponsor"): County of Ingham
Street Address: 5303 South Cedar St Suite 2102
City, State, Zip Code: Lansing MI 48911
Signer's Email Address:
Plan Name ("Plan"): County of Ingham 457(b) Deferred Compensation Plan
Plan Number: 0037473001
Plan Sponsor or Plan Administrator Signature:
Title:
Date of Adoption*: * Unless otherwise indicated below, the Date of Adoption shall be the Effective Date.
Effective Date:

An executed copy of these Procedures (including the attached Addendum A - Plan Election Worksheet) should be returned to Nationwide Retirement Solutions.



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Nationwide Retirement Solutions Governmental 457(b) Plan Loan Procedures

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Addendum A - Plan Election Worksheet

The following provisions identify Plan elections which are incorporated and made a part of the attached "Plan Loan Procedures." In the event that an election is not made within any section, Nationwide Retirement Solutions ("NRS") will administer the loan program according to current NRS policies as listed under each provision below. The current NRS policies may be changed by NRS at any time. Unless otherwise specified, only one election is allowed per provision.

The elections contained herein apply solely to the Plan. Any provisions, including limitations, do not extend to any other plans offered by the Sponsor.

1. Loan Eligibility:

Plan elects to allow the following Participants the ability to initiate a loan under the Plan.

The Plan Sponsor is solely responsible for informing NRS of any future changes in the Participant's employment status (check all that apply).

- ☒ Employed
- ☒ Approved Non-military Leave of Absence (only available for ACH)
- ☒ Military Leave of Absence (only available for ACH)
- ☐ Disabled (only available for ACH)
- ☐ Retired (only available for ACH)
- ☐ Terminated (only available for ACH)

Current NRS Policy: All listed Participant employment statuses are eligible to initiate a loan if ACH is the elected repayment method (See Provision 4). If the repayment method elected is Payroll Deduction (See Provision 4), the only eligible Participant employment status is Employed.

2. General Purpose Loan Terms:

2(a). Minimum Loan Term

Plan elects the following minimum loan term:

- ☐ One year
- ☒ Other - Specify minimum loan term: 6 Months (not to be less than six months)

Current NRS Policy: The minimum loan term is one year.

2(b). Maximum Loan Term

Plan elects the following maximum loan term:

- ☒ Five years
- ☐ Other - Specify maximum loan term: _____ (not to exceed a term of five years)

Current NRS Policy: The maximum loan term is five years.

3. Minimum Loan Amount:

Plan elects to have a minimum loan amount of:

- ☒ \$1,000
- ☐ Other - Specify minimum loan amount: \$_____ (not to be less than \$500)

Current NRS Policy: The minimum loan amount is \$1,000.

4. Repayment Method:

Plan elects to provide Participants with one of the following loan repayment methods:

- ☒ Monthly Automated Clearing House ("ACH")
- ☐ Payroll Deduction (Plan Sponsor will be required to provide a payroll calendar.
(This repayment method is limited to Employed status - see Provision 1)

Current NRS Policy: Monthly ACH is the repayment method.

Nationwide Retirement Solutions

Governmental 457(b) Plan Loan Procedures

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Addendum A - Plan Election Worksheet

5. Cure Period:

If a Participant misses a scheduled loan repayment, the missed repayment must be received by the end of the specified cure period. Plan elects to apply a cure period with the following length:

☒ 31 Days

☐ 60 Days

☐ 90 Days

☐ The quarter following the quarter in which the scheduled repayment was missed

Current NRS Policy: The cure period is 31 days when ACH is the elected repayment method (See Provision 4). The cure period is 60 days when the repayment method elected is Payroll Deduction (See Provision 4).

6. Loan Interest Rate:

Plan elects the following interest rate for Participant loans:

☐ Prime Rate plus 1% plus applicable fees

☒ Prime Rate plus 2% plus applicable fees

☐ Prime Rate plus _____% (not to be lower than 0%) plus applicable fees

Current NRS Policy: Prime Rate plus 2% plus applicable fees.

7. Loans for the Purchase of a Principal Residence:

7(a). Plan elects to permit loans for the purchase of the Participant's principal residence:

☒ Yes

☐ No

In the event Plan elects to allow Principal Residence loans, only one Principal Residence loan outstanding at a time is permitted. The Principal Residence loan is included in the maximum number of outstanding loans (See Provision 2 of the Plan Loan Procedures). Additionally, the Participant will be required to sign a Principal Residence Certificate and provide NRS with sufficient additional documents to support the purchase of a principal residence. Internet initiation is not available for Principal Residence loans.

Current NRS Policy: Principal Residence loans are not allowed.

7(b). Minimum Loan Term: Plan elects to have a minimum loan term for Principal Residence loans of:

☐ Five years

☒ Other - Specify minimum loan term: 1 Year (not to be less than one year)

Current NRS Policy: Principal Residence loans have a minimum term of five years.

7(c). Maximum Loan Term: Plan elects to have a maximum loan term for Principal Residence loans of:

☒ 15 Years

☐ Other - Specify maximum loan term: _____ (not to exceed a term of 30 years)

Current NRS Policy: Principal Residence loans have a maximum term of 15 years.

8. Internet Utilization:

Plan elects to allow Participants to use the internet for:

☐ Only the modeling of loans

☐ Both modeling and initiation of loans

☒ Plan declines the use of the internet for either the modeling or initiation of loans

Current NRS Policy: Participants can use the internet for modeling and initiation of loans.

Loan initiation on the internet is limited to General Purpose loans. Principal Residence loans will not be initiated electronically. Additional limitations exist for particular repayment methods and employment statuses.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE THE RENEWAL OF THE INFORMACAST
SUPPORT SUBSCRIPTION**

RESOLUTION # 19 –

WHEREAS, Informacast is an internal emergency notification platform used to notify staff of situations in their locations; and

WHEREAS, support for this system needs to be renewed in order to allow updates and efficient use of the product; and

WHEREAS, the renewal is quoted under the State of Michigan MiDEAL contract; and

WHEREAS, the contract amount is available in the 2019 budget.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize the renewal of the Informacast support subscription from CDWG in the amount not to exceed \$38,430.00 for 5 years.

BE IT FURTHER RESOLVED, that the total cost will be paid from the Innovation and Technology's Contract Maintenance Fund (636-25810-932030).

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.

COUNTY SERVICES: Yeas: Celentino, Stivers, Grebner, Sebolt, Maiville, Naeyaert

Nays: None **Absent:** Koenig **Approved 08/20/2019**

FINANCE: Yeas: Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville

Nays: None **Absent:** None **Approved 08/21/2019**

Introduced by County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE RENEWAL OF PACC/PAAM LICENSING AND SUPPORT

RESOLUTION # 19 –

WHEREAS, Ingham County Prosecutor's Office relies on our PAAC/PAMM system; and

WHEREAS, the software has been in use for many years; and

WHEREAS, the renewal for licensing and support will be \$22,891.00.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize the renewal of licensing and support from PACC/PAAM in an amount not to exceed \$22,891.00.

BE IT FURTHER RESOLVED, that the total cost will be paid out of the Innovation and Technology's LOFT Fund #63625820-932050.

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.

COUNTY SERVICES: Yeas: Celentino, Stivers, Grebner, Sebolt, Maiville, Naeyaert

Nays: None **Absent:** Koenig **Approved 08/20/2019**

FINANCE: Yeas: Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville

Nays: None **Absent:** None **Approved 08/21/2019**

Introduced by the County Services and Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE THE MID-MICHIGAN HEALTH INSURANCE CONSORTIUM
MUNICIPAL COOPERATION AGREEMENT**

RESOLUTION # 19 –

WHEREAS, participation in a Multiple Employer Welfare Arrangement (MEWA) health plan pool will leverage the purchasing power of combined public agency membership and cost containment strategies to provide a low cost, high value health plan for member employees; and

WHEREAS, the Board of Commissioners approved Resolution #18-411 on October 9, 2018 to authorize participation in a regional Multiple Employer Welfare Arrangement (MEWA) to be administered by Michigan Association of Counties (MAC); and

WHEREAS, MAC subsequently determined that their organization would not administer the plan as originally proposed; and

WHEREAS, officials from Ingham County, the City of Lansing and the Community Mental Health Authority of Clinton, Eaton and Ingham met over several months to draft a mutually acceptable Municipal Cooperation Agreement under the Intergovernmental Contracts Between Municipal Corporations Act of 1951; and

WHEREAS, the Municipal Cooperation Agreement will formalize rules of participation in the MEWA, provide a uniform structure to accomplish staff-level tasks, preserve labor participation in decision-making, and assure that each participant is responsible for payment of premiums and fees as invoiced directly by insurance carrier(s); and

WHEREAS, participation with consortium partners has already resulted in significant savings to Ingham County through the self-funded prescription drug program and other economies of scale.

THEREFORE BE IT RESOLVED, that the Board of Commissioners hereby approves the attached Mid-Michigan Health Insurance Consortium Municipal Cooperation Agreement.

BE IT FURTHER RESOLVED, that Resolution #18-411 to authorize participation in a regional MEWA to be administered by MAC is hereby rescinded.

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 any contract documents consistent with this resolution and approved as to form by the County Attorney.

COUNTY SERVICES: Yeas: Celentino, Stivers, Grebner, Sebolt, Maiville, Naeyaert
Nays: None **Absent:** Koenig **Approved 08/20/2019**

FINANCE: Yeas: Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None **Absent:** None **Approved 08/21/2019**

**MID MICHIGAN HEALTH INSURANCE CONSORTIUM
MUNICIPAL COOPERATION AGREEMENT**

**MID MICHIGAN HEALTH INSURANCE CONSORTIUM
MUNICIPAL COOPERATION AGREEMENT
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MID MICHIGAN HEALTH INSURANCE CONSORTIUM MUNICIPAL COOPERATION AGREEMENT

THIS AGREEMENT (the “Agreement”) made effective as of the ____ day of _____, 2019 (the “Effective Date”), by and among each of the signatory municipal corporations hereto (collectively, the “Participants”).

WHEREAS, Section 2 of the Intergovernmental Contracts Between Municipal Corporations Act of 1951 (the “Intergovernmental Contracts Act”) provides that any municipal corporation shall have power to join with any other municipal corporation, or with any number or combination thereof by contract, or otherwise as may be permitted by law, for the ownership, operation, or performance, jointly, or by any one or more on behalf of all, of any property, facility or service which each would have the power to own, operate or perform separately (MCL 124.2); and

WHEREAS, Section 1 of the Intergovernmental Contracts Act defines the term “municipal corporation” to include a county, township, charter township, city, village, metropolitan district, court district, public authority, drainage district, public transportation corporation, or any other local governmental authority or local agency with power to enter into contractual undertakings (MCL 124.1); and

WHEREAS, Section 5 of the Public Employees Health Benefits Act (the “PEHBA”) authorizes public employers to procure medical, optical or dental benefits to public employees and their dependents by procuring coverage from one or more insurance carriers together with other public employers on a pooled basis (MCL 124.75); and

WHEREAS Section 3 of the PEHBA defines the term “public employer” to include a city, village, township, county, or other political subdivision; any intergovernmental, metropolitan, or local department, agency, or authority, or other local political subdivision; a school district, a public school academy, or an intermediate school district; any community college or junior college; or a public university that elects to be subject to the provisions of the PEHBA (MCL 125.73); and

WHEREAS, The Participants have determined to their individual satisfaction that furnishing medical benefits for their eligible employees (as defined by the Internal Revenue Code of 1986, as amended, and the Internal Revenue Service rules and regulations) and their eligible dependents (collectively, the “Enrollees”) (such definition does not include independent contractors and/or consultants) under a single combined medical plan sponsored by a municipal cooperative is in their best interests as it is more cost-effective and efficient. Eligibility requirements shall be determined by each Participant’s collective bargaining agreements and/or their personnel policies and procedures.

