CHAIRPERSON BRYAN CRENSHAW

VICE-CHAIRPERSON RYAN SEBOLT

VICE-CHAIRPERSON PRO-TEM ROBIN NAEYAERT FINANCE COMMITTEE
MARK GREBNER, CHAIR
THOMAS MORGAN
TODD TENNIS
BYRAN CRENSHAW
MARK POLSDOFER
RANDY SCHAFER
RANDY MAIVILLE

INGHAM COUNTY BOARD OF COMMISSIONERS

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

THE FINANCE COMMITTEE WILL MEET ON WEDNESDAY, FEBRUARY 20, 2019 AT 6:00 P.M., IN THE PERSONNEL CONFERENCE ROOM (D & E), HUMAN SERVICES BUILDING, 5303 S. CEDAR, LANSING.

Agenda

Call to Order
Approval of the February 7, 2019 Minutes
Additions to the Agenda
Limited Public Comment

1. Sheriff's Office

- a. Resolution to Authorize a Training Services Agreement with Bouck Corporation dba MACNLOW Associates on Behalf of the Sheriff's Office and 9-1-1 Central Dispatch
- b. Resolution to Authorize Contracts with Identified Service Providers as Authorized by the Justice Millage
- 2. Treasurer's Office Resolution to Set Policy for Certain Delinquent Tax Payments

3. Prosecutor's Office

- a. Resolution to Authorize an Amended Memorandum of Understanding Between the Ingham County Prosecutor's Office and the Department of the Attorney General and a Sub Contract Between the Ingham County Prosecutor's Office and End Violent Encounters (EVE)
- b. Resolution to Accept an Amendment to the Agreement Between the Michigan Department of Health and Human Services and the Ingham County Prosecutor's Office Crime Victim Rights Grant

4. Facilities Department

- a. Resolution to Authorize an Agreement with Cusack's Masonry Restoration, Inc. for the Building Tuck Pointing at the Ingham County Youth Center
- b. Resolution to Authorize an Agreement with HPS for the Purchase of Three Ovens for the Ingham County Jail
- c. Resolution to Authorize an Agreement with A&B Equipment & Sons, Inc. for the Purchase of Three Washers for the Ingham County Jail
- d. Resolution to Authorize an Agreement with Trane U.S. Inc. for the Overhaul of the Chillers at the Ingham County Jail

5. <u>Special Transportation Millage</u> – Resolution Authorizing the Fourth Amendment to the Agreement with the Capital Area Transportation Authority Dated January 1, 2016 through December 31, 2020 (*Tabled at July 16, 2018 Meeting*)

6. Road Department

- a. Resolution to Authorize a Professional Services Contract with Spicer Group, Inc. for the 2019 and 2020 Biennial Bridge Inspection Program
- b. Resolution to Approve a Second Party Agreement Between the Michigan Department of Transportation and the Ingham County Road Department in Relation to State Funded Bridge Projects Located at Howell Road Bridge Over Doan Creek, Olds Road Bridge Over Perry Creek, and Olds Road Bridge Over Huntoon Lake Extension Drain

7. Human Resources Department

- a. Resolution to Approve Generic Service Credit Purchase for County Employee
- b. Resolution Establishing Authorized Signatories for MERS Contracts and Service Credit Purchase Approvals
- 8. <u>911 Central Dispatch Center</u> Resolution to Authorize Contracts for Tower Studies Necessary for the Replacement of the Ingham County Public Safety Radio System

Announcements
Public Comment
Adjournment

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

The County of Ingham will provide necessary reasonable auxiliary aids and services, such as interpreters for the hearing impaired and audio tapes of printed materials being considered at the meeting for the visually impaired, for individuals with disabilities at the meeting upon five (5) working days notice to the County of Ingham. Individuals with disabilities requiring auxiliary aids or services should contact the County of Ingham in writing or by calling the following: Ingham County Board of Commissioners, P.O. Box 319, Mason, MI 48854 Phone: (517) 676-7200. A quorum of the Board of Commissioners may be in attendance at this meeting. Meeting information is also available on line at www.ingham.org.

FINANCE COMMITTEE

February 7, 2019 Draft Minutes

Members Present: Grebner, Crenshaw, Maiville, Polsdofer, Schafer, and Tennis (arrived 6:14

p.m.).

Members Absent: Morgan

Others Present: Brad Beck, Ernie West, Russel Church, Tim Morgan, Evan Hope, Michael

Townsend, Teri Morton, Younes Ishraidi, Dan Troia, Tyler A Smith, and

others.

The meeting was called to order by Chairperson Grebner at 6:00 p.m. in Conference Room D & E of the Human Services Building, 5303 South Cedar Street, Lansing, Michigan.

Approval of the January 16, 2019 Minutes

WITHOUT OBJECTION, CHAIRPERSON GREBNER STATED THE JANUARY 16, 2019 MEETING MINUTES WERE APPROVED AS PRESENTED. Absent: Commissioners Morgan and Tennis.

Additions to the Agenda

- 6. <u>Health Department</u>
 - f. Resolution to Convert Primary Care Physician Position to Nurse Practitioner & Medical Assistant 1 Positions
- 7. <u>Board of Commissioners Office</u>
 - b. Resolution to Extend Administrative Leave Time and to Amend Suspension of Operations Policy

Substitutes –

- 4. Parks Department
 - a. Resolution to Authorize Contracts for Trails and Parks Millage Applications
- 9. Road Department Resolution to Authorize the Purchase of the Ingham County Sheriff Department/Homeland Sereurity Division's & Used Command Center Truck & Purchase of One New Sport Utility Vehicle for the Ingham County Road Department; and Related Modification to the Road Department's 2019 Capital Improvement Plan

Removed -

- 6. Health Department
 - d. Resolution to Authorize a Lease Agreement for 1100 W. Saginaw, Lansing

Deputy Controller Michael Townsend stated that the amended title of Agenda Item 9 read "Seurity" as amended, and that it should be corrected to "Security."

Limited Public Comment

Brad Beck, Lansing Township Planner, stated that he was excited to work with the Board of Commissioners on the Waverly project, and that the project would increase the safety and mobility of pedestrians..

Ernie West, Delta Township Engineer, stated that it had been great to collaborate with Ingham County. He further stated that working with the Road Department and the City of Lansing had been a great collaboration.

Mr. West stated that he was excited that the Board of Commissioners was considering the project.

MOVED BY COMM. MAIVILLE, SUPPORTED BY COMM. CRENSHAW, TO APPROVE A CONSENT AGENDA CONSISTING OF THE FOLLOWING ACTION ITEMS:

- 2. <u>Animal Control</u> Resolution to Authorize a Reorganization of the Ingham County Animal Control and Shelter
- 4. <u>Parks Department</u>
 - b. Resolution to Authorize a Contract with Laux Construction, LLC
- 5. <u>Parks Department and Potter Park Zoo</u> Resolution to Implement a Revenue Management System
- 6. <u>Health Department</u>
 - a. Resolution to Amend Lease Agreement with Holy Cross Services
 - b. Resolution to Authorize Amendment # 2 to the 2018-2019 Comprehensive Agreement with the Michigan Department of Health and Human Services
 - c. Resolution to Authorize an Agreement with Florida State University
 - e. Resolution to Authorize an Extension to Agreement with MSU for Psychiatric Services and to Increase Psychiatric Services to a .7 FTE Position
 - f. Resolution to Convert Primary Care Physician Position to Nurse Practitioner & Medical Assistant 1 Positions

7. Board of Commissioners Office

- a. Resolution to Enter into an Employment Agreement with William Fowler to Serve as Ingham County Equalization Director
- b. Resolution to Extend Administrative Leave Time and to Amend Suspension of Operations Policy

- 8. Innovation and Technology Department
 - a. Resolution to Approve the Renewal of the Internet and Voice Services Provided by Everstream
 - b. Resolution to Approve the Renewal of the SeamlessDocs Licensing Subscription
- 9. Road Department Resolution to Authorize the Purchase of the Ingham County Sheriff Department/Homeland Security Division's Used Command Center Truck & Purchase of One New Sport Utility Vehicle for the Ingham County Road Department; and Related Modification to the Road Department's 2019 Capital Improvement Plan

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

THE MOTION TO APPROVE THE ITEMS ON THE CONSENT AGENDA CARRIED UNANIMOUSLY. Absent: Commissioners Morgan and Tennis.

Please note that later in the meeting, Commissioner Tennis stated he was in favor of all items on the consent agenda.

1. <u>Public Defenders Office</u> – Resolution Creating Assistant Public Defender Positions for the Public Defenders Office

MOVED BY COMM. MAIVILLE, SUPPORTED BY COMM. CRENSHAW, TO APPROVE THE RESOLUTION.

Chairperson Grebner stated that the resolution appeared to allow the Chief Public Defender to determine how many positions the Office would have at each classification. He asked whether, once the number of positions for each classification was set, it would remain fluid or become fixed.

Russel Church, Chief Public Defender, stated that he planned to structure things somewhat like the Prosecutor's Office, and that he would hire, move and replace employees depending on experience. He further stated that he wanted to be able to attract skilled attorneys to handle very serious cases, and that being able to promise a higher level of pay would help with that.

Teri Morton, Deputy Controller, stated that these were new positions, and that they would be Managerial and Confidential. She further stated that the unit may later become organized, but that there was presently no union involvement.

Ms. Morton stated that the Assistant Prosecuting Attorney unit had only one class, with eight steps. She further stated that the Assistant Public Defender classifications were within a similar range as the Prosecuting Attorney's eight steps.

Ms. Morton stated that the proportion of positions would remain fluid until some point, but not forever.

Chairperson Grebner stated that it was unusual to approve a specific number of positions, and allow the department head to assign and change the number of positions at each classification.

Ms. Morton stated that perhaps the Board of Commissioners could revisit the resolution and amend it in the future if needed.

Chairperson Grebner stated that the Board of Commissioners would revisit the resolution in one year. He further stated that he did not believe that any other department in the County had the ability to change positions to different classifications at will.

Ms. Morton stated that it was highly unusual.

Chairperson Grebner stated that if the resolution remained as it was, the Chief Public Defender could change the budget around as he wished, and could even pay all of his employees at the highest rate. He further stated he would like the Controller to add language to leave the discretion to set the number of employees at each classification with the department head until Feb 1, 2020, at which time the number of positions at each classification would become set.

Chairperson Grebner stated that after the number of positions became set, changes could be made by the usual reclassification process.

Commissioner Crenshaw asked what the time frame was to hire attorneys.

Mr. Church stated that he planned to finish hiring by about April 1, 2019.

Chairperson Grebner stated that there would probably be turnover, replacement, and promotions during the early stages of operation.

Mr. Church stated that there would probably be a void on the high end of the classification structure, and that he felt it was likely he could fill the mid and low end. He further stated that he would send out an email blast the following day to various legal organizations, and that he was not certain how many applicants would be ready to go the first day.

Chairperson Grebner stated that creating a new department from scratch would require Mr. Church to discover things as he went along, and that he would expect chaos in the Chief Public Defender's Office even a year from now. He further stated that he was willing to allow flexibility for that reason.

Chairperson Grebner asked if the allocation would be within the funding the State had provided.

Ms. Morton stated that she had budgeted to hire by modeling on the Prosecutor's Office scale. She further stated that the Public Defender's Office had plenty of money.

Chairperson Grebner asked whether there was a limit on the total amount of State funding.

Ms. Morton stated that there was no funding cap per se, but if the Office asked for a lot more money, she was not certain how the State would respond. She further stated that the current funding cycle included startup costs, and that it was likely the budget would be lower in following years.

Ms. Morton stated that there was no reason the Office would not get its requests from the State granted.

Mr. Church stated that the hiring matrix would allow some flexibility for future years. He further stated that he was planning to hire nine people in the top three steps, and that it was possible not all of those positions would be filled.

Commissioner Tennis arrived at 6:14 p.m.

Ms. Morton stated that the Committee would get the remainder of the proposed positons in a resolution in the next Board of Commissioners cycle. She further stated that the Office was working diligently to find office space, and that the next cycle may include request for a late item to approve a lease.