NOW, THEREFORE, the parties agree as follows:

A. Participants

1. The Participants hereby designate themselves under this Agreement as the Mid-Michigan Health Insurance Consortium (the “Consortium”) for the purpose of providing medical benefits to those Enrollees that each Participant individually elects to include in the Mid-Michigan Health Insurance Consortium Medical Plan(s) (the “Plan(s)”). Benefits under the Plan(s) shall be funded on a fully-insured basis through insurance policy(ies) issued by one or more insurance carriers selected by the Consortium.

2. The following Participants shall comprise the current membership of the Consortium (a) Ingham County; (b) City of Lansing; (c) Community Mental Health Authority of Clinton-Eaton-Ingham. Membership in the Consortium may be offered to any municipal corporation within the geographical boundaries of the Counties of Clinton, Eaton and Ingham, provided however that, in the sole discretion of the Board (as defined below). Notwithstanding anything to contrary set forth in this Agreement, admission of new Participants shall not require amendment of this Section A(2). Membership shall be subject to the terms and conditions set forth in this Agreement, any amendments hereto and applicable law.
3. Participation in the Plan(s) by some, but not all, collective bargaining units or employee groups of a Participant is not encouraged and shall not be permitted absent prior Board approval. Further, after obtaining approval, any Participant which negotiates an alternative health insurance plan offering other than the plan offerings of the Consortium with a collective bargaining unit or employee group may be subject to a risk charge as determined by the Board.
4. Initial membership of additional participants shall become effective as soon as practical but preferably on the first day of the Plan Year following the adoption by the Board of the resolution to accept a municipal corporation as a Participant. Such municipal corporation must agree to continue as a Participant for a minimum of three (3) years upon entry.
5. Participants not meeting minimum employee size requirements for insurance carrier or administrative vendor plans or programs can be sponsored by an existing participant group as part of risk sharing.
6. The Board, by a two-thirds (2/3) vote of the entire Board, may elect to permit additional municipal corporations located within the industry boundaries set forth in Paragraph A(2) to become Participants. Such municipal corporations must agree to continue as a Participant for a minimum of three (3) years upon entry.
7. A municipal corporation that was previously a Participant, but is no longer a Participant, and which is otherwise eligible for membership in the Consortium, may apply for re-entry after a minimum of three (3) years has passed since it was last a Participant. Such re-entry shall be subject to the approval of two-thirds (2/3) of the entire Board. This re-entry waiting period may be waived by the approval of two-thirds (2/3) of the entire Board. In order to re-enter the Consortium, a municipal corporation employer must have satisfied in full all of its outstanding financial obligations to the Consortium. A municipal corporation must agree to continue as a Participant for a minimum of three (3) years upon re-entry.

B. Participant Liability.

1. Each Participant is liable for payment of premiums and fees on behalf of its respective Enrollees as invoiced directly by insurance carrier(s) for the Plan(s) in accordance with the carrier's billing and payment procedures. Participants agree to utilize a benefits administration platform selected by the Consortium or another data exchange process approved by the Consortium for member enrollment additions, changes and terminations with insurance carriers and/or service providers.

2. New Participants who enter the Consortium may, at the discretion of the Board of Directors, be assessed a fee for additional financial costs above and beyond the premium contributions to the Plan(s). Any such additional financial obligations and any related terms and conditions associated with membership in the Consortium shall be determined by the Board, and shall be disclosed to the new Participant prior to its admission.

C. Board of Directors.

1. The governing board of the Consortium, responsible for management, control and administration of the Consortium and the Plan(s), shall be referred to as the “Board of Directors” (the “Board”). The voting members of the Board shall be composed of the Chief Administrative Official of each Participant, or his/her designee, the Chair of the Joint Committee on Plan Structure and Design and the At-Large Labor Representative(s) (as set forth in Section C(12)), who shall have the authority to vote on any official action taken by the Board (each a “Director”). Each Director, except the representatives of the Joint Committee on Plan Structure and Design, shall be designated in writing by the governing body of the Participant.
2. If a Director designated by a Participant cannot fulfill his/her obligations, for any reason, as set forth herein, and the Participant desires to designate a new Director, it must notify the Consortium’s Chairperson in writing of its selection of a new designee to represent the Participant as a Director.
3. Directors shall receive no remuneration from the Consortium for their service and shall serve a term from July 1 through June 30 (the “Plan Year”).
4. No Director may represent more than one Participant.
5. No Director, or any member of a Director’s immediate family shall be an owner, officer, director, partner, or employee of any insurance carrier or service provider retained by the Consortium.
6. Except as otherwise provided in Section D of the Agreement, each Director shall be entitled to one vote. A majority of the entire Board, not simply those present, is required for the Board to take any official action, unless otherwise specified in this Agreement. The “entire Board,” as used herein and elsewhere in this Agreement, shall mean the total number of Directors when there are no vacancies.
7. While physical presence is strongly encouraged, Directors who cannot be physically present at any meeting may attend remotely utilizing appropriate technology that allows for real time audio and visual participation and voting in the meeting upon confirmation that communication is with all participants as it progresses so long as a quorum is physically present.
8. A majority of the Directors of the Board shall constitute a quorum. A quorum is a simple majority (more than half) of the entire Board. A quorum is required for the Board to conduct any business. This quorum requirement is independent of the voting requirements set forth in Section C(6). The Board shall meet on a regular basis, but not less than on a quarterly

basis at a time and place determined by a vote of the Board. The Board shall hold an annual meeting (the “Annual Meeting”) during October each year. Meetings of the Board shall comply with the Open Meetings Act, MCL 15.261 *et seq.*

9. Special meetings of the Board may be called at any time by the Chairperson or by any two (2) Directors. Whenever practicable, the person or persons calling such special meeting shall give at least three (3) days-notice to all of the other Directors. Such notice shall set forth the time and place of the special meeting as well as a detailed agenda of the matters proposed to be acted upon. In the event three (3) days-notice cannot be given, each Director shall be given such notice as is practicable under the circumstances.
10. The Chair of the Joint Committee on Plan Structure and Design and any At-Large Labor Members (as defined in Section J) (collectively the “Labor Representatives”) shall serve as Directors and shall have the same rights and obligations as all other Directors. The Joint Committee on Plan Structure and Design may designate in writing alternate Directors to attend the Board’s meetings when the Labor Representatives cannot attend. The alternate Director may, if designated in writing, be authorized to exercise the Labor Representatives’ voting authority.

D. Weighted Voting.

1. Except as otherwise provided in this Agreement, any two or more Directors, acting jointly, may require a weighted vote on any matter that may come before the Board. In such event, the voting procedure set forth in this Section D shall apply in lieu of any other voting procedures set forth in this Agreement. Such weighted voting procedures shall apply solely with respect to the matter then before the Board.
2. For purposes of this Section D, each Director shall receive votes as follows:
 - a. Each Director representing a Participant with five hundred (500) or fewer Enrollees on the date the vote occurs shall be entitled to one (1) vote.
 - b. Each Director representing a Participant with more than five hundred (500) Enrollees on the date the vote occurs shall be entitled to a number of votes equaling the total number of votes assigned under subsection 2(a) above divided evenly by the number of Participants eligible under this subsection 2(b) and rounded down to the nearest whole number.
 - c. The Labor Representatives shall be entitled to one (1) vote each.
3. Attached as Addendum “A” to this Agreement is an example of the application of the voting formula contained in subparagraph “2” of this Section.
4. Notwithstanding anything to the contrary contained in this Agreement, any action taken pursuant to this Section D shall require the approval of two-thirds (2/3) of the total number of votes, if all votes had been cast.

E. Actions by the Board

1. Subject to the voting and quorum requirements set forth in this Agreement, the Board is required to take action on the following matters:
 - a. To approve the annual premium rates to be paid by each Participant for each Enrollee classification in the Plan.
 - b. To select and approve the benefits provided by the Plan(s), including the plan document(s), insurance certificate(s), and/or summary plan description(s).
 - c. To contract with third parties, if appropriate, which may include one or more Participants, for the furnishing of all goods and services reasonably needed in the efficient operation and administration of the Consortium, including, without limitation, accounting services, legal counsel, contract administration services, consulting services, purchase of insurances and actuarial services. Provided, however:
 1. The charges, fees and other compensation for any contracted services shall be clearly stated in written service contracts;
 2. Payment for contracted services shall be made only after such services are rendered; and
 3. No Director or any member of such Director's immediate family shall be an owner, officer, director, partner or employee of any contract administrator retained by the Consortium.
 - d. To designate one Participant member to retain custody of all reports, statements, and other documents of the Consortium.
 - e. To designate an attorney-in-fact to receive summons or other legal process in any action, suit or proceeding arising out of any contract, agreement or transaction involving the Consortium.
2. Subject to the voting and quorum requirements set forth in this Agreement, the Board is authorized to take action on the following matters:
 - a. To fill any vacancy in any of the officers of the Consortium.
 - b. To fix the frequency, time and place of regular Board meetings.
 - c. To have a plan consultant (the "Plan Consultant") contract in place for the upcoming Plan Year, prior to July 1. The Plan Consultant will attend all Board meetings and may designate in writing alternate representatives to attend the Board's meeting when the Plan Consultant cannot attend.

Participants may contract with additional plan consultants independently from the Consortium. All fees and commissions associated with independent plan consultants are the sole responsibility of the contracted Participant.

- d. To review, consider and act on any recommendations made by the Plan Consultant.
- e. To establish administrative guidelines for the efficient operation of the Plan.
- f. To determine and notify each Participant prior to April 15 of each Plan Year of the monthly premium equivalent for each enrollee classification during the next Plan Year commencing the following July 1.
- g. To take all necessary action to ensure the Consortium is operated and administered in accordance with the applicable laws of the State of Michigan.
- h. To take any other action authorized by law and deemed necessary to accomplish the purposes of this Agreement.

F. Officers.

- 1. At the Annual Meeting, the Board shall elect from its Directors a Chairperson, Vice Chairperson and Secretary, who shall serve for a term of one (1) year or until their successors are elected and qualified. Any vacancy in an officer's position shall be filled at the next meeting of the Board.
- 2. Officers of the Consortium and employees of any third party vendor, including without limitation the officers and employees of any Participant, who assist or participate in the operation of the Consortium, shall not be deemed employees of the Consortium. Each third party vendor shall provide for all necessary services and materials pursuant to written service contracts with the Consortium. The officers of the Consortium shall serve without compensation from the Consortium.
- 3. Officers shall serve at the pleasure of the Board and may be removed or replace upon a two-thirds (2/3) vote of the entire Board. This provision shall not be subject to the weighted voting alternative set forth in Section D.