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioner Morgan.

Commissioner Tennis stated that he would have voted in favor of all items on the consent agenda.

3. <u>Community Mental Health</u> – Resolution to Authorize a Contract with the Community Mental Health Authority of Clinton, Eaton and Ingham Counties (CMH) for Health Services Millage Eligible Services

MOVED BY COMM. CRENSHAW, SUPPORTED BY COMM. TENNIS, TO APPROVE THE RESOLUTION.

Commissioner Schafer stated that he would be voting against the resolution, because the funding for Community Mental Health (CMH) had taken on a life of its own.

Commissioner Maiville stated that he would still support the resolution, but had similar concerns. He further stated that it appeared a lot of the millage funds were going to CMH, and asked how the Board of Commissioners was ensuring that the money was going to millage-eligible people.

Commissioner Crenshaw stated that he would be voting against the resolution. He further stated that it seemed as if CMH had been asking for more money each year, and that it had built an addition.

Commissioner Crenshaw stated that CMH needed to look at what was essential, and what they could provide without further funding increases.

Commissioner Tennis stated that the Health Services Millage had passed in 2015 or so, and that the Affordable Care Act (ACA) had not been implemented at that time. He further stated that when the ACA was implemented, demand for millage funds was greatly diminished.

Commissioner Tennis stated that in response, the Board of Commissioners reduced the millage levy by one-third, and shifted one-third of the funding to CMH to shore it up after a massive cut in State support. He further stated that funding CMH was a way to try to maintain mental health services, which were chronically underfunded, and that considering behavioral health and substance use services, the Board of Commissioners needed to focus more resources than it was at present.

Commissioner Tennis stated that having many County residents receive healthcare through the ACA allowed a tax cut for the County, and helped to gird cuts to CMH funding. He further stated that he understood that funding requests had increased, but that he assumed that was due to an increase in demand.

Commissioner Tennis stated that there had been an audit requirement for Ingham Health Plan in the past, but that it was due to concerns about their internal auditing process. He further stated that there had been no issues since then.

Commissioner Tennis stated that he did not think auditing was necessary for CMH, because it was already under scrutiny as a public agency. He further stated that he fully supported the resolution.

Commissioner Schafer stated that, looking through categories of services, many seemed far removed from healthcare.

Commissioner Tennis stated that the separation between mental and physical health was diminishing, and that there were lots of connections between the two. He further stated that traditionally, the Board of Commissioners had divided funding for physical and mental health into separate pools, but that healthcare was becoming more and more holistic.

THE MOTION CARRIED. **Yeas:** Grebner, Maiville, Polsdofer, Tennis. **Nays:** Crenshaw, Schafer. **Absent:** Morgan.

4. Parks Department

a. Resolution to Authorize Contracts for Trails and Parks Millage Applications

MOVED BY COMM. CRENSHAW, SUPPORTED BY COMM. POLSDOFER, TO APPROVE THE RESOLUTION.

Tim Morgan, Parks Director, stated that was present to answer any questions. He distributed materials to the Committee.

Commissioner Polsdofer asked what was encompassed in Phase II of the Michigan State University (MSU) to Lake Lansing Connector project.

Younes Ishraidi, Meridian Township Chief Engineer, stated that the MSU to Lake Lansing Connector was the number one priority project for Meridian Township, and that Meridian had been considering it for years.

Mr. Ishraidi stated that the project was quite large, at 5.2 miles in length, and that it could not be done all at once. He further stated that Phase I was the main phase and the largest phase, and that it would run from Hagadorn Road to the intersection of Grand River Avenue and Park Lake Road, along the north bank of the Red Cedar River, crossing it at the MSU Music Building.

Mr. Ishraidi stated that part of the funding for the project was from the Trails and Parks millage, and that Meridian Township had received a \$1.7 million Transportation Alternatives Program (TAP) grant, conditional on receipt of Trails and Parks millage funding. He further stated that Meridian Township was adding \$350,000, and that the total budget of the project was \$3 million.

Mr. Ishraidi stated that the project was on schedule to meet Michigan Department of Transportation (MDOT) requirements, and that it would be starting fall of 2020. He further stated that environmental permits, rights of way, and easements still needed to be secured to clear the way, and that many of these were required to meet MDOT regulations. He further stated that Phase II of the project would connect to Phase I at Grand River Avenue, and would run across mainly Meridian Township owned property.

Mr. Ishraidi stated that there was already a trail established there, but that it would need to cross private property. He further stated that Phase II would end at the Meridian Township Services Center on Okemos Road, and that Phase III would run from there to Lake Lansing.

Mr. Ishraidi stated that Phase II would be funded from County and Meridian Township funds, and that no MDOT funding would be involved. He further stated that Phase II was starting design during 2019, and that both Phase I and Phase II could begin construction in 2020, because Phase II involved much less trouble with permits.

Commissioner Polsdofer asked whether there was any progress or tentative agreements with property owners along the Phase I path.

Mr. Ishraidi stated that some property owners were enthusiastic about the project, and had offered money to help pay for it. He further stated that the property owners would be pleased to have students use the trail instead of being on the road.

Mr. Ishraidi stated that when a consultant was first hired to assess the Trails and Parks projects, it put out a survey, on which the MSU to Lake Lansing Connector was the number one vote-getter. He further stated that the MSU to Lake Lansing Connector connected to the Lansing River Trail through MSU campus.

Chairperson Grebner stated that there likely would not be and funds drawn for Phase II of the project until 2020.

Mr. Ishraidi stated that Meridian Township still needed to sign agreements, and that he was not sure when funds would be drawn.

Chairperson Grebner stated that the MSU to Lake Lansing Connector was listed as a 2019 expenditure, but would not actually draw funds until 2020 or 2021.

Mr. Ishraidi stated that Meridian Township would still need funding for preparatory work.

Chairperson Grebner stated that he was not proposing to hold back funding, just that Meridian Township might not draw the funds for some time.

Commissioner Maiville stated that the Holt to Mason project was the elephant in the room.

Discussion.

Commissioner Maiville asked whether there were plans for match funds or other external money to fund the Holt to Mason trail project. He further stated that while the MSU to Lake Lansing connector was the number one vote-getter in a survey, this was number two.

Mr. Morgan stated that when TAP staff met with County staff, they stated that this would be their top project to fund. He further stated that TAP grants often matched funds 70/30, so County money should be used as match funds toward a TAP grant.

Evan Hope, Delhi Township Clerk, stated that he had been over this many times with the Parks Commission. He further stated that if the County wanted to build regional trails, it needed to step up and construct some expensive trails.

Clerk Hope stated that when projects became this expensive, Department of Natural Resources (DNR) trust fund grants would add an additional cost of \$800,000, but would only grant \$300,000. He further stated that TAP grants could add 25% or more to cost of a project, and that Delhi Township would need to receive in excess of \$1 million to break even.

Clerk Hope stated that Delhi Township staff knew all of this because the engineering firm they used had done it many times across the state. He further stated that seeking these grants would also add delays, and that for this project, he was not eager to go for those grants.

Clerk Hope stated that Delhi Township was building a park and other projects at the same time, and wanted to apply for grants toward those projects instead.

Chairperson Grebner asked how much money Delhi Township had put toward trails.

Clerk Hope stated that in last ten years, Delhi Township had spent \$7 million out of its general fund on trail projects, and that Delhi Township's yearly budget was only about \$10 million.

Chairperson Grebner asked how much of that money had been within the last four years.

Clerk Hope stated that he did not know, but that many new trails had been built within that period.

Chairperson Grebner stated that the Parks Commission had spent a lot of money, and that none of it counted as match funds.

Commissioner Tennis stated that he appreciated the explanation about other State level grants, and that it was the first he had heard about those issues. He further stated that he assumed the increased costs were because of environmental regulations, or material requirements.

Commissioner Tennis stated that until then, he did not understand why Delhi Township had been so unwilling to ask the State to fund something they seemed willing to fund.

Chairperson Grebner stated that the Human Services Committee voted to give \$1 million to Delhi Township, and was planning to fund the whole project one way or another. He further asked what the effect of funding at the full amount would be.

Commissioner Tennis stated that he was thinking that the \$1 million could be used as match money for other funding sources. He further stated that he had figured that amount would be sufficient to match the State dollars, and complete the project, but that at that time, he had not heard that adding State grants would add costs.

Chairperson Grebner stated that half of the cost of the project involved covering the drain on Cedar Street, and that once the DNR got involved, things would become complicated. He further stated that the trail itself was a small part of the cost.

Chairperson Grebner asked whether the trail ran between Cedar Street and Hogsback Road.

Clerk Hope stated that the trail did run between Cedar Street and Hogsback Road.

Matt Bennett, Parks Commission Chair, stated that this was the first he had heard that State grant funding added costs to the trail project.

Clerk Hope stated that the State being involved added costs for contractors, and created incredibly lengthy delays.

Commissioner Maiville stated that the Mason to Holt trail would go through Alaiedon Township, and possibly Vevay Township. He further asked who the champion for the project would be.

Chairperson Grebner stated that the City of Mason and George Hayhoe were, on the south end.

Clerk Hope, stated that there had been difficulties with the Holt to Mason project, and the Burchfield Trail project before that. He further stated that Delhi Township was not opposed to trying for a TAP grant, and that if it was granted a huge amount of money, it would be worthwhile.

Clerk Hope stated that the cost of project would increase every year.

Chairperson Grebner asked what the effect would be of the Board of Commissioners making a formal commitment to fund the entire Holt to Mason project.

Clerk Hope stated that it would depend on which years the funding was for, and the renewal of the Trails and Parks Millage. He further stated that if the project were funded in its entirety in 2020, it would be able to start.

Clerk Hope stated that the planning was done, and that staff could start working on the permits any day. He further stated that Delhi Township could start construction in the spring or summer of 2020 and have progress to show voters, or, if funded in 2019, could have the project done in 2020.

Commissioner Maiville asked whether Delhi Township would pursue TAP grants if it were given the \$1 million.

Mr. Morgan stated that grants were competitive, and that nothing was a sure thing. He further stated that the TAP process would take time.

Dan Troia, Ingham County Road Department Engineer, stated that the stretch of Cedar Street near the Holt to Mason trail path was slated for resurfacing in 2021. He further stated that there might be a big road project going on nearby at the same time.

Mr. Troia stated that there had been some discussion about taking rights of way from Hogsback Road and turning it into a trail.

Clerk Hope stated that that had been done during the Ram Trail project in previous years. He further stated that on that project, Delhi Township had worked with the Road Department.

Mr. Bennett stated that the Holt to Mason trail was a priority, and that the Parks Commission had not recommended it only because of a lack of match funds. He further stated that the Parks Commission had been instructed to try and leverage County money in order to get external funding.

Clerk Hope stated that Delhi Township staff had helped plan out much of the millage-related information. He further stated that now, the County was spreading out lots of money, but that it may be better to concentrate the money in each cycle, and rotate through different areas of the County.

Chairperson Grebner stated that he had been concerned about this since the millage was passed, and had started complaining in 2015. He further stated that during the previous year, he had been irate about how money was piling up unspent, but had been assured that spending it would leave negative balances.

Chairperson Grebner stated that as of today, there was \$12 million in unspent funds, and that the County would have \$15 million in unspent money by the end of the year. He further stated that he did not know how much more clearly he could have been right, and how much more wrong the department could have been.

Chairperson Grebner stated that unspent funds were the problem, and that there was no need to worry about running out. He further stated that maybe it was worth worrying about phasing the spending, or controlling how to spend it.

Chairperson Grebner stated that he was very pleased that the County Services Committee had funded almost everything that was proposed, but that now, the Board of Commissioners were at the point of hamstringing the Holt to Mason project. He further stated that he would like to allocate sufficient funds to Delhi Township, whenever they were needed.

Chairperson Grebner asked how much money was recovered from allocations as unspent or unspendable in 2015.

Mr. Morgan stated that nothing was allocated in 2015, and that applications were received in early 2016, with the first round of projects contracted in the summer. He further stated that for applications in the fall of 2016, contracts were made in the early winter of 2017.