G. Chairperson; Vice Chairperson; Secretary.

- 1. The Chairperson shall be the chief executive officer of the Consortium.
- 2. The Chairperson, or in the absence of the Chairperson, the Vice Chairperson, shall preside at all meetings of the Board.
- 3. In the absence of the Chairperson, the Vice Chairperson shall perform all duties related to that office.
- 4. The Secretary shall retain custody of all reports, statements, and other documents of the Consortium and ensure that minutes of each Board meeting are taken and transcribed which shall be acted on by the Board at a subsequent meeting, as appropriate.

- H. Insurance Carrier. The Board, by a two-thirds (2/3) vote of the entire Board, may annually designate an insurance carrier for the Plan (the “Plan Administrator”).
- I. Each participant agrees to the Underwriting rules of the designated insurance carrier – See Addendum C.
- J. Joint Committee on Plan Structure and Design.
 - 1. There shall be a Joint Committee on Plan Structure and Design (the “Joint Committee”), which shall consist of:
 - a. A representative of each collective bargaining unit that is the exclusive collective bargaining representative of any Enrollee or group of Enrollees covered by the Plan(s) (the “Union Members”); and
 - b. A representative of each Participant (the “Management Members”). Management Members may, but are not required to be, Directors.
 - 2. The Joint Committee shall review all prospective Board actions in connection with the benefit structure and design of the Plan(s), and shall develop findings and recommendations with respect to such matters. The Chair of the Joint Committee shall report such findings and recommendations to the Board at any regular or special meeting of the Board.
 - 3. The Joint Committee shall select (a) from among the Union Members, an individual who shall serve as Chair of the Joint Committee; and (b) from among the Management Members, an individual who shall serve as Vice Chair of the Joint Committee. The Joint Committee shall establish its own parliamentary rules and procedures.
 - 4. Each eligible union shall establish such procedures by which its representative to the Joint Committee is chosen and such representative shall be designated in writing to the Chairperson of the Board and the Chair of the Joint Committee.
 - 5. The Union Members on the Joint Committee shall select from among the Union Members an individual to serve as an additional At-Large Labor Member on the Board of Directors of the Consortium. If the number of municipal members on the Consortium rises to twenty (20), the Union Members of the Joint Committee shall select from among the Union Members an additional At-Large Labor Member on the Board of Directors of the Consortium. Thereafter, for every increase of ten (10) additional municipal members added to the Consortium Union Members may select from among their members one (1) At-large Labor Member to serve as Director. The At-Large Labor Member(s) along with the Joint Committee Chair shall collectively be the “Labor Representatives” as defined in Section C(12) of this Agreement. Attached hereto as Addendum “B” is a table illustrating the addition of At-Large Labor Members as set forth in this Section.
- K. Utilization Reduction Strategies. All Participants are required to implement utilization reduction strategies as determined by the Board.

- L. Additional Benefits. Any Participant choosing to provide more benefits, coverages, or enrollment eligibility other than those provided under the Plan(s) will do so at its sole expense. This Agreement shall not be deemed to diminish or enhance such Participant's benefits, coverages or enrollment eligibility, the additional benefits and the payment for such additional benefits, shall not be part of the Plan(s) and shall be administered solely by and at the expense of the Participant. Each Participant shall hold the other Participant harmless for any claims, fees, expenses or liability related to benefits the Participant offers to its employees other than those provided under the Plan(s).

Participants acknowledge the Consortium plan is not subject to the benefit level requirements negotiated by each Participant's union representation and to meet any benefit level requirements, each Participant will need to independently contract with a Board approved Third Party Administrator to manage the benefit levels through a Health Reimbursement arrangement.

Participants may also carve out their prescription benefits in accordance with the carrier underwriting guidelines as outlined in Addendum C. Participants carving out prescription benefits should pursue Rx alternative reimbursement opportunities to reduce any potential cost impact to the Consortium's Plan.

M. Withdrawal of Participant.

1. Withdrawal of a Participant from the Consortium shall be effective only once annually on the last day of the Plan Year.
2. Notice of intention of a Participant to withdraw must be given in writing to the Chairperson prior to April 1 of each Plan Year. Failure to give such notice shall automatically extend the Participant's membership and obligations under the Agreement for another Plan Year, unless the Board shall consent to an earlier withdrawal by a two-thirds (2/3) vote.
3. Any withdrawing Participant shall be responsible for any premiums owed to the insurance carrier(s) through the end of the Plan Year.

N. Dissolution, Renewal and Expulsion.

1. The Board at any time, by a two-thirds (2/3) vote of the entire Board, may determine that the Consortium shall be dissolved and terminated. If such determination is made, the Consortium shall be dissolved ninety (90) days after written notice to the Participants. Upon determination to dissolve the Consortium, the Board shall provide notice of its determination to Participants. The Board shall develop and submit to Participants for approval a plan for winding-up the Consortium's affairs in an orderly manner designed to result in timely payment of all benefits.
2. The continuation of the Consortium under the terms and conditions of the Agreement, or any amendments or restatements thereto, shall be subject to Board review on the fifth (5th) anniversary of the Effective Date and on each fifth (5th) anniversary date thereafter (each a "Review Date").

- a. At the annual meeting a year prior to the Review Date, the Board shall include as an agenda item a reminder of the Participants' coming obligation to review the terms and conditions of the Agreement.
 - b. During the calendar year preceding the Review Date, each Participant shall be responsible for independently conducting a review of the terms and conditions of the Agreement and submitting to the Board of Directors a written resolution containing any objection to the existing terms and conditions or any proposed modification or amendment to the existing Agreement, such written resolution shall be submitted to the Board on or before October 1 preceding the Review Date. Failure to submit any such resolution shall be deemed as each Participant's agreement and authorization to the continuation of the Consortium until the next Review Date under the existing terms and conditions of the Agreement.
 - c. As soon as practicable after October 1, the Board shall circulate to all Participants copies of all resolutions submitted by the Participants. Subject to Section S hereof, any resolutions relating to the modification, amendment, or objection to the Agreement submitted prior to each Review Date shall be considered and voted on by the Participants at a special meeting called for such purpose. Such special meeting shall be held on or before February 1 preceding the Review Date.
 - d. Notwithstanding the foregoing or Section S hereof, if at the Annual Meeting following any scheduled Review Date the Board votes on and approves the budget and annual assessment for the next year, the Participants shall be deemed to have approved the continuation of the Consortium under the existing Agreement until the next Review Date.
3. The Participants acknowledge that it may be necessary in certain extraordinary circumstances to expel a Participant from the Consortium. In the event the Board determines that:
 - a. A Participant has acted inconsistently with the provisions of the Agreement in a way that threatens the financial well-being or legal validity of the Consortium; or
 - b. A Participant has acted fraudulently or has otherwise acted in bad faith with regards to the Consortium, or toward any individual Participant concerning matters relating to the Consortium, the Board may vote to conditionally terminate said Participant's membership in the Consortium. Upon such a finding by the affirmative vote of seventy-five percent (75%) of the Participants, the offending Participant shall be given sixty (60) days to correct or cure the alleged wrongdoing to the satisfaction of the Board. Upon the expiration of said sixty (60) day period, and an absent satisfactory cure, the Board may expel the Participant by an affirmative vote of seventy-five percent (75%) of the Participants (exclusive of the Participant under consideration). This section shall not be subject to the weighted voting provision provided in Section D. Any liabilities associated with the Participant's departure from the Consortium under this provision shall be determined by the procedures set forth in Section O of this Agreement.

- O. Representations and Warranties of Participants. Each Participant by its approval of the terms and conditions of this Agreement hereby represents and warrants to each of the other Participants as follows:
1. The Participant understands and acknowledges that its participation in the Consortium under the terms and conditions of this Agreement is strictly voluntary and may be terminated as set forth herein, at the discretion of the Participant.
 2. The Participant understands and acknowledges that the duly authorized decisions of the Board constitute the collective will of each of the Participants as to those matters within the scope of the Agreement.
 3. The Participant understands and acknowledges that the decisions of the Board made in the best interests of the Consortium may on occasion temporarily disadvantage one or more of the individual Participants.
 4. The Participant represents and warrants that its designated Director or authorized representative understands the terms and conditions of this Agreement and is suitably experienced to understand the principles upon which this Consortium operates.
 5. The Participant understands and acknowledges that all Directors, or their authorized representatives, are responsible for attending all scheduled meetings. Provided that the quorum rules are satisfied, non-attendance at any scheduled meeting is deemed acquiescence by the absent Participant to any duly authorized Board-approved action at the meeting. However, a Participant that was absent from a meeting will not be presumed to have acquiesced in a particular action taken at the meeting if, within fifteen (15) calendar days after learning of such action, the Participant delivers written notice to the Chairperson that it dissents from such action. The Participant shall also notify the other members of the Board of such dissent. The Chairperson shall direct the Secretary to file the notice with the minutes of the Board.
 6. The Participant understands and acknowledges that, absent bad faith or fraud, any Participant's vote approving any Board action renders that Board action immune from later challenge by that Participant.
- P. Records. The Board shall have the custody of all records and documents, including financial records, associated with the operation of the Consortium. Each Participant may request records and documents relative to their participation in the Consortium by providing a written request to the Chairperson and Fiduciary. The Consortium shall respond to each request no later than thirty (30) days after its receipt thereof, and shall include all information which can be provided under applicable law.
- Q. Changes to Agreement. Any change or amendment to this Agreement shall require the unanimous approval of the Participants, as authorized by their respective legislative bodies.
- R. Confidentiality. Nothing contained in this Agreement shall be construed to waive any right that a covered person possesses under the Plan with respect to the confidentiality of medical records and that such rights will only be waived upon the written consent of such covered person.

S. Miscellaneous Provisions.

1. This instrument constitutes the entire Agreement of the Participants with respect to the subject matter hereof, and contains the sole statement of the operating rules of the Consortium. This instrument supersedes any previous Agreement, whether oral or written.
2. Each Participant will perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intended purposes of this Agreement.
3. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.
4. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. In the event any disputes arise under this Agreement, it is understood and agreed that any legal or equitable action resulting from such disputes shall be in Michigan Courts in Ingham County whose jurisdiction and venue shall be established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought or is moved to a federal court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.
5. All notices to any party hereunder shall be in writing, signed by the party giving it, shall be sufficiently given or served if sent by registered or certified mail, return receipt requested, hand delivery, or overnight courier service addressed to the parties at the address designated by each party in writing. Notice shall be deemed given when transmitted.
6. This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original but all of which shall constitute the same Agreement and shall become binding upon the undersigned upon delivery to the Chairperson of an executed copy of this Agreement together with a certified copy of the resolution of the legislative body approving this Agreement and authorizing its execution.
7. Article and section headings in this Agreement are included for reference only and shall not constitute part of this Agreement.
8. No findings or recommendations made by the Joint Committee on Plan Structure and Design or by the Chair of the Joint Committee shall be considered a waiver of any bargaining rights under any contract, law, rule, statute, or regulation.
9. The Consortium shall comply with the Open Meetings Act, MCL 15.261 *et seq.*, and the Freedom of Information Act, MCL 15.231 *et seq.*

T. Approval, Ratification, and Execution.

1. As a condition precedent to execution of this Municipal Cooperative Agreement and membership in the Consortium, each eligible municipal corporation desiring to be a Participant shall obtain legislative approval of the terms and conditions of this Agreement by the municipality's governing body.
2. Prior to execution of this Agreement by a Participant, the Participant shall provide the Chairperson with the resolution approving the municipality's participation in this Consortium and expressly approving the terms and conditions of this Municipal Cooperative Agreement. Each presented resolution shall be maintained on file with the Consortium.
3. By executing this Agreement, each signatory warrants that he/she has complied with the approval and ratification requirements herein and is otherwise properly authorized to bind the participating municipal corporation to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the people signing on behalf of the parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of the party they represent and that this Agreement has been authorized by the party they represent.