Chairperson Grebner asked how much money was recovered from those projects.

Mr. Morgan stated that he did not know, but that twenty contracts from that period got extensions or renewals through the Board of Commissioners. He further stated that he was hopeful that those projects will be done during 2019.

Mr. Morgan stated that \$750,000 in projects would be reimbursed, and that only a couple of projects had been completed.

Chairperson Grebner stated that some projects had come in under budget, but that he believed no reallocation had occurred.

Jessy Gregg, Parks Commission Vice-Chair, stated that the City of Lansing and City of East Lansing had used excess funds to cover their overages. She further stated that overall, the projects were about \$500,000 over estimate.

Chairperson Grebner stated that there had not been any formal attempt to figure out what money from 2015-2018 would never be spent.

Mr. Morgan stated that a majority of projects were not finished, so it was difficult to know.

Chairperson Grebner stated that there would be \$15 million in the millage fund in April, and that the Board of Commissioners was doing a very poor job of determining when money would be drawn. He further stated that after five years of the millage, 80% of the money would still be in County hands.

Ms. Gregg stated that the Parks Commission had been very slow out of the gate. She further stated that they had asked communities to match, which extended things two more years.

Ms. Gregg stated that in 2019, she expected a huge amount of money to be spent. She further stated that grants and studies had come in, and things were finally starting to roll.

Chairperson Grebner stated that he did not blame the Parks Commission members. He further stated that it would be foolish to bet that anything less than \$8 million would be in the millage fund by January 1, 2020.

Ms. Gregg stated that the Parks Commission would be behind on things, and that they did not know that they could allocate from future funds until very recently. She further stated that for four years, it had not been part of the discussion.

Chairperson Grebner stated that if projects were late, or ran over or under, the Board of Commissioners would not hear about it until they needed money.

Ms. Gregg stated that the Parks Commission did not hear until then, either.

Chairperson Grebner stated that it was interesting to know that the 2019 allocation for Meridian Township would not be drawn until 2020.

Ms. Gregg stated that the Parks Commission made allocations in the near future because it wanted to make sure money was available at the earliest time possible.

Discussion.

Commissioner Tennis stated that in the movie 2001: A Space Odyssey, the computer HAL went crazy because it received conflicting orders, and that that was the fault of the people who programmed it, not HAL. He further stated that the Board of Commissioners had been giving conflicting orders.

Commissioner Tennis stated that he understood the frustration and anger, but would stop short of assigning blame to anyone but the Board of Commissioners. He further stated that the Parks Commission had done the best they could, based on what the Board of Commissioners had told them to do.

Commissioner Tennis stated that one of the ways to correct this would be to frontload a bit, and to start spending based on balance, not projected, unencumbered balance. He further stated that Delhi Township had done a ton for the trails in the County, more than any other municipality except perhaps Meridian Township.

Commissioner Tennis stated that he would be comfortable funding \$3.8 million, which would leave the County in the neighborhood of a \$4-5 million fund balance. He further stated that he

was not opposed to looking at making a commitment to Delhi Township, Mason, and other townships.

Commissioner Tennis stated that he was still torn on whether to seek State match funds. He further stated that the Parks Commission said seeking match funds was a top priority.

Commissioner Tennis stated that connecting different parts of the County was how the millage was sold, and the Holt to Mason project was a big part.

Commissioner Polsdofer stated that he would be amenable to spending some money in 2019 rather than 2020. He further stated that it was clear from talking to business groups, the Lansing Economic Area Project (LEAP) and other groups that the recreational and connectivity elements of the millage projects were a big part of the appeal.

Commissioner Polsdofer stated that it all seemed to be part of a bigger goal of making Ingham County a connected community. He further stated that in a few weeks, a rep from LEAP would be in China looking to recruit an agriculture firm to mid-Michigan.

Commissioner Polsdofer stated that the Board of Commissioners needed to do what it could to connect nearby communities into the bigger picture. He further stated that he would be amenable to move funding up into 2019.

Commissioner Maiville asked whether the \$1 million for Delhi Township should be designated as match money for a TAP grant, or should just be given to Delhi Township without condition.

Chairperson Grebner stated that Delhi Township should see if there was TAP money available, and do its best to apply for it.

Clerk Hope stated that Delhi Township could do that. He further stated that the Board of Commissioners should keep in mind that, depending on what they awarded, Delhi Township might not be very happy with that.

Clerk Hope stated that he was not sure what the timeframe was for applying for TAP, and that even if the Board of Commissioners showed a commitment for the future, the price might be a bit higher due to increased costs.

Commissioner Schafer asked whether the Board of Commissioners considered the level of usage of a trail as a factor.

Ms. Gregg stated that it was difficult to put a quantity on use, because use would be lower in outcounty areas, and that connectivity was the emphasis, not the number of users on each segment. She further stated that a lower level of use did not mean that the trail segment was less valuable.

Chairperson Grebner stated that the Board of Commissioners should know how many people are using each segment of trail, and that it was a separate question how much weight to give that factor.

Commissioner Schafer stated that connectivity did not seem as important as usage. He further stated that he saw trails along the freeway on his usual drive, and rarely saw anyone on them.

Commissioner Schafer stated that the Board of Commissioners should focus on high-use areas, not connectivity.

Ms. Gregg stated that all of the prioritization was based on survey results, and that the Dart Trail portion of the Holt to Mason trail would be commuter trail.

Chairperson Grebner stated that he would like to collect usage information for all different methods of travel, and compile an estimate of the level of usage that there was or will be.

Ms. Gregg stated that the communities involved would be in the best place to collect that information, and that perhaps it could be added to the application process.

Chairperson Grebner stated that the process needed to be centralized, not spun off to fifteen different communities.

Mr. Morgan stated that some communities had used MSU to do use studies, and that the university region through MDOT had done interesting work using people counters and car counters.

Mr. Morgan stated that he could look into what it would cost to get some idea of usage.

Discussion.

Chairperson Grebner stated that there was a need to assess current usage and estimate the usage of new trails. He further stated that he proposed two rules; the first being that cash balance in the millage fund should never be less than \$1 million, but also never more than \$6 million on hand; and the second being the Parks Commission should allocate two years in advance, and should be thinking about 2022 now.

Ms. Gregg stated that the Parks Commission had felt bound by the expiration of the millage, and would be happy to make a long term plan. She further stated that if the Board of Commissioners wanted to go forward, it would need to either commit the money and risk the County having a bill, or use the money for match funds.

Chairperson Grebner stated that the Parks Commission ought to allocate two years out, and that if it did that, there would always be unallocated money in the bank, because the process takes a long time.

Ms. Gregg stated that she would like to look ahead two years, but had had issues where the Parks Commission needed more money.

Chairperson Grebner stated that the County Attorney probably would not let the County make promises of money that it did not have. He further stated that he would be interested in having the resolution include a clause stated that the Board of Commissioners expressed its intention to allocate sufficient funds in future years to ensure the completion of the Delhi-to-Mason trail.

MOVED BY COMM. CRENSHAW, SUPPORTED BY COMM. MAIVILLE, TO AMEND THE RESOLUTION AS FOLLOWS:

BE IT FURTHER RESOLVED, that the Board of Commissioners expresses its intention to allocate sufficient funds in future years to ensure the completion of the Delhi-to-Mason trail.

Commissioner Schafer stated that he would vote no on the amendment. He further stated that there was a real mishmash of things going on, and that the Board of Commissioners needed to sort things out and organize.

THE MOTION TO AMEND THE RESOLULTION CARRIED. **Yeas:** Crenshaw, Grebner, Maiville, Polsdofer, Tennis. **Nays:** Schafer. **Absent:** Morgan.

Chairperson Grebner stated that the Parks Commission was concerned about projects in East Lansing. He further stated that he had traveled out to one of them, and that there was a 20-foot ravine between the trail and a nearby apartment complex.

Chairperson Grebner stated that the trail was very nice, but not terribly usable.

Ms. Gregg stated that it was the intention of the Parks Commission to put money toward the most connective projects. She further stated that they would be happy to fund all of the projects if they could.

Commissioner Maiville stated that the Aurelius Township project was a parks project more than a trails project, and that was why it got cut.

Ms. Gregg stated that if the Parks Commission used millage funds to build a playground, they would get every other municipality asking for the same. She further stated that the Parks Commission had focused the funding on trails.

Commissioner Maiville stated that it would be better to let some of this money go out to rural townships without strings attached.

Commissioner Tennis stated that he was to blame for that. He further stated that as the chair of the Human Services Committee, he had asked whether any projects did not fit the theme of the millage, and it had appeared that the Aurelius Township project did not.

Discussion.

Chairperson Grebner asked whether the Board of Commissioners was holding up progress by doing what it was doing. He further asked whether allocating \$1 million now, with an amendment to the resolution, would allow Delhi Township to move forward.

Clerk Hope stated that if Delhi Township felt there was a commitment, it could move forward. He further stated that TAP grants could take three years or more, and that there were other projects lined up for that money as well.

Mr. Morgan stated that it would be good to bring in the Road Department to create an economy of scale.

Mr. Troia stated that the Road Department would be happy to partner with Delhi Township, especially if it could start now.

Chairperson Grebner stated that he was glad to have a thorough discussion, because there was \$10-15 million at stake.

THE MOTION TO APPROVE THE RESOLUTION, AS AMENDED, CARRIED UNANIMOUSLY. Absent: Commissioner Morgan.

Announcements

Chairperson Grebner displayed various signs, and stated that they were made of all sorts of materials. He further stated that these signs cost a lot less than \$10,000.

Commissioner Schafer thanked Chairperson Grebner, and stated that his passion in delving into issues was important. He further stated that the Finance Committee would not have gotten this far without doing so, and that in the end he felt more comfortable about things.

Discussion.

Commissioner Tennis stated that he would not be attending the Board of Commissioners meeting on February 12, 2019. He further stated that he had attempted to advise the Committee that he would be late to the present meeting, but that he had contacted Commissioner Morgan, who was absent.

Public Comment

None.

Adjournment

The meeting was adjourned at 7:38 p.m.

FEBRUARY 20, 2019 FINANCE AGENDA STAFF REVIEW SUMMARY

RESOLUTION ACTION ITEMS:

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

1a. <u>Sheriff's Office</u> – Resolution Authorizing Entry into a Training Services Agreement with Bouck Corporation DBA MACNLOW Associates on Behalf of the Sheriff's Office and 911 Central Dispatch

This resolution will authorize entering into an agreement for training services with MACNLOW Associates on behalf of the Sheriff's Office and 9-1-1 Central Dispatch, for a one-year term of January 1, 2019 through December 31, 2019, at a total cost not to exceed \$33,000. Current Undersheriff Andrew Bouck is a 50% owner in MACNLOW Associates, creating a conflict of interest. In order to avoid this conflict of interest, Undersheriff Bouck may not directly or indirectly engage in any form of solicitation or negotiation of any proposed contract between the County and MACNLOW Associates. MACNLOW Associates has certified that Undersheriff Bouck has provided no information to MACNLOW Associates nor provided any services relating to the solicitation or negotiation of the proposed contract. Undersheriff Bouck may not perform any services on behalf of MACNLOW Associates under the proposed contract.

See memo for details.

1b. <u>Sheriff's Office</u> – Resolution to Authorize Contracts with Identified Service Providers as Authorized by the Justice Millage

This resolution will authorize entering into contracts with the Wellness Inx and Deb Hart Body Connection Yoga as approved by Resolution 18-497, increasing treatment programming as authorized by the Justice Millage.

Sending out Requests for Proposals is anticipated toward the end of the contract period. It is requested, however, that the Sheriff's Office proceed with these providers now because of their established relationship with the County as qualified and established vendors.

One contract will be with Wellness, Inx for an amount not to exceed \$62,800 for the period of March 1, 2019 through December 31, 2019. Services provided will be for programming related to Breakout and Seeking Safety curriculum.

A second contract will be with Deb Hart Body Connection Yoga for an amount not to exceed \$10,400 for the period of March 1, 2019 through December 31, 2019. This contract will provide Trauma Sensitive Yoga programming.