COUNTY OF INGHAM

CITY OF LANSING

By: _____

Bryan L. Crenshaw, Chairperson
County Board of Commissioners

By: _____

Date: _____

Date: _____

**COMMUNITY MENTAL HEALTH
AUTHORITY OF CLINTON EATON
INGHAM**

By: _____

Date: _____

Addendum “A”

Example of Weighted Voting Formula under Section D(2)

If 11 Participants have 500 or fewer enrollees each and 2 Participants have more than 500 enrollees each, under subparagraph “a” the 11 each get 1 vote. Under subparagraph “b” the 2 large Participants get 4 votes each, which is calculated by taking the total number of votes under subparagraph “a” [11], dividing by the number of eligible Participants under subsection “b” [2], and rounding the result [4.5] down to the nearest whole number [4]. The Labor Representatives (the Chair of the Joint Committee on Plan Structure and Design and any At-Large Labor Members) shall have 1 vote each, irrespective of the votes available to the Participants.

Addendum B

Illustration of At-Large Labor Member Calculation

<u>Total Number of Participants</u>	<u>Total Number of At-Large Labor Member</u>
< 20	1
20-29	2
30-39	3
40-49	4
50-59	5
60-69	6

Addendum C

Carrier Underwriting Guidelines Physicians Health Plan (PHP)

Consortium Guidelines

1. PHP is the sole Consortium carrier in the PHP Service Area. Exceptions must be mutually agreed between PHP and Consortium governing leadership.
2. Segments covered by PHP in the Consortium cannot be dual offered to carriers outside of the Consortium. Any exceptions must be approved by PHP and Consortium governing leadership.
3. Pre-65 Retiree Segments are not permitted without an employer's active segment.
4. Medicare Retirees are not eligible for the Consortium; any exceptions must be approved by PHP and Consortium governing leadership.
5. Benefit Policy Rules - Consortium is required to have common fully insured base plan designs and contract independently with 44North to provide Third Party Administrative services to manage benefit coverages to the Participant union negotiated plan designs via a Health Reimbursement Arrangement (HRA).
6. Prescription Drug Carveouts Policy
 - Prescription coverage will be carved out and self-funded for groups with 100 or greater enrolled subscribers.
 - Pharmacy rebates are not eligible for consideration in renewal development for medical only plans.
 - Prescription Drug coverage may not be carved and self-funded for groups less than 100 enrolled subscribers.
 - All HSA plans and employer groups with less than 100 enrolled subscribers will be fully insured by PHP for medical and prescription drug coverage.
7. Consortium's renewal date is 7-1. Groups within the Consortium must select an individual renewal date from the following: 7-1, 8-1, 9-1, 10-1, 11-1, 12-1, 1-1.
8. PHP must have access to medical, illustrative HRA and Rx information for PHP members before PHP rates are final. These include but are not limited to:
 - Pharmacy Benefit Descriptions
 - Formulary descriptions
 - Medical HRA illustrative rates

- RX illustrative rates
- Wrap and pharmacy changes for upcoming year
- Commission changes
- Employee Contributions

Rating Methodology

New Groups

1. Initial group specific rates based on group's historical experience and demographics. A year one group specific trend renewal may be offered by PHP. New groups will not be considered as part of the Consortium renewal calculation until their second renewal.
2. Any proposed rates are subject to rerating when membership changes by + / -10%.

Renewal Rating

1. The development of premium rates is based on the combined incurred medical and applicable fully insured prescription drug experience of the Consortium.
2. The projected rates will be developed using PHP's filed experience rating methodology.
3. Credibility factors will be determined based on the combined Consortium average subscribers for the Consortium experience period.
4. Pooling Levels and Charges will be based on the combined Consortium average subscribers for the experience Period.
5. Any proposed rates are subject to rerating when membership changes by + / -10%.

Key Components of Sample Consortium Renewal Rate Calculation for 7-1-2019

1. Charged Consortium claims incurred through 11/1/2017 to 10/31/2018 with Paid and Completion through 12/31/2018.
2. Projection of Total required annual revenue for 7/1/2019 Consortium renewal date using PHP's experience rating methodology.
3. Final required annual Consortium revenue determined after trending to group specific renewal dates.
4. Total Consortium Rate Change is final required annual Consortium revenue after trend adjustments/ Current Consortium Annualized Premium minus 1.
5. Establish a performance stabilization rating methodology to provide slotted renewal to reflect group specific performance. Results must achieve the overall composite rate change required for Consortium. To be developed in conjunction with PHP and Consortium leadership.

HSA or groups with fewer than 100 enrolled

Included in Consortium renewal when eligible. Rx required premium will be developed with the Consortium of Rx experience and related subscriber/members. Medical claims will be included with all non-HSA medical claims experience.

Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION REVISING THE BY LAWS OF THE INGHAM COUNTY FAIR BOARD

RESOLUTION # 19 –

WHEREAS, the existing By-Laws which govern the Ingham County Fair Board were adopted in 1998 and amended in 2006 per Resolution 06-261; and

WHEREAS, the current By-Laws are in need of revisions to reflect necessary changes to assure the most effective and efficient operation of the Fairgrounds; and

WHEREAS, the Fair Board By-Laws Subcommittee has reviewed the existing By-Laws and has identified areas that are in need of revision.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby adopts the updated By-Laws governing the Ingham County Fair Board.

BE IT FURTHER RESOLVED, that the revised By-Laws as referenced herein and attached shall become effective immediately upon adoption by the Board of Commissioners.

HUMAN SERVICES: Yeas: Tennis, Trubac, Sebolt, Morgan, Slaughter, Stivers, Naeyaert
Nays: None **Absent:** None **Approved 08/19/2019**

INGHAM COUNTY FAIR BOARD

BY-LAWS

ARTICLE I

NAME, MEMBERS, HOW SELECTED

Section I: Name: The official name of this entity shall be the Ingham County Fair Board (hereinafter referred to as the "Fair Board") as authorized by MCL 46.152.

Section II: Membership: The membership of the Ingham County Fair Board's composition shall be determined by the Board of Commissioners. Pursuant to Resolution #89-284, one voting member of the Fair Board shall be a representative from 4-H organizations. The Ingham County Board of Commissioners will appoint the individual in accordance with the procedure set forth in the resolution.

Section III: Selection: The Ingham County Board of Commissioners shall select the members to sit as the Ingham County Fair Board as required by State Statute and Board of Commissioners' resolution.

Section IV: Automatic Resignation: Members of the Fair Board, other than those members who are also members of the Ingham County Board of Commissioners, will automatically be deemed to have resigned their membership on the Fair Board if their absenteeism constitutes a violation of the County policy regarding attendance for advisory boards and commissions.

ARTICLE II

OFFICERS - TERM OF OFFICE, ELECTIONS, & DUTIES

Section I: The officers of the Fair Board shall be the President, Vice-President, and Secretary-Treasurer.

Section II: Term of Office: The term of office for the officers shall be for one (1) calendar year or until their successors are elected.

Section III: Elections: Officers shall be elected by majority vote of the full Fair Board at the first regular meeting of each calendar year.

Section IV: Duties of the President: The President shall be responsible for preparing the agenda and presiding at the meetings. Upon approval of the Fair Board, the President will speak for the Fair Board and represent the Fair Board at meetings of official and community groups when appropriate to participate. The President shall maintain communication with the Board of Commissioners.

Section V: Duties of the Vice-President: The Vice-President shall assume the duties of the President in the President's absence or by delegation. The Vice-President is also responsible for overseeing the implementation of the By-Laws by Fair Board members.

Section VI: Duties of the Secretary-Treasurer: The Secretary-Treasurer shall assure that minutes are prepared for the Fair Board, make sure copies are distributed to the members, and shall place one copy on file in the Fair Office. The Secretary-Treasurer shall be responsible for ensuring that the Open Meetings Act, 1976 PA 267, as amended, is adhered to. The Secretary-Treasurer shall assume the duties of Vice-President in the absence thereof. The Secretary-Treasurer shall also assure that proper financial records are maintained.

Section VII: Fairgrounds Events Director: Appointed by the Board of Commissioners and supervised by the Controller/Administrator, the Fairgrounds Events Director is an employee of Ingham County and shall:

1. Oversee and direct all Fairgrounds staff.
2. Implements the general direction and policies of the Fair Board.
3. Oversee and direct all phases of the Fair and facilities and off-season rentals.
4. Not be a member of the Fair Board.
5. Prepare proposed budgets with cooperation of the Budget & Finance Committee.
6. Submit a monthly financial report to the Fair Board.
7. Abide by County Purchasing policies and procedures, and all other applicable County policies.
8. Conduct orientations with Fair Board appointees on County Ethics, Purchasing, Living/Prevailing Wage, Equal Employment Opportunity Plan, Travel and Open Meetings Act Policies as appropriate, per Ingham County Board of Commissioners' Resolutions #06-115 and #19-255.
9. Perform duties provided in the Fairgrounds Events Director's job description which may be amended from time to time.

ARTICLE III

ORGANIZATION - DUTIES AND RESPONSIBILITIES OF THE FAIR BOARD

Section I: Organizational Duties:

- A. The Fair Board shall elect its officers and hold regular meetings as established hereunder.

B. Committees: The Fair Board is authorized and empowered to create standing committees (sub-committees and special committees) as it may determine from time to time to be in the best interests of the community, and to assign and delegate to such committees such duties and responsibilities as may be deemed appropriate. The President shall appoint all members to committees, sub-committees, and special committees.

Section II: Duties: The Fair Board shall recommend programs and authorize those contracts delegated to the Fair Board by the Board of Commissioners for the Fair and recommend to the Board of Commissioners' Chairperson the execution of contracts and leases concerning the renting of the Fairgrounds for non-fair periods and determine the lessees, dates of rental and consideration for same. The Fair Board shall inform the community and the Board of Commissioners of Fair programs. The Fair Board shall develop, review, and evaluate programs and policies for the Fair.

Section III: Finance Duties: The Fair Board shall recommend an annual budget to the Ingham County Board of Commissioners.

Section IV: Fair Board members do not supervise or otherwise direct the Fairgrounds Events Director, but are encouraged to make recommendations regarding the Fair and the maintenance and operations of the fairgrounds. Such recommendations should be communicated to the Fairgrounds Events Director via motion or resolution of the Fair Board. The Fairgrounds Events Director will then determine which recommendations are appropriate and how to implement them in accordance with the County's policies and procedures. Failure of Fair Board members to follow this policy may result in removal from the Fair Board.

ARTICLE IV

MEETINGS, REGULAR MEETINGS, & SPECIAL MEETINGS,

NOTICE AND SCHEDULE OF MEETINGS, QUORUM AND MINUTES

Section I: Meetings: The Fair Board shall meet at least once a month unless canceled in advance by the President of the Fair Board. The time and place of regularly scheduled meetings shall be determined at the first annual meeting in January, following the election of officers. A yearly calendar will be presented in February to the Fair Board and the Board of Commissioners.

Section II: Special Meetings: The Fair Board may meet in special meetings at the call of the: Fairgrounds Events Director, President or a majority of the Fair Board members, if they file a written request addressed to the Fairgrounds Events Director at least twenty-four (24) hours in advance. The Fairgrounds Events Director shall notify all Fair Board members as soon as possible of the special meeting. Public notice shall be given for all special meetings as required by the Open Meetings Act, 1976 PA 267 by the Fairgrounds Events Director.

Section III: Order Of Business: The agenda for Fair Board meetings shall be:

1. Call to Order
2. Roll Call
3. Additions to the Agenda
4. Limited Public Comment (not to exceed three minutes)
5. Approval of Previous Month's Minutes
6. Acceptance of Treasurer's Report
7. Approval of Bills
8. Correspondence
9. Announcements

10. Committee and/or Individual Reports
11. Agenda Items. Action Items will be separated from Discussion Items.
12. Fairgrounds Events Director Comments. The Fairgrounds Events Director will submit a written report to the Fair Board at each meeting.
13. Limited Public Comment (not to exceed three minutes)
14. Adjournment

Section IV: All meetings of the Fair Board shall be open to the public as required by the Open Meetings Act, 1976 PA 267, excepting that closed sessions may be held for reasons provided for in the Open Meetings Act in accordance therewith.

Section V: Quorum: A quorum of the Fair Board shall consist of a majority of members appointed by the Board of Commissioners. For the final passage of any measure, a majority of the appointed Board members shall be required.

Section VI: Minutes: The Fair Board shall cause minutes to be kept of each meeting and such minutes shall be kept on record at the Fair Board office as required by the Open Meetings Act.

ARTICLE V

RULES AND ORDER OF BUSINESS AT MEETINGS

Section I: When not otherwise provided for by these By-Laws, Mason's Manual of Legislative Procedure shall govern the process and procedures of Fair Board meetings.

Section II: Fair Board members may abstain from voting with the approval of the President.

ARTICLE VI

AMENDMENTS TO BY-LAWS; SUSPENSION OF RULES

Section I: Amendments to By-Laws: The power to make, alter, amend, change, modify, and/or repeal By-Laws of the Fair Board is vested in 1.) the Fair Board, upon approval of the Ingham County Board of Commissioners and 2.) the Ingham County Board of Commissioners. No amendment by the Fair Board of all or any part of these By-Laws shall be considered or acted upon at any meeting unless the proposed change has been submitted to the entire Fair Board in writing not less than seven (7) days prior to the meeting at which the change is to be considered and acted upon. The affirmative vote of two-thirds (2/3) of the total Fair Board shall be necessary for the Fair Board to change, alter, modify, repeal or amend all or any of these By-Laws contingent upon approval of the Board of Commissioners.

Section II: Suspension of Rules: The rules provided hereunder may be suspended at a Fair Board meeting by a vote of two-thirds (2/3) appointed members.

Section III: Effective Dates: These By-Laws shall take effect at the next regular meeting after adoption by the Board of Commissioners. Any amendment, change, modification or repeal of these By-Laws shall also take effect at the next regular meeting after such amendment, change, modification or repeal of the same.

Section IV: If there is any conflict between a provision contained in these By-Laws and state law, or Board of Commissioners resolution, state law or Board of Commissioner resolution shall supersede said provision or provisions.

Section V: The Fair Board shall adhere to County Ethics, Purchasing, Living/Prevailing Wage, Equal Employment Opportunity Plan, Travel and Open Meetings Act Policies as stated in Ingham County Board of Commissioners' Resolutions #06-115 and #19-255.

Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE DEER HUNTING AT LAKE LANSING PARK-NORTH
AND THE INGHAM COUNTY FARM**

RESOLUTION # 19 –

WHEREAS, overpopulation of white tailed deer negatively impacts natural communities and associated wildlife which requires management of the deer herd; and

WHEREAS, the deer herd within Meridian Township and specifically in Lake Lansing Park-North and the Ingham County Farm located at 3860 Dobie Road, Okemos, is causing damage to plant life within park property and the Ingham County Farm surrounding private lands; and

WHEREAS, deer/car accidents in the Lake Lansing area and the Ingham County Farm are an issue; and

WHEREAS, the Michigan Department of Natural Resources states that an abundance of deer in a given area may lead to deer in poor physical condition and susceptible to disease such as CWD and starvation; and

WHEREAS, Meridian Township has conducted successful deer hunts within their properties and surrounding properties; and

WHEREAS, Meridian Township wishes to partner with the Ingham County Parks Department to conduct a deer hunting program within the boundaries of Lake Lansing Park-North and the Ingham County Farm; and

WHEREAS, by working cooperatively with Meridian Township, resources can be shared to successfully complete the project; and

WHEREAS, Ingham County will continue to work with Michigan DNR and USDA to help resolve the Chronic Wasting Disease (CWD) when requested.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the hunting of white tailed deer within the boundaries of Lake Lansing Park-North and the Ingham County Farm during the 2020-2024 Archery Deer Seasons.

BE IT FURTHER RESOLVED, hunters must meet all requirements of the Meridian Township deer hunting program and may only use archery equipment including crossbows.

HUMAN SERVICES: Yeas: Tennis, Trubac, Sebolt, Morgan, Slaughter, Stivers, Naeyaert
Nays: None **Absent:** None **Approved 08/19/2019**

Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AMEND RESOLUTION #15-77 TO MAKE THE COMMISSIONER LIAISON
A VOTING MEMBER ON THE BOARD OF HEALTH**

RESOLUTION # 19 –

WHEREAS, Resolution #15-77 increased the Ingham County Board of Health from 10 to 11 members with one seat designated as a non-voting Commissioner Liaison; and

WHEREAS, it is the desire of the Board of Commissioners to allow the Commissioner Liaison to serve as a voting member of the Board of Health.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby amends Resolution #15-77 to make the Commissioner Liaison a voting member on the Board of Health.

HUMAN SERVICES: Yeas: Tennis, Trubac, Sebolt, Morgan, Slaughter, Stivers, Naeyaert
Nays: None **Absent:** None **Approved 08/19/2019**

Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION HONORING DR. SUGANDHA LOWHIM

RESOLUTION # 19 –

WHEREAS, Dr. Sugandha Lowhim began her career at Ingham County Health Department (ICHD) as a Family Planning Prenatal Clinic Coordinator on January 7, 1991; and

WHEREAS, in the role of Clinic Coordinator, Dr. Sugandha Lowhim brought strong leadership, passion and care for women and families; and

WHEREAS, in 1993, Dr. Sugandha Lowhim left ICHD to complete her Internal Medicine Medical Residency; and

WHEREAS, in September 1996, Dr. Lowhim returned to ICHD as a Primary Care Physician providing services to patients at St. Lawrence Community Health Center, Sparrow Homeless Community Center, River Oak Community Health Center and Forest Community Health Center; and

WHEREAS, as a Primary Care Physician in the Ingham County Community Health Centers, Dr. Sugandha Lowhim was respectful, humane, a good listener, confident, empathetic, personable and genuinely liked by all those she served; and

WHEREAS, Dr. Sugandha Lowhim was a strong leader and champion of Public Health; and

WHEREAS, in 2003 Dr. Sugandha Lowhim began providing medical direction to the Ionia County Health Department one day a week; and

WHEREAS, in 2012 Dr. Sugandha Lowhim was promoted to Medical Director serving Public Health Services and Ingham County Community Health Centers; and

WHEREAS, in that role Dr. Sugandha Lowhim was a quiet but strong leader and advocated for quality care and public health; and

WHEREAS, Dr. Sugandha Lowhim passionately advocated for prevention services and services to refugees; and

WHEREAS, Dr. Sugandha Lowhim was a passionate advocate for immunizations and a champion for eradicating the spread of TB and other communicable diseases; and

WHEREAS, Dr. Sugandha Lowhim's kindness, caring spirit, and sense of humor has enriched those fortunate enough to know and work with her; and

WHEREAS, Sugandha Lowhim has served as a good friend and colleague to all that know her through her work at ICHD; and

WHEREAS, Dr. Sugandha Lowhim's passion for public health was an inspiration to ICHD staff and community; and

WHEREAS, with more than 23 years of dedicated service to ICHD, Dr. Lowhim is retiring from her position as Medical Director.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby honors Dr. Sugandha Lowhim for her 23 years of dedication and commitment to the County of Ingham and extends its sincere appreciation for the many contributions she has made to the citizens of Ingham.

BE IT FURTHER RESOLVED that the Board of Commissioners extends its best wishes to Dr. Lowhim and hopes for continued success in all of her future endeavors.

HUMAN SERVICES: Yeas: Tennis, Trubac, Sebolt, Morgan, Slaughter, Stivers, Naeyaert
Nays: None **Absent:** None **Approved 08/19/2019**

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH THE INLINE GROUP
FOR PROVIDER RECRUITING**

RESOLUTION # 19 –

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with the Inline Group for provider recruiting effective September 1, 2019 through August 31, 2021; and

WHEREAS, this is a monthly subscription for medical and dental provider recruiting services to fill critical medical provider vacancies, particularly physician vacancies, and sustain full staffing across ICHD's Community Health Centers (CHCs); and

WHEREAS, the cost is \$1,250 per month with the overall cost being \$30,000 for a 24 month subscription; and

WHEREAS, the amount will be covered by CHC Administrative contractual funds (51161580 818000 02002); and

WHEREAS, the Ingham Community Health Center Board of Directors supports entering into an agreement with the Inline Group for provider recruiting effective September 1, 2019 through August 31, 2021; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize entering into an agreement with the Inline Group for provider recruiting effective September 1, 2019 through August 31, 2021.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize entering into an agreement with the Inline Group at a cost not to exceed \$1,250 per month or \$30,000 for the period of the agreement, for provider recruiting effective September 1, 2019 through August 31, 2021.

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

HUMAN SERVICES: Yeas: Tennis, Trubac, Sebolt, Morgan, Slaughter, Stivers, Naeyaert
Nays: None **Absent:** None **Approved 08/19/2019**

COUNTY SERVICES: Yeas: Celentino, Stivers, Grebner, Sebolt, Maiville, Naeyaert
Nays: None **Absent:** Koenig **Approved 08/20/2019**

FINANCE: Yeas: Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None **Absent:** None **Approved 08/21/2019**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH OPEN-MSU

RESOLUTION # 19 –

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with the Opioid Prevention and Education Network of Michigan State University (OPEN-MSU) to host an AmeriCorps VISTA member who will perform services which create or expand opioid prevention, intervention and treatment opportunities for low-income communities; and

WHEREAS, the AmeriCorps VISTA member will help build the capacity in the area of relapse prevention through implementation of Medication Assisted Treatment (MAT) programming within the Ingham County Jail, health centers, and treatment centers throughout Ingham County; and

WHEREAS, the total cost of this placement will be \$7500.00; and

WHEREAS, all costs of this agreement were included in the FY 19 and proposed FY 20 budget; and

WHEREAS, this agreement will be effective August 5, 2019 through August 3, 2020; and

WHEREAS, the Health Officer recommends approval of the agreement between ICHD and OPEN-MSU to host an AmeriCorps VISTA member who will perform services to create or expand opioid prevention, intervention and treatment opportunities for low-income communities, effective August 5, 2019 through August 3, 2020.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize an agreement with OPEN-MSU in an amount not to exceed \$7,500 to host an AmeriCorps VISTA member to perform services which create or expand opioid prevention, intervention and treatment opportunities for low-income communities, effective August 5, 2019 through August 3, 2020.