See memo for details.

2. Treasurer's Office – *Resolution to Set Policy for Certain Delinquent Tax Payments*

Section 211.59(3) of the General Property Tax Act states that "For taxes levied after December 31, 1998, a county board of commissioners, by resolution, may provide all of the following for taxes paid before May 1 in the first year of delinquency for the homestead property of a senior citizen, paraplegic, hemiplegic, quadriplegic, eligible serviceman, eligible veteran, eligible widow, totally and permanently disabled person, or blind person, as those persons are defined in chapter 9 of the income tax act of 1967, 1967 PA 281, MCL 206.501 to 206.532, if a claim is made before February 15 for the credit provided by chapter 9 of the income tax act of 1967, 1967 PA 281, MCL 206.501 to 206.532, if that claimant presents a copy of the form filed for that credit to the county treasurer, and if that claimant has not received the credit before March 1:

- (a) Any interest, fee or penalty in excess of the interest, fee, or penalty that would have been added if the tax had been paid before February 15 is waived.
- (b) Interest paid under subsection (1) or section 89(1)(a) is waived unless the interest is pledged to the repayment of delinquent tax revolving fund notes or payable to the county delinquent tax revolving fund, in which case the interest shall be refunded from the general fund of the county.
- (c) The county property tax administration fee is waived"

The Treasurer recommends approval of a resolution to authorize use of Section 211.59(3) for 2019 and 2020.

3a. <u>Prosecutor's Office</u> – Resolution to Authorize an Amended Memorandum of Understanding Between the Ingham County Prosecutor's Office and the Department of the Attorney General and a Sub Contract Between the Ingham County Prosecutor's Office and End Violent Encounters (EVE)

This resolution will authorize the Prosecutor's Office to enter into a Memorandum of Understanding with the Department of the Attorney General's Office and to enter into a Sub-contract with End Violent Encounters (EVE). The advocate will be paid an hourly rate of \$13.00 not to exceed twenty hours per week and travel reimbursement not to exceed \$5,000 for this contract. The contract is for the time period January 1 through December 31, 2019.

See memo for details.

3b. <u>Prosecuting Attorney</u> – Resolution to Accept an Amendment to the Agreement between the Michigan Department of Health and Human Services and the Ingham County Prosecutor's Office Crime Victim Rights Grant

This resolution will approve an amendment to a grant agreement between the Crime Victim Rights Services Act, Crime Victim Rights Grant (CVR) administered by the Michigan Department of Health and Human Services (MDHHS) and the Prosecutor's Office. The original grant award was in the amount of \$249,325. On January 23, 2019 the MDHHS proposed an amendment to the agreement increasing the award amount by \$83,150, to a new total of \$332,475. The increased amount of \$83,150.00 would be for other program expenses. This grant is for the time period of October 1, 2018 through September 30, 2019. The 2019 county budget allocates \$73,805 from the general fund to cover the shortfall which results from the unit's \$323,130.00 total cost. The proposed amendment would make the unit fully grant funded.

See memo for details.

4a. <u>Facilities Department</u> – Resolution to Authorize an Agreement with Cusack's Masonry Restoration, Inc. for the Building Tuck Pointing at the Ingham County Youth Center

This resolution will authorize entering into an agreement with Cusack's Masonry Restoration Inc., for the improvements to the exterior at the Ingham County Youth Center for an amount not to exceed \$62,935, which includes a \$10,000 contingency. The project is necessary as the Youth Center's exterior is deteriorating and improvements will prevent further deterioration and water damage. Cusack's Masonry Restoration Inc. submitted the lowest responsive and responsible bid for tuck pointing services. Funding for the project is included in the capital budget.

See memo for details.

4b. <u>Facilities Department</u> – Resolution to Authorize an Agreement with HPS for the Purchase of Three Ovens for the Ingham County Jail

This resolution will authorize entering into an agreement with HPS for the purchase of Blodgett Combi Ovens for the Ingham County Jail for an amount not to exceed \$139,071.12, which includes a \$5,000 contingency. There are three twenty year old ovens at the Jail that are failing and are in constant need of repair. HPS submitted a proposal for three Blodgett Combi Ovens with the prison package, steaming option and a reverse osmosis water filtration system for \$134,071.12 which includes installation and a one year parts and labor warranty. Funding for the project is included in the capital budget.

See memo for details.

4c. <u>Facilities Department</u> – Resolution to Authorize an Agreement with A&B Equipment & Sons, Inc. for the Purchase of Three Washers for the Ingham County Jail

This resolution will authorize entering into an agreement with A&B Equipment & Sons, Inc., for the purchase of three washers for the Ingham County Jail for an amount of \$37,998.00. The three washing machines at the Jail are beginning to fail and are in constant need of repair. These washers are used to wash inmate's laundry and must remain operable at all times for sanitary reasons. Parts for the units are expensive and difficult to obtain. A&B Equipment submitted a proposal for three commercial washing machines with the prison package for \$37,998.00 which is 28% off the list price and includes a one year manufacturer's warranty. Funding for the project is included in the capital budget.

See memo for details.

4d. <u>Facilities Department</u> – Resolution to Authorize an Agreement with Trane U.S. Inc. for the Overhaul of the Chillers at the Ingham County Jail

This resolution will authorize entering into an agreement with Trane U.S. Inc., for the overhaul of the chillers at the Ingham County Jail for an amount not to exceed \$211,500, which includes a \$20,000 contingency. The chillers at the Jail are more than 24 years old and have outlived their useful life. Trane offers a unique overhaul on their units which costs significantly less than replacing them. The quoted cost includes a five year service plan. Funding for the project is included in the capital budget.

See memo for details.

Special Transportation Millage -Resolution Authorizing the Fourth Amendment to the Agreement with the Capital Area Transportation Authority Dated January 1, 2016 through December 31, 2020

This resolution authorizes the fourth amendment to the agreement with the Capital Area Transportation Authority (CATA) for the time period of January 1, 2016 through December 31, 2020; specifically the scope of services which will be effective from October 1, 2018 through September 30, 2019. For the period October 1, 2018 through September 30, 2019 the County will reimburse CATA as set forth in the attached Scope of Services. The amount to be reimbursed will not exceed the amount of millage funds available. A maximum of \$3,544,944 will be used to pay the actual expenses of operating, administrating and marketing Spec-Tran. A maximum of \$663,675 of the funds will be used to pay for the actual expenses of operating, administering and marketing CATA Rural Services. The amount of \$131,568 will be retained by the County for the operation of a vehicle used to transport area veterans to VA Hospitals in the region in the County's 2019 Fiscal Year. This resolution was tabled at the July 16, 2018 Human Services Committee meeting.

6a. Road Department – Resolution to Authorize a Professional Services Contract with Spicer Group, Inc. for the 2019 and 2020 Biennial Bridge Inspection Program

The Road Department is required by federal law to inspect all aspects of its bridges every two years and report the results to the Michigan State Department of Transportation (MDOT). Only those structures that span 20 feet or more are considered bridges, and there are 67 structures that fit that description within Ingham County. The Road Department seeks authorization to enter into a contract with Spicer Group for professional services associated with the biennial bridge inspection program and other as-needed services at a cost not to exceed \$15,890.

6b. Road Department – Resolution to Approve a Second Party Agreement between the Michigan Department of Transportation and the Ingham County Road Department in Relation to State Funded Bridge Projects Located at Howell Road Bridge over Doan Creek, Olds Road Bridge over Perry Creek, and Olds Road Bridge over Huntoon Lake Extension Drain

The Road Department has received Local Bridge Program funding to perform bridge rehabilitation work on the Howell Road Bridge over Doan Creek and bridge replacements for the Olds Road Bridge over Perry Creek and the Olds Road Bridge over Huntoon Lake Extension Drain. These three projects will be packaged together as a single construction contract. The rehabilitation project involves a superstructure replacement, which will replace all bridge elements above the existing bridge abutments. The two Olds Road bridges will be removed and replaced with concrete box structures. The estimated costs for the project is \$1,005,300.

7a. <u>Human Resources Department</u> – Resolution to Approve Generic Service Credit Purchase for County Employee

On April 9, 2002 the Board of Commissioners approved Resolution 02-101 to allow employees to purchase generic service credit under the Municipal Employees' Retirement System (MERS). The Resolution further provides that the cost for generic service "must be totally borne by the employee." The Human Resources Department seeks approval of a resolution to allow an employee to purchase four years' of generic services from MERS consistent with provisions of Resolution 02-101.

7b. <u>Human Resources Department</u> – Resolution Establishing Authorized Signatories for MERS Contracts and Service Credit Purchase Approvals

MERS requires the governing body of its members to determine an authorized representative to act as signatory for all MERS Plan Documents and other contracts. Consistent with standing County policy, the Human Resources Department has proposed a resolution to name the Board Chair as signatory for all MERS Plan Documents and contracts related to Ingham County.

8. <u>911 Central Dispatch Center</u> – Resolution to Authorize Contracts for Tower Studies Necessary for the Replacement of the Ingham County Public Safety Radio System

This resolution authorizes the expenditure of up to \$70,000.00 for structural loading studies for the towers, through various vendors, to determine if they are viable for use in the new Ingham County Public Safety Radio System. The Ingham County Board of Commissioners (Resolution #18-551) approved a contract with Televate to act as project manager for implementation of this new radio system.

TO: Board of Commissioners Law and Courts and Finance Committees

FROM: Sheriff Scott Wriggelsworth

DATE: January 11, 2019

SUBJECT: Agreement with MACNLOW Associates

BACKGROUND

MACNLOW Associates has provided training for Ingham County Sheriff's Office and 911 Center personnel for more than twenty (20) years. Current Undersheriff Andrew Bouck is a 50% owner in MACNLOW Associates, thus creating a conflict of interest. Ingham County is desirous to continue this partnership in 2019, even with the minor conflict of interest.

ALTERNATIVES

Although there are other options for similar training for the Sheriff's Office and the 911 Center, maintaining this contract is in the best interest of the county as a whole to best serve its residents.

FINANCIAL IMPACT

Although Undersheriff Bouck would have a small personal pecuniary interest in this contract, the negative financial impact to the county if we discontinued this contract would be sizable. More expensive training, more travel and overnight stays of personnel, as well as no free training seats for hosting MACNLOW courses here at the Sheriff's Office. This would significantly affect the number of training opportunities for Ingham County employees.

OTHER CONSIDERATIONS

In order to avoid a conflict of interest, Undersheriff Bouck may not directly or indirectly engage in any form of solicitation or negotiation of any proposed contract between the County and MACNLOW Associates. MACNLOW Associates has certified that Undersheriff Bouck has provided no information to MACNLOW Associates nor provided any services relating to the solicitation or negotiation of the proposed contract. Undersheriff Bouck may not perform any services on behalf of MACNLOW Associates under the proposed contract.

RECOMMENDATION

Based on the above information, it is requested that the County of Ingham support the resolution to continue the contract with MACNLOW Associates, not to exceed \$33,000. \$8,000 for the Sheriff's Office training and \$25,000 for the 911 Center training in 2018.

Please note, in 2018 only \$9,967.00 was billed for training by MACNLOW to Ingham County, \$5,592.00 for dispatch training, and \$4,375.00 for ICSO law enforcement and corrections training. This is well below the \$33,000 not to exceed limit.

MACNLOW Associates 2019 Course Offerings

Course Name	Length (hrs)	Cost/Person	Approvals*
911 Dispatch Liability	8	\$275	SNC
Achieving Supervisory Excellence	24	\$375	SNC
Active Shooter Incidents for Dispatch	8	\$275	SNC
Advanced 40-Hour Dispatch School	40	\$699	SNC
Advanced Supervision	24	\$375	SNC, MCOLES
Basic 40-Hour Dispatch School	40	\$699	SNC, MCOLES
Coaching for High Quality Work Performance	8	\$275	SNC, MCOLES
Communications Training Officer (CTO Program)	24	\$450	SNC
Corrections Supervision	24	\$375	MSCTC
Courtroom Testimony for Law Enforcement & Corrections	8	\$275	MCOLES
Critical Supervisory Issues	16	\$335	MCOLES
Cultural Competencies & Understanding Implicit Bias	8	\$275	MCOLES
Cybercrime and the Dispatch Center	8	\$275	SNC
Handling Domestic Violence Calls	8	\$275	SNC
Helping the Child and Special Needs Callers to 911	8	\$275	SNC
Homeland Security for the Telecommunicator	8	\$275	SNC
Inmate Classification	8	\$195-275	MSCTC
Investigation of Child Sexual Assault	8	\$275	MCOLES
Lawful Authority, Career Survival and Use of Force	8	\$275	MCOLES
Leading, Supervising & Working with Generations XYZ	40	\$699	SNC, MCOLES
Managing Interpersonal Interactions Series	40	\$699	MCOLES
Managing the Mental Health Crisis	16	\$350	MCOLES
Media Relations	24	\$375	MCOLES
Police Supervision	8	\$275	MCOLES
Policing with Pride & Integrity	8	\$275	MCOLES
Procedural Justice	8	\$275	MCOLES
Stress Management	8	\$275	SNC, MCOLES
Suicide Calls: Helping the Caller & the Telecommunicator	8	\$275	SNC
Time Management	8	\$275	SNC, MCOLES
Verbal De-Escalation	8	\$275	MCOLES

^{*}Approvals

SNC = State Nine-One-One (911) Committee approved for training funds

MCOLES = Michigan Commission on Law Enforcement Standards approved for 302 funds

MSCTC = Michigan Sheriff's Coordinating Training Council (no funding)



PUBLIC SAFETY TRAINING AND CONSULTING

Law Enforcement · Dispatch Fire · Courts · Corrections

January 10, 2019

Bryan Crenshaw, Chairperson Ingham County Board of Commissioners

Scott Wriggelsworth Ingham County Sheriff

Re: Non-Solicitation Certification

Dear Chairperson Crenshaw and Sheriff Wriggelsworth:

As you know, MACNLOW Associates wishes to renew our training services agreement with certain departments of Ingham County. Please be advised that Andrew Bouck is 50% shareholder of MACNLOW Associates. Mr. Bouck also serves as an employee of Ingham County in his capacity as Undersheriff of the Sheriff's Department.

This letter will confirm that Andrew Bouck has not directly or indirectly solicited Ingham County to offer MACNLOW Associates services. Furthermore, Andrew Bouck has had no role in any negotiations between Ingham County and MACNLOW Associates. All contacts, communications or solicitations with Ingham County by MACNLOW Associates have been conducted by the undersigned, as its President. Furthermore, Andrew Bouck will not participate on behalf of MACNLOW Associates in any training provided to Ingham County employees.

At no time in the future will Andrew Bouck directly or indirectly solicit Ingham County for services, so long as he remains an employee of Ingham County. Likewise, he will have no role in any future negotiations between Ingham County and MACNLOW Associates an employee of Ingham County. In addition, Andrew Bouck's name will not appear on any solicitation or negotiation documents submitted on behalf of MACNLOW Associates to Ingham County. Finally, Andrew Bouck, while an employee of Ingham County, will not participate on behalf of MACNLOW Associates in any future training provided to Ingham County employees.

Thank you for your consideration. Please do not hesitate to contact me should I be able to provide further information in this regard.

Very truly yours,

MACNLOW Associates

Kristen Kemp
President

11609 Stone Bluff Drive · Grand Ledge, MI 48837 · 517.925.1434 · info@macnlow.com www.MACNLOW.com · facebook.com/MACNLOW · @macnlow



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A TRAINING SERVICES AGREEMENT WITH BOUCK CORPORATION DBA MACNLOW ASSOCIATES ON BEHALF OF THE SHERIFF'S OFFICE AND 911 CENTRAL DISPATCH

WHEREAS, County employees in the Sheriff's Office and 911 Central Dispatch require training each year in a number of topics; and

WHEREAS, Bouck Corporation d/b/a MACNLOW Associates is in the business of providing the training required by employees of the Sheriff's Office and 911 Central Dispatch; and

WHEREAS, MACNLOW Associates has provided training for Ingham County personnel for more than twenty (20) years; and

WHEREAS, the County is desirous of contracting with MACNLOW Associates to provide training services for the Sheriff's Office and 911 Central Dispatch for the 2019 calendar year; and

WHEREAS, Undersheriff Andrew Bouck is a 50% co-owner of MACNLOW Associates, and would receive a pecuniary benefit from the County's entry into a contract with MACNLOW Associates; and

WHEREAS, Undersheriff Bouck has a conflict of interest with respect to the proposed contract with MACNLOW Associates, which conflict may be avoided by compliance with the requirements of the Contracts of Public Servants with Public Entities Act, MCL 15.321 *et seq.*; and

WHEREAS, in order to avoid a conflict of interest, Undersheriff Bouck may not directly or indirectly engage in any form of solicitation or negotiation of any proposed contract between the County and MACNLOW Associates; and

WHEREAS, Undersheriff Bouck has disclosed his pecuniary interest in the proposed contract in writing to the Sheriff and County Board of Commissioners, which disclosure was placed on file with the County Clerk at least seven days in advance of the County Board's vote on the proposed contract; and

WHEREAS, Undersheriff Bouck has disclosed his pecuniary interest in the proposed contract in person at a public meeting of the County Board at least seven days in advance of the County Board's vote on the proposed contract; and

WHEREAS, the substance of Undersheriff Bouck's disclosures and an acknowledgment of the County Board's receipt of those disclosures were placed in the County Board's meeting agenda and minutes; and

WHEREAS, MACNLOW Associates has certified that Undersheriff Bouck has provided no information to MACNLOW Associates nor provided any services relating to the solicitation or negotiation of the proposed contract; and

WHEREAS, Undersheriff Bouck may not perform any services on behalf of MACNLOW Associates under the proposed contract; and

WHEREAS, pursuant to MCL 15.323(2)(b), approval and authorization of the County's entry into the proposed contract requires a 2/3 majority vote of the full membership of the Board of Commissioners.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entry into a Training Services Agreement with MACNLOW Associates on behalf of the Sheriff's Office and 911 Central Dispatch, for a one-year term of January 1, 2019 through December 31, 2019, at a total cost not to exceed \$33,000.

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

TO: Law & Courts Committee

Finance Committee

FROM: Darin J. Southworth, Major – Correctional Administrator

DATE: January 17, 2019

RE: Forming Agreements with Identified Millage Program Service Providers

This resolution requests permission for the Ingham County Sheriff's Office to enter into contracts with the identified entities, to be compensated for services provided, as approved by the 2018 Justice Complex Millage.

Sending out Requests For Proposals is anticipated toward the end of the suggested contract period, however, we wish to proceed with these providers now because of their established relationship with the County as qualified and established vendors. The County approved funding mid-2018 to pay for services rendered by Wellness Inx to avoid discontinuation of "Breakout" programming services. In addition, we do not anticipate many, if any, other entities that would have the qualifications, in the short term to bid or provide Breakout and Seeking Safety curriculum. Like argument can be made for timely launch of Trauma Sensitive Yoga because of established vendor relationship and demonstrated credibility from Deb Hart Body Connection Yoga.

Board approval will be necessary to prepare contracts defining the scope of work and compensation terms for program millage funding.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE CONTRACTS WITH IDENTIFIED SERVICE PROVIDERS AS AUTHORIZED BY THE JUSTICE MILLAGE

WHEREAS, on August 7, 2018 the electorate of Ingham County approved the Justice Millage; and

WHEREAS, the millage language authorized funding for "programming for the treatment of substance addictions, treatment of mental illness, and reduction of re-incarceration among arrested persons"; and

WHEREAS, on November 27, 2018 the Board of Commissioners adopted a Resolution 18-497 that included \$99,000 to fund several Ingham County Sheriff's Office coordinated programs that include, Break Out/Moral Recognition Therapy, Trauma Centered Yoga, and Seeking Safety (Attachment #1); and

WHEREAS, specific vendors have been identified as having the requisite qualifications to provide approved programs and have done so for the jail population previously; and

WHEREAS, the following providers are established County vendors:

Seeking Safety and Break Out/MRT provided by **Wellness, Inx. Dr. Debra Smith**: <u>debsmith@wellnessinx.com</u>, (517)-272-0520 County vendor # 01533765.

Trauma Centered Yoga provided by **Deb Hart Body Connection Yoga**, **Deb Hartnagle**: debhart9@gmail.com, (517)-980-0334

County vendor # 40495;

WHEREAS, these vendors are prepared to resume service to the County immediately.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes Corporate Counsel to proceed with agreements between the identified vendors and the County.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes a contract not to exceed \$62,800 with Wellness, Inx for services as described in Attachment #1 for the period of March 1, 2019 through December 31, 2019.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes a contract not to exceed \$10,400 with Deb Hart Body Connection Yoga for services as described in Attachment #1 for the period of March 1, 2019 through December 31, 2019.

BE IT FURTHER RESOLVED, that funds for these contracts will come from the Justice Millage.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary adjustments to the 2019 budget and position allocation list.

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

Ingham County Jail Education Programming

SEEKING SAFETY **Program price: \$20,800.00**

The Seeking Safety program is an evidenced-based present-focused counseling model to help people attain safety from trauma and/or substance abuse. The program will serve both male and female inmates, providing two sessions per gender per week at a rate of \$200 per session.

TRAUMA CENTERED YOGA

Program price: \$10,400.00 Trauma Centered Yoga is a very specific protocol of evidence based treatment designed for people who have experienced 'complex trauma/PTSD', and has been found to be useful as an adjunct to Cognitive Behavioral Therapy (Seeking Safety). The program will serve both male and female inmates, providing one session per gender per week at a rate of \$200 per session.

BREAK OUT Program price: \$42,000.00

This program is based on Moral Recognition Therapy (MRT) which is a form of cognitive-behavioral programing that focuses on recovery from substance misusing, abusing and dependent behaviors, identifying thinking errors that led to criminogenic thinking and identify goals to achieve once released. The program will serve both male and female inmates, providing two sessions per gender per week at a rate of \$200 per session.

RESTORATIVE JUSTICE

Program price: \$20,800.00 The Restorative Justice Program offers inmates an opportunity to take accountability and repair the harm done by their crimes, while teaching mediation, conflict resolution, and problem solving. The program will serve both male and female inmates, providing one session per gender per week at a rate of \$200 per session.

INMATE INITIATIVES

PROGRAM PRICE: \$2000.00 The Inmate Garden Initiative: There is strong evidence pointing to the importance of education in reducing recidivism. In addition to the classroom programs offered at the Ingham County Jail, education will be taking place outside by way of a vegetable garden. Inmates will be taught new skills such as how to use garden tools, prepare land, plant seeds and plants, and read planting information. There are items that need to be purchased yearly in order to sustain the garden such as seeds, plants and garden tools.

INMATE INITIATIVES

PROGRAM PRICE: \$3000.00 Educational DVD's: These DVD's would assist inmates in increasing their chances of making a successful transition to the community, overcoming barriers to employment and building their motivation and self-esteem.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO SET POLICY FOR CERTAIN DELINQUENT TAX PAYMENTS

WHEREAS, the General Property Tax Act (act 206 of 1893) governs procedures for the collection of delinquent property taxes; and

WHEREAS, the treasurer is presenting this resolution in continuance of prior policy of the county; and

WHEREAS, the fiscal impact is minimal; and

WHEREAS, at Section 211.59 (3) it specifically states that 'For taxes levied after December 31, 1998, a county board of commissioners, by resolution, may provide all of the following for taxes paid before May 1 in the first year of delinquency for the homestead property of a senior citizen, paraplegic, hemiplegic, quadriplegic, eligible serviceman, eligible veteran, eligible widow, totally and permanently disabled person, or blind person, as those persons are defined in chapter 9 of the income tax act of 1967, 1967 PA 281, MCL 206.501 to 206.532, if a claim is made before February 15 for the credit provided by chapter 9 of the income tax act of 1967, 1967 PA 281, MCL 206.501 to 206.532, if that claimant presents a copy of the form filed for that credit to the county treasurer, and if that claimant has not received the credit before March 1:

- (a) Any interest, fee or penalty in excess of the interest, fee, or penalty that would have been added if the tax had been paid before February 15 is waived.
- (b) Interest paid under subsection (1) or section 89(1)(a) is waived unless the interest is pledged to the repayment of delinquent tax revolving fund notes or payable to the county delinquent tax revolving fund, in which case the interest shall be refunded from the general fund of the county.
- (c) The county property tax administration fee is waived; and

WHEREAS, the utilization of Section 211.59(3), is in the public interest.