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.

HUMAN SERVICES: Yeas: Tennis, Trubac, Sebolt, Morgan, Slaughter, Stivers, Naeyaert

Nays: None **Absent:** None **Approved 08/19/2019**

FINANCE: Yeas: Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville

Nays: None **Absent:** None **Approved 08/21/2019**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION DECLARING THAT A FIFTH ROUND OF APPLICATIONS FOR THE
TRAILS AND PARKS MILLAGE FUNDS WILL BE TAKEN BEGINNING AUGUST 28, 2019**

RESOLUTION # 19 –

WHEREAS, in November 2014, the electorate approved a countywide trails and parks millage levy of 50/100 (.50) of one mill to be used for the purpose of creating and maintaining a county system of recreational trails and adjacent parks trail system, which may incorporate trails or parks created by local units of government, including Lansing's River Trail, and may acquire rights of way to connect and extend existing trails; and

WHEREAS, the Park Commission reviewed the Application and Scoring Criteria forms and have made no changes to the forms for this fifth round of applications; and

WHEREAS, the Park Commission recommends that a fifth round of applications will be taken beginning August 28, 2019, set at a \$2.5 million dollar cap, with no required match: \$750,000 for small shovel ready projects up to a limit of \$125,000, with the remaining \$1,750,000 be for proposals for any community for future planning; and

WHEREAS, the Park Commission recommends that no multiple year funding be awarded for grants in this round due to the millage expiring.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners approves using the current application and scoring criteria, previously approved per Resolution #18-257, for use by the Park Commission to score applications for funding the fifth round of applications from the Trails and Parks Millage fund in year 2020, and that no multiple year funding will be awarded for grants in this round.

BE IT FURTHER RESOLVED, that a fifth round of applications will be taken beginning August 28, 2019, set at a \$2.5 million dollar cap, with no required match: \$750,000 for small shovel ready projects up to a limit of \$125,000, with the remaining \$1,750,000 be for proposals for any community for future planning.

BE IT FURTHER RESOLVED, that the Board of Commissioners will consider all grant applications, even if they are not shovel ready or include future planning.

BE IT FURTHER RESOLVED, that application forms and scoring criteria will be reviewed and approved by the Board of Commissioners prior to the sixth round.

HUMAN SERVICES: Yeas: Tennis, Trubac, Sebolt, Morgan, Slaughter, Stivers, Naeyaert
Nays: None **Absent:** None **Approved 08/19/2019**

FINANCE: Yeas: Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None **Absent:** None **Approved 08/21/2019**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH COMCAST FOR
PUBLIC EDUCATION ADVERTISING ABOUT LEAD**

RESOLUTION # 19 –

WHEREAS, Ingham County Health Department (ICHD) wishes to partner with Comcast for public education advertising throughout Lansing and Ingham County effective August 5, 2019 through September 30, 2019, in an amount not to exceed \$9,750; and

WHEREAS, in response to elevated blood lead levels in Ingham County, this ad will inform the public about lead poisoning and the need for children to receive a lead test; and

WHEREAS, the Michigan Department of Health and Human Services (MDHHS) has provided ICHD with a proposed FY 2019 Comprehensive Agreement for the delivery of public health services, including lead; and

WHEREAS, the Health Officer recommends authorizing an agreement between Comcast and ICHD effective August 5, 2019 through September 30, 2019 in an amount not to exceed \$9,750.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a grant agreement with Comcast for public education advertising regarding lead and lead testing among children effective August 5, 2019 through September 30, 2019 in an amount not to exceed \$9,750.

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

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

HUMAN SERVICES: Yeas: Tennis, Trubac, Sebolt, Morgan, Slaughter, Stivers, Naeyaert

Nays: None **Absent:** None **Approved 08/19/2019**

FINANCE: Yeas: Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville

Nays: None **Absent:** None **Approved 08/21/2019**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH
MICHIGAN COMMUNITY HEALTH WORKERS ALLIANCE**

RESOLUTION # 19 –

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with Michigan Community Health Worker Alliance (MiCHWA) and the Detroit Health Department to provide training and certification for 18 Community Health Workers (CHW) from across the department; and

WHEREAS, a CHW is a trusted public health worker that serves as a link between health/social services and the community; and

WHEREAS, CHWs facilitate access to services and improve the quality and cultural competence of service delivery; and

WHEREAS, the cost of the training is up to \$20,000; and

WHEREAS, costs for this agreement will be covered by the participating departments' in their FY19 and FY20 budgets; and

WHEREAS, the training will be conducted in 14 sessions and will allow for CHWs to gain competencies in several key areas including but not limited to, legal and ethical responsibilities, coordination, documentation, reporting, communication, cultural competence, healthy lifestyles and mental health; and

WHEREAS, having ICHD's CHWs complete the MiCHWA training will position them to bill for their services should Michigan opt to create a structure to support direct reimbursement by Medicaid; and

WHEREAS, this agreement will be effective September 1, 2019 through December 31, 2019; and

WHEREAS, the Health Officer recommends approval of the agreement between ICHD and MiCHWA for CHW certification training effective September 1, 2019 through December 31, 2019, in an amount not to exceed \$20,000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize an agreement with MiCHWA for CHW certification training effective September 1, 2019 through December 31, 2019 in an amount not to exceed \$20,000.

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

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

HUMAN SERVICES: Yeas: Tennis, Trubac, Sebolt, Morgan, Slaughter, Stivers, Naeyaert
Nays: None **Absent:** None **Approved 08/19/2019**

FINANCE: Yeas: Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None **Absent:** None **Approved 08/21/2019**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO ACCEPT AN AWARD THROUGH NATIONAL MATERNAL AND CHILD
ORAL HEALTH RESOURCE CENTER AT GEORGETOWN UNIVERSITY**

RESOLUTION # 19 –

WHEREAS, Ingham County Health Department (ICHD) wishes to accept an award totaling \$10,000 for ICHD's Community Health Centers (CHCs) for Phase II of a *Partnership for Integrating Oral Health Care into Primary Care* project effective July 1, 2019 through June 30, 2020; and

WHEREAS, The National Maternal and Child Oral Health Resource Center (OHRC) at Georgetown University (GU) has awarded \$10,000 to the ICHD's CHCs for Phase II of the *Partnership for Integrating Oral Health Care into Primary Care* project; and

WHEREAS, this project is supported by the Health Resources and Services Administration's (HRSA) Maternal and Child Health Bureau; and

WHEREAS, accepting this \$10,000 award from Georgetown University will support maternal and child oral health service enhancement activities conducted as part of ICHD's CHCs continued participation in Phase II of the *Partnership for Integrating Oral Health Care into Primary Care* project; and

WHEREAS, the Ingham County Board of Commissioners recommends accepting an award totaling \$10,000 for ICHD's CHCs Phase II of a *Partnership for Integrating Oral Health Care into Primary Care* project effective July 1, 2019 through June 30, 2020; and

WHEREAS, the Health Officer recommends accepting an award totaling \$10,000 for ICHD's CHCs Phase II of a *Partnership for Integrating Oral Health Care into Primary Care* project effective July 1, 2019 through June 30, 2020.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize the acceptance of an award totaling \$10,000 for ICHD's CHCs Phase II of a *Partnership for Integrating Oral Health Care into Primary Care* project effective July 1, 2019 through June 30, 2020.

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.

HUMAN SERVICES: Yeas: Tennis, Trubac, Sebolt, Morgan, Slaughter, Stivers, Naeyaert
Nays: None **Absent:** None **Approved 08/19/2019**

FINANCE: Yeas: Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None **Absent:** None **Approved 08/21/2019**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AMEND THE PEDIATRIC PHYSICIAN AGREEMENT WITH MSU CHM

RESOLUTION # 19 –

WHEREAS, Ingham County Health Department (ICHD) wishes to amend resolution #15-446 with Michigan State University's College of Human Medicine (MSU CHM) for pediatric services by renewing the agreement for an additional four years and by and by raising the rate of pay increase each year by 3%, effective January 1, 2020 through December 31, 2023; and

WHEREAS, ICHD is required to provide medical services, either directly, through contracts, or through cooperative arrangements which include both primary and pediatric care; and

WHEREAS, the Cedar Community Health Center's Pediatric site requires 1.5 FTE of pediatric physician services; and

WHEREAS, ICHD would like to extend the current agreement for another four years; and

WHEREAS, the contractual rate will increase by 3% for each year of the agreement as follows:

For calendar year 2020 the rate per 1.00 FTE pediatric physician is \$254,106.00
(\$381,159.00 for 1.50 FTE)

For calendar year 2021 the rate per 1.00 FTE pediatric physician is \$261,729.00
(\$392,593.50 for 1.50 FTE)

For calendar year 2022 the rate per 1.00 FTE pediatric physician is \$269,581.00
(\$404,371.50 for 1.50 FTE)

For calendar year 2023 the rate per 1.00 FTE pediatric physician is \$277,668.00
(\$416,502.00 for 1.50 FTE)

; and

WHEREAS, the Ingham Community Health Center Board of Directors supports amending resolution #15-446 with MSU's CHM agreement for pediatric services effective January 1, 2020 through December 31, 2023; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize amending resolution #15-446 with MSU's CHM agreement for pediatric services effective January 1, 2020 through December 31, 2023.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize amending resolution #15-446 with MSU's CHM agreement for pediatric services effective January 1, 2020 through December 31, 2023.

BE IT FURTHER RESOLVED, the contractual rate will increase by 3% for each year of the agreement as follows:

For calendar year 2020 the rate per 1.00 FTE pediatric physician is \$254,106.00
(\$381,159.00 for 1.50 FTE)

For calendar year 2021 the rate per 1.00 FTE pediatric physician is \$261,729.00
(\$392,593.50 for 1.50 FTE)

For calendar year 2022 the rate per 1.00 FTE pediatric physician is \$269,581.00
(\$404,371.50 for 1.50 FTE)

For calendar year 2023 the rate per 1.00 FTE pediatric physician is \$277,668.00
(\$416,502.00 for 1.50 FTE)

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.

HUMAN SERVICES: Yeas: Tennis, Trubac, Sebolt, Morgan, Slaughter, Stivers, Naeyaert
Nays: None **Absent:** None **Approved 08/19/2019**

FINANCE: Yeas: Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None **Absent:** None **Approved 08/21/2019**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AMEND THE PEDIATRIC PHYSICIAN AGREEMENT WITH MSU COM

RESOLUTION # 19 –

WHEREAS, Ingham County Health Department (ICHD) wishes to amend resolution #15-447 with Michigan State University's College of Osteopathic Medicine (MSU COM) agreement for pediatric services by extending the agreement for an additional 4 years and by raising the yearly pay increase from a 2.5% to a 3% increase effective January 1, 2020 through December 31, 2023; and

WHEREAS, ICHD is required to provide medical services either directly, through contracts, or through cooperative arrangements including primary care and pediatric services; and

WHEREAS, Cedar Community Health Center's Pediatric site requires 1.4 FTE of pediatric physician services and Willow Community Health Center requires 0.40 FTE resulting in 1.80 FTE overall; and

WHEREAS, the contractual rate will increase by 3% for each year of the agreement as follows:

For calendar year 2020 the rate per 1.00 FTE pediatric physician is \$254,106.00
(\$457,391.80 for 1.80 FTE)

For calendar year 2021 the rate per 1.00 FTE pediatric physician is \$261,729.00
(\$471,112.20 for 1.80 FTE)

For calendar year 2022 the rate per 1.00 FTE pediatric physician is \$269,581.00
(\$485,245 for 1.80 FTE)

For calendar year 2023 the rate per 1.00 FTE pediatric physician is \$277,668.00
(\$499,802.40 for 1.80 FTE)

; and

WHEREAS, the Ingham Community Health Center Board of Directors support amending resolution #15-447 with MSU's COM agreement for pediatric services effective January 1, 2020 through December 31, 2023; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize amending resolution #15-447 with MSU's COM agreement for pediatric services effective January 1, 2020 through December 31, 2023.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize amending resolution #15-447 with MSU's COM agreement for pediatric services effective January 1, 2020 through December 31, 2023.