THEREFORE BE IT RESOLVED, that the county treasurer is authorized to use the provisions of Section 211.59(3) for 2019 and 2020.

BE IT FURTHER RESOLVED, that a copy of this resolution shall be forwarded to all local taxing authorities in Ingham County.

TO: Board of Commissioners Law & Courts and Finance Committees

FROM: Mike Cheltenham, Chief Assistant Prosecuting Attorney

DATE: February 6, 2019

SUBJECT: Resolution to Authorize an Amended Memorandum of Understanding between the Ingham

County Prosecutor's Office and the Department of the Attorney General and a Sub Contract with

End Violent Encounters (EVE)

BACKGROUND

The Department of the Michigan Attorney General provides funds to assist local prosecutors with investigation, prosecution, and notification of victims for cases arising out of the statewide Sexual Assault Kit Initiative (SAKI). ICPO has received funding and employs one assistant prosecutor focused on unresolved SAKI cases. Our office has also partnered with End Violent Encounters (EVE) to provide advocacy services for victims of sexual assault arising out of SAKI generated cases. The purpose of this resolution is to continue contracting with EVE for advocacy services.

ALTERNATIVES

Our office receives an annual grant through Michigan Department of Health and Human Services Crime Victim Rights Grant which provides for four (4) full time advocates for crime victims. However, those grant funded positions are for direct victim services. Services provided by EVE address direct victim needs but also address issues that fall outside of our grant funded positions. For example, EVE provides a sexual assault survivor support group which meets weekly to discuss trauma issues, coping skills, building trust and self-esteem, and other group member interests.

FINANCIAL IMPACT

There is no financial impact since the Department of the Attorney General will provide re-imbursement to the county for services provided by EVE.

OTHER CONSIDERATIONS

The subcontract is for an hourly rate of \$13.00 for services not to exceed twenty (20) hours per week. There is also provision for travel re-imbursement not to exceed \$5,000.00 for the term of the subcontract.

RECOMMENDATION

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

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AMENDED MEMORANDUM OF UNDERSTANDING BETWEEN THE INGHAM COUNTY PROSECUTOR'S OFFICE AND THE DEPARTMENT OF THE ATTORNEY GENERAL AND A SUB CONTRACT BETWEEN THE INGHAM COUNTY PROSECUTOR'S OFFICE AND END VIOLENT ENCOUNTERS (EVE)

WHEREAS, there are 126 untested sexual assault kits in Ingham County that have been sent to the Michigan State Crime Lab for testing; and

WHEREAS, the Department of the Attorney General has indicated that they have funds to assist local prosecutors with investigations and prosecutions and victim notification of viable cases arising from the testing of previously untested sexual assault kits; and

WHEREAS, the Attorney General would designate an attorney as a Special Assistant Attorney General to review these investigations and determine the viability of the prosecutions of these untested sexual assault kits; and

WHEREAS, the Special Assistant Attorney General will be paid by funds from the Attorney General's office including but not limited to salary, computers, phones, training, mileage, and any other funds approved by the Department of the Attorney General. All expenses excluding salary will be processed by Ingham County but will be paid for by the Department of the Attorney General's office.

THEREFORE BE IT RESOLVED, that the Ingham County Prosecutor's Office is authorized to enter into a sub contract with End Violent Encounters (EVE) to provide advocacy services for sexual assault victims. The advocate will be paid an hourly rate of \$13.00 (Thirteen U.S. Dollars and 00/100) not to exceed 20 (twenty) hours per week; travel re-imbursement not to exceed \$5,000.00 (Five Thousand U.S. Dollars and 00/100) for this contract.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners hereby authorizes the Ingham County Prosecutor's Office to enter into a Memorandum of Understanding with the Department of the Attorney General's Office consistent with this resolution and authorizes the Ingham County Prosecutor's Office to enter into a Sub-contract with End Violent Encounters (EVE) for the time period of January 1, 2019 through December 31, 2019.

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.

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

TO: Board of Commissioners Law & Courts and Finance Committees

FROM: Mike Cheltenham, Chief Assistant Prosecuting Attorney

DATE: February 5, 2019

SUBJECT: Resolution to Accept an Amendment to the Agreement between the Michigan Department of

Health and Human Services and the Ingham County Prosecutors Office Crime Victim Rights

Grant

BACKGROUND

The Michigan Department of Health and Human Services provides local prosecutors' offices funding through the Crime Victim Rights Grant to ensure that victims receive all rights and notifications required by the William Van Regenmorter Crime Victim Rights Act of 1985. The Ingham County Prosecutors Office receives this grant and uses it to fund the four (4) full time victim advocates serving in the office's Victim/Witness Unit. The original allocation for the grant for 2019 was \$249,325.00. The MDHHS has proposed to increase that amount by \$83,150.00.

ALTERNATIVES

There are no alternative sources of increased funding anticipated in the near future.

FINANCIAL IMPACT

Currently the CVR grant covers the majority of salary and fringes for the advocates assigned to the ICPO Victim/Witness Unit. The 2019 county budget allocates \$73,805.00 from the general fund to cover the shortfall which results from the unit's \$323,130.00 total cost. The proposed amendment increase exceeds the county's allocation and would make the unit fully grant funded.

OTHER CONSIDERATIONS

The grant restricts work to only direct victim services. The Victim/Witness unit covers duties which fall outside of direct victim services. ICPO is exploring reorganization options to continue fulfilling those responsibilities which may fall outside of grant approved work.

RECOMMENDATION

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

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ACCEPT AN AMENDMENT TO THE AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES AND THE INGHAM COUNTY PROSECUTOR'S OFFICE CRIME VICTIM RIGHTS GRANT

WHEREAS, the Ingham County Prosecutor's Office has been approved to receive grant funds up to an amount of \$249,325.00 from the Crime Victim Rights Services Act, Crime Victim Rights Grant (CVR) administered by the Michigan Department of Health and Human Services (MDHHS) for the fiscal year of October 1, 2018 through September 30, 2019; and

WHEREAS, the grant award of \$249,325.00 will be broken down as follows: \$244,525.00 of the grant award will fund salary and fringe benefits for four (4) full time crime victim advocates; and \$4,800.00 of the grant award is for supplies and materials; and

WHEREAS, on January 23, 2019 the MDHHS has proposed an amendment to the agreement increasing the award amount by \$83,150.00. The added amount would increase the total grant award amount to \$332,475.00. The increased amount of \$83,150.00 would be for other program expenses; and

WHEREAS, the primary goal of the CVR Grant is to support agency staff who provide direct services to victims of crime in Michigan; and

WHEREAS, continuing the CVR Grant will assist the Ingham County Prosecutor's Office in achieving the goals and objectives of providing services to victims of crime.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners has accepted \$249,325.00 awarded by the CVR Grant which begins on October 1, 2018 and ends on September 30, 2019; the Board authorizes acceptance of the proposed amendment to the agreement increasing the grant amount by \$83,150.00 to a total of \$332,475.00.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make any necessary adjustments to the 2019 budget and position allocation lists consistent with this resolution.

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

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

FROM: Rick Terrill, Facilities Director

DATE: February 5, 2019

RE: Resolution for an agreement with Cusack's Masonry Restoration Inc. to make exterior

improvements to the Ingham County Youth Center

For the meeting agendas of: February 14th, 19th & 20th

BACKGROUND

The exterior of the Ingham County Youth Center is deteriorating and needs the improvements to prevent further deterioration and water damage. Cusack's Masonry Restoration Inc. submitted the lowest responsive and responsible bid for tuck pointing services at the Ingham County Youth Center.

ALTERNATIVES

There are no alternatives for this project.

FINANCIAL IMPACT

It is the recommendation of the Purchasing and Facilities Departments to award a contract to Cusack's Masonry Restoration Inc., who submitted the lowest responsive and responsible bid in the amount of \$52,935.00.

Funds are available in the 2018 approved CIP line item 245-66299-931000-8F05 which has a balance of \$85,000 for building tuck pointing.

The Facilities Department is asking for a \$10,000.00 contingency for any unseen circumstances that may arise during the project.

OTHER CONSIDERATIONS

There are no other considerations for this project.

RECOMMENDATION

Based on the information presented, the Purchasing and Facilities Departments respectfully recommends approval of the attached resolution to support an agreement with Cusack's Masonry Restoration Inc. to make the necessary improvements to the exterior of the Ingham County youth Center for \$52,935.00 with a \$10,000.00 contingency for a total cost of \$62,935.00.

TO: Rick Terrill, Facilities Director

FROM: James Hudgins, Director of Purchasing

DATE: August 22, 2018

RE: Memorandum of Performance for RFP No. 183-18: Exterior Masonry Improvements.

Per your request, the Purchasing Department sought proposals from qualified and experienced masonry contractors to enter into a contract for the purpose of making exterior improvements to the Ingham County Youth Center.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to propose	58	15
Vendors attending pre-bid/proposal meeting	8	4
Vendors responding	5	3

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

A preconstruction meeting will be required prior to commencement of work since the construction cost exceeds \$10,000. Please make sure the Purchasing Department is invited and able to attend the preconstruction meeting to ensure that all contractors comply with the Prevailing Wage Policy and proper bonding.

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

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

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

SUMMARY OF VENDORS' COSTS

Vendor Name	Local Preference	Base Bid North & West Exterior; Drawing A.1.1.	Alternate 1 East and South Exterior; Drawing A1.1.	Total Bid	Unit Price Per Linear Foot of Masonry Mortar Joint Removal & Repointing
National Restoration Inc.	No, Milford MI	\$48,350.00	\$19,850.00	\$68,200.00	\$6.75
Cusack's Masonry Restoration Inc.	No, Hubbardston MI	\$52,935.00	\$44,900.00	\$97,835.00	\$9.50
D.C. Byers Co., dba: Detroit Inc.	Yes, East Lansing MI	\$75,700.00	\$26,675.00	\$102,375.00	\$7.00
Moore Trosper Construction Co.	Yes, Holt MI	\$85,141.00	\$37,213.00	\$122,354.00	\$6.33
Davenport Masonry Inc.	Yes, Holt MI	\$81,000.00	\$54,700.00	\$135,700.00	\$6.60

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH CUSACK'S MASONRY RESTORATION, INC. FOR THE BUILDING TUCK POINTING AT THE INGHAM COUNTY YOUTH CENTER

WHEREAS, the Ingham County Youth Center's exterior is deteriorating and is in need of repairs; and

WHEREAS, it is the recommendation of both the Purchasing and Facilities Departments to enter into an agreement with Cusack's Masonry Restoration Inc., a registered vendor who submitted the lowest responsive and responsible bid of \$52,935.00, to make exterior improvements; and

WHEREAS, the Facilities Department would like to ask for a \$10,000.00 contingency for any unforeseen circumstances that may arise with this type of project; and

WHEREAS, funds for this project are available within the approved CIP Line Item 245-66299-931000-8F05 which has an available balance of \$85,000.00 for Building Tuck Pointing at the Ingham County Youth Center.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Cusack's Masonry Restoration Inc., P.O. Box 220, Hubbardston, Michigan, 48845, for the improvements to the exterior at the Ingham County Youth Center for an amount not to exceed \$62,935.00 which includes a \$10,000.00 contingency.

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

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

FROM: Rick Terrill, Facilities Director

DATE: February 5, 2019

RE: Resolution to purchase ovens from HPS for the Ingham County Jail

For the meeting agendas of: February 14th, 19th & 20th

BACKGROUND

There are three ovens at the Ingham County Jail that are failing and are in constant need of repair due to them being 20 years old. HPS submitted a proposal for three Blodgett Combi Ovens with the prison package, steaming option and a reverse osmosis water filtration system for \$134,071.12 which includes installation and a one year parts and labor warranty.