BE IT FURTHER RESOLVED, the contractual rate will increase by 3% for each year of the agreement as follows:

For calendar year 2020 the rate per 1.00 FTE pediatric physician is \$254,106.00
(\$457,391.80 for 1.80 FTE)
For calendar year 2021 the rate per 1.00 FTE pediatric physician is \$261,729.00
(\$471,112.20 for 1.80 FTE)
For calendar year 2022 the rate per 1.00 FTE pediatric physician is \$269,581.00
(\$485,245 for 1.80 FTE)
For calendar year 2023 the rate per 1.00 FTE pediatric physician is \$277,668.00
(\$499,802.40 for 1.80 FTE)

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.

HUMAN SERVICES: Yeas: Tennis, Trubac, Sebolt, Morgan, Slaughter, Stivers, Naeyaert
Nays: None **Absent:** None **Approved 08/19/2019**

FINANCE: Yeas: Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None **Absent:** None **Approved 08/21/2019**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AMENDMENT TO RESOLUTION #19-247

RESOLUTION # 19 –

WHEREAS, Ingham County Health Department (ICHD) wishes to amend resolution #19-247 with Rite Aid Corporation (RAC) by terminating the agreement with Rite Aid Store #1612 location 2263 Cedar Street in Holt, MI and by adding Rite Aid Store #1486 location 1705 W. Mt. Hope Lansing, MI; and

WHEREAS, ICHD terminated the agreement with Rite Aid Store #1612 location 2263 Cedar Street in Holt MI 48842, due to low volume on June 30, 2019; and

WHEREAS, under the Health Resources and Services Administration (HRSA) 340B drug discount program, RAC will allow patients to obtain eligible prescriptions at the lowest possible cost; and

WHEREAS, this amendment will be fully paid by funds generated from participating in the 340B program and will be effective January 1, 2020 through May 31, 2022 and will automatically renew for one subsequent year.

WHEREAS, the Ingham Community Health Center Board of Directors supports amending resolution #19-247 with Rite Aid Corporation (RAC) under the Health Resources and Services Administration (HRSA) 340B drug discount program effective January 1, 2020 through May 31, 2022 and will automatically renew for one subsequent year; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize amending resolution #19-247 with Rite Aid Corporation (RAC) under the Health Resources and Services Administration (HRSA) 340B drug discount program effective January 1, 2020 through May 31, 2022 and will automatically renew for one subsequent year.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize amending resolution #19-247 with Rite Aid Corporation (RAC) by terminating the agreement with Rite Aid Store #1612 location 2263 Cedar Street in Holt MI and by adding Rite Aid Store #1486 location 1705 W. Mt. Hope, Lansing, MI effective January 1, 2020 through May 31, 2022 and will automatically renew for one subsequent year.

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.

HUMAN SERVICES: Yeas: Tennis, Trubac, Sebolt, Morgan, Slaughter, Stivers, Naeyaert
Nays: None **Absent:** None **Approved 08/19/2019**

FINANCE: Yeas: Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None **Absent:** None **Approved 08/21/2019**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO EXTEND THE LEASE AGREEMENT FOR 1115 S. PENNSYLVANIA AVE

RESOLUTION # 19 –

WHEREAS, Ingham County Health Department (ICHD) wishes to extend the lease agreement with CAMAO, Properties LLC for 1115 S. Pennsylvania Avenue an additional three years effective October 1, 2019 through September 30, 2022; and

WHEREAS, the Willow Community Health Center, located at 306 W. Willow St., will be moving into the 1115 S. Pennsylvania site; and

WHEREAS, this move will increase the square feet of space for patient care by 2,816 square feet; and

WHEREAS, currently the rent for 1115 S. Pennsylvania Ave. is \$208,073.72 a year; and

WHEREAS, with the amended agreement, the cost will be \$167,944.48, a savings of \$40,129.24; and

WHEREAS, there is also a cost savings of \$82,958 once the Willow site closes down and moves into the 1115 S. Pennsylvania Ave. location; and

WHEREAS, the comparative square footage cost is as follows; and

Period	Rent/Sq. Ft.	Monthly Rental	Period Rental
10/1/2019 - 9/30/2020	\$15.50	\$13,324.83	\$159,898.00
10/1/2020 – 9/30/2021	\$15.89	\$13,660.10	\$163,921.24
10/1/2021 – 9/30/2022	\$16.28	\$13,995.37	\$167,944.48

WHEREAS, the Ingham Community Health Center Board of Directors supports extending the lease agreement for 1115 S. Pennsylvania Avenue an additional three years effective October 1, 2019 through September 30, 2022; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize extending the lease agreement for 1115 S. Pennsylvania Avenue an additional three years effective October 1, 2019 through September 30, 2022.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize extending the lease agreement with CAMAO, Properties LLC for 1115 S. Pennsylvania Avenue an additional three years effective October 1, 2019 through September 30, 2022.

BE IT FURTHER RESOLVED, base rent during the term of the agreement shall be as follows:

Period	Rent/Sq. Ft.	Monthly Rental	Period Rental
10/1/2019 - 9/30/2020	\$15.50	\$13,324.83	\$159,898.00
10/1/2020 – 9/30/2021	\$15.89	\$13,660.10	\$163,921.24
10/1/2021 – 9/30/2022	\$16.28	\$13,995.37	\$167,944.48

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.

HUMAN SERVICES: Yeas: Tennis, Trubac, Sebolt, Morgan, Slaughter, Stivers, Naeyaert
Nays: None **Absent:** None **Approved 08/19/2019**

FINANCE: Yeas: Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None **Absent:** None **Approved 08/21/2019**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH WEST INTERACTIVE SERVICES

RESOLUTION # 19 –

WHEREAS, Ingham County Health Department (ICHD) wishes to renew the agreement with West Interactive Services (WISC Televox) to provide laboratory test results for patients within the HIV/STI Prevention Program and to provide appointment reminders to patients of Immunizations and patients of the Ingham Community Immunization Health Centers (IHCs); and

WHEREAS, this software will allow patients to be sent reminders in the evenings and on weekends and will allow these reminders to be sent via phone call, email, and text message; and

WHEREAS, this approved patient communication is expected to decrease the amount of missed appointments in these offices which would lead to improved immunization rates and health outcomes; and

WHEREAS, this assessment will be effective July 1, 2019 through June 30, 2022 at the rates outlined in WISC's proposal; and

WHEREAS, the Health Officer recommends approval of the agreement between ICHD and WISC to provide test results and appointment reminders to HIV/STI, Immunizations and the IHCs at the cost outlined in WISC Televox's proposal, effective July 1, 2019 through June 30, 2022.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize an agreement between ICHD and WISC to provide test results and appointment reminders to HIV/STI, Immunizations and the IHCs at the cost outlined in WISC Televox's proposal, effective July 1, 2019 through June 30, 2022.

BE IT FURTHER RESOLVED, voice, email & text messages will be billed at \$0.10 per contact and call transfers at \$0.08 per call, with lab calls billed at a minimum of \$100.00 per month.

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

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

HUMAN SERVICES: Yeas: Tennis, Trubac, Sebolt, Morgan, Slaughter, Stivers, Naeyaert
Nays: None **Absent:** None **Approved 08/19/2019**

FINANCE: Yeas: Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None **Absent:** None **Approved 08/21/2019**

Introduced by the Law & Courts Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO DEDICATE A SECTION OF BARNES ROAD:
“THE SERGEANT PAUL COLE MEMORIAL ROADWAY”**

RESOLUTION # 19 –

WHEREAS, Sergeant Paul Cole began his career at the Ingham County Sheriff's Office in October 1977; and

WHEREAS, in the following years of service, he held a variety of positions including assignment to the Canine Unit and a promotion to the rank of Sergeant on September 2, 1995; and

WHEREAS, on October 6, 1996, while responding to a domestic disturbance call, Sergeant Paul Cole bravely and valiantly lost his life in the line of duty as the result of a car accident in the yard of 3821 West Barnes Road; and

WHEREAS, Sergeant Paul Cole was the first Deputy to die in the line of duty in the history of the Ingham County Sheriff's Office; and

WHEREAS, to honor Sergeant Paul Cole and to keep his memory alive, members of the Ingham County Sheriff's Office wish to dedicate the roadway near 3821 West Barnes Road “The Sergeant Paul Cole Memorial Roadway”; and

WHEREAS, the Ingham County Road Department has offered to facilitate and donate the signage necessary to properly designate and recognize the site.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the dedication of a section of Barnes Road near 3821 West Barnes Road “The Sergeant Paul Cole Memorial Roadway”.

LAW & COURTS: Yeas: Koenig, Slaughter, Celentino, Crenshaw, Polsdofer, Trubac, Schafer
Nays: None **Absent:** None **Approved 08/15/2019**

Introduced by the Law & Courts Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO HONOR SERGEANT JEFFREY WEISS OF THE
INGHAM COUNTY SHERIFF'S OFFICE**

RESOLUTION # 19 –

WHEREAS, Sergeant Jeffrey Weiss was hired by the Ingham County Sheriff's Office as a Deputy in October 1994 assigned to the Corrections Division and transferred to the Road Patrol in 1996 and since that time has proudly served in nearly every division of the Ingham County Sheriff's Office; and

WHEREAS, Sergeant Jeffrey Weiss was assigned to the traffic unit in 1997, and became an Accident Reconstructionist requiring extensive and challenging training and he also became a Precision Driving Instructor, RADAR/LIDAR Instructor, and joined the Marine Unit during this time; and

WHEREAS, he also became certified as a Field Training Officer, using his knowledge skills and abilities to train many new Deputies; and

WHEREAS, Sergeant Jeffrey Weiss was assigned to the Veterans Memorial Courthouse in 2001, serving the Judges and community at the Circuit Court; and

WHEREAS, Sergeant Jeffrey Weiss was transferred to the D.A.R.E. Unit in 2004, and became a D.A.R.E. Instructor, teaching Ingham County School District Students the skills they need to avoid involvement in drugs, gangs, and violence; and how to resist peer pressure and live productive drug and violence-free lives; and

WHEREAS, Sergeant Jeffrey Weiss was promoted to Sergeant in 2006 serving as the K9 Unit Supervisor and County Road Patrol; and

WHEREAS, Sergeant Jeffrey Weiss was assigned to the Training Unit as the Training Sergeant in 2008, and during this time he became a valuable instructor in many disciplines including Less Lethal Munitions, TASER, and Active Violence, also attending the MSU School of Staff & Command, an intensive leadership program for Law Enforcement Supervisors; and

WHEREAS, Sergeant Jeffrey Weiss served as a Corrections Division Sergeant in 2011, and a Delhi Division Sergeant in 2012; and

WHEREAS, Sergeant Jeffrey Weiss was transferred to the Emergency Operations Center in 2015, supervising the Emergency Operations Center, representing Ingham County in the Region 1 Homeland Security Planning Board, and serving as the Planning Board Chairperson for 2016, and he also earned the Professional Emergency Manager designation, a very in depth qualification to achieve; and

WHEREAS, Sergeant Weiss handled the ISC Plating Fire just weeks after taking the EOC assignment in 2015, annually prepared the Ingham County Fair Emergency Plans, and handled numerous weather-related EOC activations, and other special events; and

WHEREAS, throughout his career, Sergeant Jeffrey Weiss was a dedicated employee and served with honor, respect, and integrity, and his teaching and leadership for his co-workers, the Emergency Management community, and Ingham County School District students, helped make our community a safer place to live, work and play; and

WHEREAS, after 25 years of dedicated service safeguarding the citizens of Ingham County, Sergeant Jeffrey Weiss is retiring on September 13th, 2019.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby thanks Sergeant Jeffrey Weiss for his 25 years of dedicated service to the citizens of Ingham County and wishes him continued success in all of his future endeavors.

LAW & COURTS: Yeas: Koenig, Slaughter, Celentino, Crenshaw, Polsdofer, Trubac, Schafer
Nays: None **Absent:** None **Approved 08/15/2019**

Introduced by the Law & Courts Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO HONOR GUY L. SWEET OF THE INGHAM COUNTY
PROSECUTOR'S OFFICE**

RESOLUTION # 19 –

WHEREAS, Guy L. Sweet has been a distinguished member of the Ingham County Prosecutor's Office since 1983; and

WHEREAS, Guy L. Sweet began his career with the Ingham County Prosecutor's Office as an Assistant Prosecuting Attorney, and from 1983 to 1995 he was assigned to the District Court Unit, the Probate Unit, and the Appeals Unit,

WHEREAS, in 1995, Guy L. Sweet was designated a Unit Chief where he served at various times as the supervisor for the District Court Unit, Circuit Court Unit, Appeals Unit, the Juvenile Court Unit, and the Family Support Unit; and

WHEREAS, in addition to handling numerous high profile cases, he created the first Drug Forfeiture Unit for the Ingham County Prosecutor's Office in 1988; and

WHEREAS, in service to his fellow assistant prosecuting attorneys, Guy L. Sweet served as President of the ICEA Assistant Prosecuting Attorney's Division collective bargaining unit for more than 15 years; and

WHEREAS, between 2012 and 2015 Guy L. Sweet served as the Secretary, Vice President, and President of the Prosecuting Attorney Family Support Forum; and

WHEREAS, in 2015 he received the Outstanding Prosecuting Attorney Supervisor Award from the Michigan Family Support Council; and

WHEREAS, during his career, Guy L. Sweet has been recognized numerous times state wide for his performance, dedication, and professionalism thereby enhancing the reputation of the Ingham County Prosecutor's Office and the County of Ingham; and

WHEREAS, during his distinguished career serving the citizens of Ingham County, Guy L. Sweet has served as a resource, guide, and mentor, setting the highest standards for advocacy and civility for his fellow assistant prosecuting attorneys; and

WHEREAS, after 36 years of dedicated service to the citizens of Ingham County, Guy L. Sweet is retiring from the county on August 31st, 2019.

THEREFORE IT BE RESOLVED, that the Ingham County Board of Commissioners hereby honors Guy L. Sweet for 36 years of dedicated service to the citizens of Ingham County and the State of Michigan while wishing him continued success in all of his future endeavors.

LAW & COURTS: Yeas: Koenig, Slaughter, Celentino, Crenshaw, Polsdofer, Trubac, Schafer
Nays: None Absent: None **Approved 08/15/2019**

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH ICS HOLDINGS LLC. TO LEASE
SPACE FOR THE 9-1-1 CENTER'S PUBLIC SAFETY RADIO SYSTEM REPLACEMENT PROJECT**

RESOLUTION # 19 –

WHEREAS, space is needed for the Public Safety Radio System Replacement Project; and

WHEREAS, property located at 4213 Legacy Parkway, Lansing Michigan will provide the necessary space to accomplish this type of project; and

WHEREAS, it is the recommendation of both the Facilities Department and 9-1-1 Center to enter into a lease agreement with ICS Holdings LLC. for the period of December 1st 2019 thru May 31st 2021 with a six month option to renew, for the monthly amount of \$3,710.00 that does not include utilities, which will be paid for separately from the same fund account; and

WHEREAS, funds are available in the 9-1-1 Emergency Telephone Fund.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a lease agreement with ICS Holdings LLC., for the property located at 4213 Legacy Parkway, Lansing, Michigan for the period of December 1st 2019 thru May 31st 2021 with a six month option to renew for the monthly price of \$3,710.00.

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.

LAW & COURTS: Yeas: Koenig, Slaughter, Celentino, Crenshaw, Polsdofer, Trubac, Schafer
Nays: None **Absent:** None **Approved 08/15/2019**

COUNTY SERVICES: Yeas: Celentino, Stivers, Grebner, Sebolt, Maiville, Naeyaert
Nays: None **Absent:** Koenig **Approved 08/20/2019**

FINANCE: Yeas: Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None **Absent:** None **Approved 08/21/2019**

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH VIDCOM SOLUTIONS FOR THE
ACCESS CONTROL AT MULTIPLE INGHAM COUNTY FACILITIES**

RESOLUTION # 19 –

WHEREAS, multiple Ingham County locations are in need of an additional burglar alarm system and access controls for security purposes; and

WHEREAS, these locations are as follows:

- At the Human Services Building, additional electronic card swipes in several different areas throughout the Health Department for the cost of \$14,203.36.
- At the Ingham County Family Center, additional electronic card swipes for several interior and exterior doors throughout the building for the cost of \$9,281.91.
- At the Grady Porter Building; Public Defender's Office, an additional electronic card swipe for the cost of \$2,150.48; Prosecutors Office, an additional electronic card swipe for the cost of \$2,150.48; and Pretrial Services, an additional electronic card swipe and additional panic buttons for the cost of \$5,256.69.
- At the Public Defender's Office located at 320 N. Washington Square, the new access control system will consist of several electronic card swipes and a burglar system for the cost of \$15,893.58 which includes 12-months of monitoring services; and

WHEREAS, it is the recommendation of the Facilities Department to enter into an agreement Vidcom Solutions who submitted the lowest responsive and responsible proposal of \$48,936.50 for additional burglar alarm and access controls for the above listed locations; and

WHEREAS, funds for this project are available through the following line item numbers:

Human Services Building – 221-60000-743100-1000
Ingham County Family Center – 264-66400-976000
Pretrial Services – 207-37014-931000
Prosecutor's Office – 298-67300-976000
Public Defender's Office – 260-28200-931000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Vidcom Solutions, 15559 South US 27, Lansing, Michigan 48906 for the access controls at multiple Ingham County facilities for an amount not to exceed \$48,936.50.

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.

LAW & COURTS: Yeas: Koenig, Slaughter, Celentino, Crenshaw, Polsdofer, Trubac, Schafer
Nays: None **Absent:** None **Approved 08/15/2019**

COUNTY SERVICES: Yeas: Celentino, Stivers, Grebner, Sebolt, Maiville, Naeyaert
Nays: None **Absent:** Koenig **Approved 08/20/2019**

FINANCE: Yeas: Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None **Absent:** None **Approved 08/21/2019**

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE THE PURCHASE OF A NEW MOBILE
ADOPTIONS TRANSPORT VEHICLE**

RESOLUTION # 19 –

WHEREAS, the Ingham County Animal Shelter has a mobile adoptions van to transport shelter animals to and from adoption events as well as tables/supplies to outreach events; and

WHEREAS, the present vehicle is in need of replacement as it was purchased in 2005 (approaching 15 years old) and has over 143,150 miles; and

WHEREAS, in addition to the high miles the vehicle is consistently in and out of the repair shop for repairs costing continued fees for maintenance to keep the vehicle road safe; and

WHEREAS, animal shelter staff and volunteers have expressed concerns for safety due to the unreliability if the vehicle continues to be used on a regular basis; and

WHEREAS, in March of 2019 Deborah (Debbie) Guerre, a very active volunteer a number of years ago at the Ingham County Animal Shelter, unexpectedly passed away; and

WHEREAS, Debbie's passion with volunteering at the shelter was focused on her love for community outreach and finding shelter pit bulls new homes; and

WHEREAS, upon her passing, ICAC was notified that Debbie named the Ingham County Animal Shelter as her beneficiary and has recently received several checks totaling over \$100,000 as a result; and

WHEREAS, the ICAC shelter seeks to purchase a new mobile adoption vehicle, outfitting, and decals with the funding, and a plaque will be placed on the van "In memory of Debbie Guerre" to thank her for her long lasting generous financial contribution to the ICAC shelter; and

WHEREAS, a request is made to purchase a new 2020 Ford Transit Van including outfitting and decals anticipated to cost approximately \$60,000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes the purchase of a new 2020 Ford Transit Van with outfitting and decals from Gorno Ford with the donated funds at a not-to-exceed cost of \$60,000.

BE IT FURTHER RESOLVED, that the Controller/Administrator is directed to make the necessary budget transfers authorized by this resolution.

LAW & COURTS: Yeas: Koenig, Slaughter, Celentino, Crenshaw, Polsdofer, Trubac, Schafer
Nays: None **Absent:** None **Approved 08/15/2019**

FINANCE: Yeas: Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None **Absent:** None **Approved 08/21/2019**

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION FOR THE RENEWAL AND EXTENSION OF THE
TECHNICAL SERVICES AGREEMENT WITH WORD SYSTEMS, INC.**

RESOLUTION # 19 –

WHEREAS, the Ingham County Board of Commissioners operates the 9-1-1 Emergency Telephone Dispatch System through the Ingham County 9-1-1 Central Dispatch Center; and

WHEREAS, the Ingham County Board of Commissioners last approved, under Resolution #18-405, the Technical Services Agreement (warranty, service and support) for the 9-1-1 Center's NICE logging recorder system with Word Systems, Inc.; and

WHEREAS, the system maintenance and support contract is needed with an extension of the current contract effective October 1, 2019 to properly maintain our NICE logging recorder; and

WHEREAS, a longer term, five-year Technical Services Agreement contract with Word Systems, Inc. will save Ingham County 9-1-1 more than 32% of the costs of renewing the same agreement annually over that same five year period; and

WHEREAS, the 9-1-1 Director is recommending that the Ingham County Board of Commissioners approve the continuation and extension of the Technical Services Agreement with Word Systems, Inc. for the current 9-1-1 telephone system through September 30, 2024; and

WHEREAS, the 9-1-1 Center budget does contain funding for the continuation of this system maintenance and support with Word Systems, Inc.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes extending the contract with Word Systems, Inc. for system maintenance and support for the period of October 1, 2019 through September 30, 2024 for a total cost of \$75,637.00.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary budgetary transfers that are 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/purchase order documents consistent with this resolution and approved as to form by the County Attorney.

LAW & COURTS: Yeas: Koenig, Slaughter, Celentino, Crenshaw, Polsdofer, Trubac, Schafer
Nays: None **Absent:** None **Approved 08/15/2019**

FINANCE: Yeas: Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None **Absent:** None **Approved 08/21/2019**