ALTERNATIVES

There are no alternatives for this project.

FINANCIAL IMPACT

We are utilizing Ingham County's agreement with the Hospital Purchasing Services (HPS) Contract for the purchase of the ovens. HPS submitted a proposal of \$134,071.12 for the three Blodgett Combi Ovens. The Facilities Department is requesting a \$5,000.00 contingency for uncovered conditions. Funds for this project are available through CIP line item # 245-31199-978000-9F13 which has a balance of \$165,000.00.

OTHER CONSIDERATIONS

There are no other considerations for this project.

RECOMMENDATION

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to support an agreement with HPS for the three Blodgett Combi Ovens at the Ingham county Jail of \$134,071.12 with a \$5,000 contingency for a total cost of \$139,071.12.

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH HPS FOR THE PURCHASE OF THREE OVENS FOR THE INGHAM COUNTY JAIL

WHEREAS, the ovens at the Ingham County Jail are failing and repairs have become expensive; and

WHEREAS, it is the recommendation of the Facilities Department to enter into an agreement with HPS who submitted the proposal of \$134,071.12 for three ovens for the Ingham County Jail; and

WHEREAS, the Facilities Department is requesting a \$5,000.00 contingency for any uncovered conditions; and

WHEREAS, funds are available within the approved 2019 CIP Line Item 245-31199-978000-9F13 which has an available balance of \$165,000.00.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with HPS 3275 N M-37 Highway Middleville, MI 49333-0247, for the purchase of Blodgett Combi Ovens for the Ingham County Jail for an amount not to exceed \$139,071.12 which includes a \$5,000.00 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.

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

FROM: Rick Terrill, Facilities Director

DATE: February 5, 2019

RE: Resolution to purchase washers from A&B Equipment & Sons for the Ingham County Jail

For the meeting agendas of: February 14th, 19th & 20th

BACKGROUND

There are three washing machines at the Ingham County Jail that are beginning to fail and are in constant need of repair. These washers are used to wash inmate's laundry and must remain operable at all times for sanitary reasons. Parts for the units are expensive and difficult to get. A&B Equipment submitted a proposal for three commercial washing machines with the prison package for \$37,998.00 which is 28% off the list price and includes a one year manufactures warranty.

ALTERNATIVES

There are no alternatives for this project.

FINANCIAL IMPACT

We are utilizing Ingham County's agreement with the Hospital Purchasing Services (HPS) Contract for the purchase of the washers. A&B Equipment who is on the HPS contract submitted a proposal of \$37,998.00 for the three commercial washing machines.

Funds for this project are available through CIP line item # 595-30110-978000-9F02 which has a balance of \$38,000.00.

OTHER CONSIDERATIONS

There are no other considerations for this project.

RECOMMENDATION

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to support an agreement with A&B Equipment & Sons, Inc. for the three commercial washing machines at the Ingham county Jail for a total cost of \$37,998.00.

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH A&B EQUIPMENT & SONS, INC. FOR THE PURCHASE OF THREE WASHERS FOR THE INGHAM COUNTY JAIL

WHEREAS, the washers at the Ingham County Jail are failing and repairs have become expensive; and

WHEREAS, it is the recommendation of the Facilities Department to enter into an agreement with A&B Equipment & Sons, Inc. a registered vendor who submitted the proposal of \$37,998.00 for three washers at the Ingham County Jail; and

WHEREAS, funds are available within the approved 2019 CIP Line Item # 595-30110-978000-9F02 which has an available balance of \$38,000.00.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with A&B Equipment & Sons, Inc., 635 Wellington Street Saginaw, MI 48604, for the purchase of three washers for the Ingham County Jail for an amount of \$37,998.00.

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.

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

FROM: Rick Terrill, Facilities Director

DATE: February 5, 2019

RE: Resolution for an agreement with Trane to overhaul the chillers at the Ingham County Jail

For the meeting agendas of: February 14th, 19th & 20th

BACKGROUND

The chillers at the Ingham County Jail are over 24 years old and have outlived their useful life. Trane offers a unique overhaul on their units which costs significantly less than replacing the units.

ALTERNATIVES

There are no alternatives for this project.

FINANCIAL IMPACT

Trane U.S. Inc. provided a quote of \$191,500.00 which includes a five year service plan. The Facilities Department is requesting a \$20,000.00 contingency for any unforeseen circumstances. Funds for this project are available through 2018 CIP line item # 245-30199-976000-8F04 which has a balance of \$435,927.81.

OTHER CONSIDERATIONS

There are no other considerations for this project.

RECOMMENDATION

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to support an agreement with Trane U.S. Inc. for the overhaul of the chillers at the Ingham County Jail for \$191,500.00 with a \$20,000.00 contingency for a total cost of \$211,500.00.

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH TRANE U.S. INC. FOR THE OVERHAUL OF THE CHILLERS AT THE INGHAM COUNTY JAIL

WHEREAS, the chillers at the Ingham County Jail have outlived their useful life; and

WHEREAS, it is the recommendation of the Facilities Department to enter into an agreement with Trane US Inc. a registered vendor who submitted the proposal of \$191,500.00 to overhaul the chillers at the Ingham County Jail; and

WHEREAS, the Facilities Department is requesting a \$20,000.00 contingency for any unforeseen circumstances that may arise with this type of project; and

WHEREAS, funds for this project are available within the approved 2018 CIP Line Item 245-30199-976000-8F04 which has an available balance of \$435,927.81.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Trane U.S. Inc., 3600 Pammel Creed Road La Crosse, WI 54601, for the overhaul of the chillers at the Ingham County Jail for an amount not to exceed \$211,500.00 which includes a \$20,000.00 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.

TO: Human Services and Finance Committees

FROM: Jared Cypher, Deputy Controller

DATE: February 7, 2019

SUBJECT: Resolution Authorizing the Fourth Amendment to the Agreement with the Capital Area

Transportation Authority Dated January 1, 2016 through December 31, 2020

For the meeting agendas of February 20 and February 25

BACKGROUND

This resolution authorizes the fourth amendment to the agreement with the Capital Area Transportation Authority (CATA) for the time period of January 1, 2016 through December 31, 2020; specifically the scope of services which will be effective from October 1, 2018 through September 30, 2019. For the period October 1, 2018 through September 30, 2019 the County will reimburse CATA as set forth in the attached Scope of Services.

ALTERNATIVES

N/A

FINANCIAL IMPACT

The amount to be reimbursed will not exceed the amount of millage funds available. A maximum of \$3,544,944 will be used to pay the actual expenses of operating, administrating and marketing Spec-Tran. A maximum of \$663,675 of the funds will be used to pay for the actual expenses of operating, administering and marketing CATA Rural Services. The amount of \$131,568 will be retained by the County for the operation of a vehicle used to transport area veterans to VA Hospitals in the region in the County's 2019 Fiscal Year.

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long term objectives of assisting in meeting basic needs, promoting accessible healthcare and fostering economic wellbeing.

OTHER CONSIDERATIONS

This resolution was tabled at the July 16, 2018 Human Services meeting pending CATA response to Ingham County's request to have a voting member on the CATA Board.

RECOMMENDATION

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING THE FOURTH AMENDMENT TO THE AGREEMENT WITH THE CAPITAL AREA TRANSPORTATION AUTHORITY DATED JANUARY 1, 2016 THROUGH DECEMBER 31, 2020

WHEREAS, an agreement was authorized with the Capital Area Transportation Authority for the period ending December 31, 2020; and

WHEREAS, in August 2016, the electorate approved a countywide public transportation millage level of 60/100 (.60) of one mill to be used for the purpose of funding a transportation system to be used primarily by elderly and disabled persons in Ingham County; and

WHEREAS, the Board of Commissioners envisioned that the revenues generated as a result of the millage levy would be turned over to the Capital Area Transportation Authority and be used to provide the transportation service.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves an amendment to the agreement with the Capital Area Transportation Authority (CATA) which authorizes the County to pay CATA the expenses incurred for providing a public transportation system to be used primarily by elderly and disabled persons in Ingham County from revenue generated as a result of the countywide public transportation millage.

BE IT FURTHER RESOLVED, that for the period October 1, 2018 through September 30, 2019 the County shall reimburse CATA as set forth in the attached Scope of Services.

BE IT FURTHER RESOLVED, the Chairperson of the Board and the County Clerk are hereby authorized to sign the appropriate agreements and documents necessary to implement the above, subject to approval as to form by the County Attorney.

INGHAM COUNTY PROPOSED SCOPE OF SERVICE

For October 1, 2018 through September 30, 2019

For fiscal year 2019, Ingham County projects tax revenue in the amount of \$4,340,187 from the Special Transportation Millage. As the County's contractor, CATA shall carry out the following activities with respect to small bus transportation primarily serving elderly and disabled residents of Ingham County:

- 1. Take all reasonable steps to improve the quality of small bus service primarily serving the elderly and residents with disabilities of Ingham County. CATA shall constantly strive to develop methods to provide such services in more cost efficient ways.
- 2. Manage and operate the small bus system commonly known as CATA Rural Services (CRS), providing a minimum of 79 hours per day of service to the residents of Ingham County who reside outside of the boundaries of the urbanized area. CRS also refers to the Mason Connector, Williamston-Webberville Connector and Mason Redi-Ride routes. Service shall be provided in conformity with the requirements of the state and federal grants received for the operation of the service. A maximum of \$663,675 of funds received under this agreement shall be used to pay for the actual expenses of operating, administering and marketing CATA Rural Services.
- 3. Continue to operate service for persons with disabilities, known as CATA Spec-Tran, providing at a minimum the level of service in effect on October 1, 1988, to residents of Ingham County who reside within the boundaries of the urbanized area and who further qualify for this specialized service by nature of their mobility-related disabilities. Services shall be provided in conformity with state and federal requirements and grants received for the operation of the service. A maximum \$3,544,944 of the funds received under this Agreement shall be used to pay the actual expenses of operating, administrating and marketing Spec-Tran.
- 4. The amount of \$131,568 shall be retained by the County for the operation of a vehicle used to transport area veterans to VA Hospitals in the region in the County's 2019 Fiscal Year. CATA has no responsibility for this service and does not participate in its operation or funding.

TO: Board of Commissioners, County Services Committee and Finance Committee

FROM: Robert Peterson, Director of Engineering, Road Department

DATE: January 25, 2019

SUBJECT: 2019 & 2020 Biennial Bridge Inspection Program Contract

For the County Services Committee meeting agenda in February 19, 2019

For the Finance Committee meeting agenda in February 20, 2019

For the BOC meeting agenda in February 26, 2019

The Ingham County Road Department (ICRD) is required by federal law to inspect all aspects of its bridges every two years and report the results to the Michigan State Department of Transportation (MDOT). MDOT uses biennial bridge inspection reports from all over the Michigan (state, county, city, and village) to compile a report that is submitted to the Federal Highway Administration (FHWA). Ultimately, the federal government uses the inspection data to guide decisions about federal transportation funding levels and program requirements.

In general, only structures that span 20 feet or more (measured abutment to abutment) are considered bridges. There are 67 structures that fit that description within the confines of ICRD jurisdiction.

Bridge inspections are a rigorous exercise that must follow National Bridge Inspection (NBI) and MDOT standards. ICRD only solicited proposals from MDOT pre-qualified consultants that have the required training and expertise. Even though all respondents are MDOT pre-qualified, qualification statements are solicited to expand upon the consultant's pre-qualified status, inspection expertise, and the individual team member's level of experience.

Due to the nature of the normal inspections and the fact that the initial inspection could lead to more detailed inspections and/or load analyses, the Request for Proposals was drafted as a unit price contract. The unit price format has served ICRD well for the last seven inspection cycles, insures that we only pay for the services we need or want, and allows us to order additional work without having to negotiate fees after-the-fact.

The Purchasing Department advertised for biennial bridge inspection services and received three (3) proposals. The proposed fees, based on the mandated inspection costs only, were as follows:

\$15,890.00 Spicer Group, Inc. \$16,052.00 Rowe Professional Services Company \$18,408.00 Great Lakes Engineering Group, Inc.

ICRD and Purchasing Department staff reviewed the proposals and agreed to recommend that Spicer Group, Inc., Lansing, Michigan, be retained to provide the requested bridge inspections.

Approval of the attached resolution is recommended.

TO: Robert Peterson, Director of Engineering, Ingham County Road Department

FROM: James Hudgins, Director of Purchasing

DATE: December 4, 2018

RE: Memorandum of Performance for RFP No. 1-19: 2019 and 2020 Biennial Bridge Inspection

Program for the Ingham County Road Department

Per your request, the Purchasing Department sought proposals from Michigan Department of Transportation (MDOT) prequalified and experienced engineering firms for the purpose of entering into a contract to provide "as needed" professional engineering services for the 2019 and 2020 Biennial Bridge Inspection Program. The consultant will work under the direction of the Director of Engineering (project manager).

The scope of work includes, but is not limited to, the mandated inspections of 67 bridges as set forth in the RFP, and within the confines of Ingham County. The biennial inspections are to be completed and submitted to MDOT on or before the prescribed anniversary of the bridge's previous inspection.

The Purchasing Department can confirm the following:

Function	Overall Number of Number of Local	
	Vendors	Vendors
Vendors invited to propose	36	14
Vendors responding	3	2

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

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

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

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

SUMMARY OF VENDORS' COSTS

Vendor Name	Local Pref	Total Inspection Amount
Great Lakes Engineering Group	Yes, Lansing MI	\$18,408.00
Rowe Professional Services	No, Flint	\$16,052.00
Spicer Group	Yes, Lansing MI	\$15,890.00

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICES CONTRACT WITH SPICER GROUP, INC. FOR THE 2019 AND 2020 BIENNIAL BRIDGE INSPECTION PROGRAM

WHEREAS, the Ingham County Road Department is required by federal law to inspect all aspects of its bridges every two years and report the results to the Michigan State Department of Transportation; and

WHEREAS, the Road Department bridge inspection data is incorporated into a report that is submitted to the Federal Highway Administration, which ultimately is used to guide decisions about federal transportation funding levels and program requirements; and

WHEREAS, initial inspections could lead to more detailed inspections and/or load analyses, therefore the Request for Proposals was drafted as a unit price contract; and

WHEREAS, the Ingham County Purchasing Department advertised for biennial bridge inspection services and received three (3) proposals. The proposed inspection fees, based on the mandated inspection costs only, were as follows:

\$15,890.00	Spicer Group, Inc.
\$16,052.00	Rowe Professional Services Company
\$18,408.00	Great Lakes Engineering Group, Inc.

WHEREAS, the Road Department and Purchasing Department staff evaluated the submitted proposals and recommend that the Board of Commissioners authorize a professional services contract Spicer Group, Inc., Lansing, Michigan.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a contract with Spicer Group, Inc., 416 N. Homer Street, Suite 109, Lansing, Michigan, based on its unit price proposal dated January 24, 2019, for 2019 & 2020 biennial bridge inspection program and as-needed services.

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.

TO: Board of Commissioners, County Services Committee and Finance Committee

FROM: Robert Peterson, Director of Engineering, Road Department

DATE: January 25, 2019

SUBJECT: Bridge Structure Rehabilitation or Replacement for:

Howell Road Bridge over Doan Creek Olds Road Bridge over Perry Creek

Olds Road Bridge over Huntoon Lake Extension Drain

For the County Services Committee meeting agenda in February 19, 2019

For the Finance Committee meeting agenda in February 20, 2019

For the BOC meeting agenda in February 26, 2019

The Ingham County Road Department has received Local Bridge Program funding to perform bridge rehabilitation work on the Howell Road Bridge over Doan Creek and bridge replacements for the Olds Road Bridge over Perry Creek and the Olds Road Bridge over Huntoon Lake Extension Drain. These three projects will be packaged together as a single construction contract.

The rehabilitation project generally involves a superstructure replacement, which will replace all bridge elements above the existing bridge abutments. The two Olds Road bridges will be removed and replaced with concrete box structures. The estimated costs for the project are as follows:

State Local Bridge Funding \$ 936,200 Road Department Match: \$ 69,100 \$1,005,300

We are to the point where the funds have been obligated for construction and contracts can be executed. The contractual responsibilities are as follows: The Michigan Department of Transportation (MDOT) will enter into a contract with the contractor, which basically ensures that all the federal construction requirements and responsibilities are defined. A second party agreement between MDOT and Ingham County is required to define the Road Department's responsibilities and to administer the construction contract on MDOT's behalf.

The reason for this memo and resolution is to execute the MDOT and Ingham County second party agreement.

Approval of the attached resolution is recommended.

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE A SECOND PARTY AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND THE INGHAM COUNTY ROAD DEPARTMENT IN RELATION TO STATE FUNDED BRIDGE PROJECTS LOCATED AT HOWELL ROAD BRIDGE OVER DOAN CREEK, OLDS ROAD BRIDGE OVER PERRY CREEK, AND OLDS ROAD BRIDGE OVER HUNTOON LAKE EXTENSION DRAIN

WHEREAS, the Road Department has received Local Bridge Program funding to perform bridge rehabilitation work on the Howell Road Bridge over Doan Creek and bridge replacements for the Olds Road Bridge over Perry Creek and the Olds Road Bridge over Huntoon Lake Extension Drain; 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 estimated costs for the project are as follows:

State Local Bridge Funding \$ 936,200 Road Department Match: \$ 69,100 \$1,005,300

WHEREAS, the Road Department match is included in the 2019 Road Department budget.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a contract with the State of Michigan/MDOT to effect rehabilitation work on the Howell Road Bridge over Doan Creek and bridge replacements for the Olds Road Bridge over Perry Creek and the Olds Road Bridge over Huntoon Lake Extension Drain for a total estimated cost of \$1,005,300 consisting of \$936,200 of state Local Bridge Program funding and \$69,100 in Road Department funds.

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.

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE GENERIC SERVICE CREDIT PURCHASE FOR COUNTY EMPLOYEE

WHEREAS, pursuant to standing County Resolution #02-101, dated April 9, 2002, it is permissible for employees to purchase generic service credit under the Municipal Employees' Retirement System (MERS); and

WHEREAS, the Resolution further provides that the cost for generic service "must be totally borne by the employee"; and

WHEREAS, Douglas Franks has completed the MERS application and received the cost estimate to purchase six (6) months under the County's plan; and

WHEREAS, by Board of Commissioners approval under the standing Resolution, and by the employee's payment to MERS, Mr. Franks will purchase four (4) years, zero (0) months generic service.

THEREFORE BE IT RESOLVED, that upon the request of County employee Douglas Franks, the Board of Commissioners hereby approves the purchase of four (4) years, zero (0) months generic service under County Resolution #02-101.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is authorized on behalf of the County to sign and execute all MERS documents to effectuate and finalize this transaction, subject to approval as to form, by the County Attorney.

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION ESTABLISHING AUTHORIZED SIGNATORIES FOR MERS CONTRACTS AND SERVICE CREDIT PURCHASE APPROVALS

WHEREAS, Ingham County ("Employer") is a participating municipality with the Municipal Employees' Retirement System of Michigan ("MERS") and has adopted one or more retirement, insurance, investment or other post-employment benefit products administered by MERS; and

WHEREAS, MERS requires signatures of an authorized representative of the Employer to execute contracts with MERS, the entry of which is authorized by the governing body and permitted under the applicable MERS Plan Document(s); and

WHEREAS, the Employer wishes to designate certain job position(s), the holder(s) of which may sign MERS' contracts relating to the adoption, amendment and termination of MERS' products, and defined benefit service credit purchase approvals on behalf of Employer to implement decisions and actions of the governing body; and

WHEREAS, this Resolution is not intended to apply to MERS forms or any other MERS document except as specifically mentioned herein.

THEREFORE BE IT RESOLVED, that the holder(s) of the following job position(s) is/are hereby *Authorized Official(s)* that can sign: (1) MERS Adoption Agreements, Resolutions, Participation Agreements, Administrative Services Agreements, Withdrawal Agreements and any other contracts between MERS and the Employer with respect to Employer's participation in any MERS-administered product and any amendments and addendums thereto, and (2) MERS Defined Benefit service credit purchase approvals:

Chairperson of the Board of Commissioners

BE IT FURTHER RESOLVED, that this Resolution may be revoked in writing or amended by the Ingham County Board of Commissioners at any time, provided that it will not be effective until such writing or amended Resolution is received by MERS. The Ingham County Board of Commissioners agrees that MERS may rely upon this Resolution as conferring signing authority upon the holder(s) of the above job position(s) to bind Employer with respect to MERS.

BE IT FURTHER RESOLVED, that the County Clerk shall send a certified copy of this Resolution to MERS.

TO: Law & Courts and Finance Committees of the Ingham County BOC

FROM: Lance Langdon, 9-1-1 Director

DATE: February 12, 2019

SUBJECT: Resolution Authorizing radio tower load studies, for public safety radio system

For the meeting agendas of February 14 and February 20, 2019

BACKGROUND

This resolution authorizes studies to be completed on the radio towers that are to be used for the new Ingham County Public Safety Radio System. These towers may only hold a limited amount of equipment based on the physical construction of each tower. Based on these tower studies it can then determine if we can use this tower for our new system and allow for lease agreements to be drafted for the additional equipment at each location. In our kick off meeting with our project manager, these studies are needed as soon as possible to keep the project on its timeline, in the event alternate tower sites are needed or additional remediation of a tower is needed for our system.

ALTERNATIVES

These studies are needed and identified in the contract with Motorola, as a task to be completed by Ingham County. There are no alternatives to doing this.

FINANCIAL IMPACT

The approval of these studies should not exceed \$70,000 from the 9-1-1 fund balance. This is a cost of the new radio system that is not covered in the contract with Motorola. These studies are completed usually by the manufacturer of the tower at the request of the tower owners.

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective increased safety of our citizens across the county. Implementation of the new radio system increased communication between our responders and has direct effect on their ability to communication in emergency situations.

OTHER CONSIDERATIONS

As we have many different towers/companies that provide our system space, and the location of these towers could provide potential targets for the interruption of public safety communications, the specific locations of each tower has not been listed in this resolution. The tower sites and requirements are outlined in the contract with Motorola for the new system.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to support the radio system tower studies.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE CONTRACTS FOR TOWER STUDIES NECESSARY FOR THE REPLACEMENT OF THE INGHAM COUNTY PUBLIC SAFETY RADIO SYSTEM

WHEREAS, the Ingham County Board of Commissioners has operated the Ingham County Public Safety Radio System since 2006, and has contracted with Motorola Solutions, Inc., (Resolution #18-550), to replace the system that is run through the Ingham County 9-1-1 Central Dispatch Center; and

WHEREAS, the Ingham County Board of Commissioners (Resolution #18-551) approved a contract with Televate to act as project manager for implementation of this new radio system; and

WHEREAS, the 9-1-1 Director, working with the Project Manager, has identified the need for tower load studies and possible mapping of towers as a high priority task to keep the project on its current timeline; and

WHEREAS, the tower studies will determine if the tower locations selected for use in the radio system can carry the load of the additional equipment (loading) required for the new system; and

WHEREAS, the loading studies will be required on at least nine (9) tower locations, and possibly additional sites if any site fails to meet the loading requirements for the system; and

WHEREAS, additional studies may be performed on alternate sights to determine if they can replace sites that are not able to carry the additional loads; and

WHEREAS, the tower vendors or owners will provide loading studies through their vendors, or companies can be contracted to provide loading studies in the event the owners do not have identified vendors for these services; and

WHEREAS, tower studies cost between \$2,500.00 and \$5,000.00 each.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the expenditure of up to \$70,000.00 for structural loading studies for the towers, through various vendors, to determine if they are viable for use in the new Ingham County Public Safety Radio System.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary budgetary transfers from the 9-1-1 fund balance 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 documents consistent with this resolution and approved as to form by the County Attorney.