

CHAIRPERSON  
BRYAN CRENSHAW

VICE-CHAIRPERSON  
RYAN SEBOLT

VICE-CHAIRPERSON PRO-TEM  
ROBIN NAEYAERT

FINANCE COMMITTEE  
MARK GREBNER, CHAIR  
THOMAS MORGAN  
TODD TENNIS  
BRYAN 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, JULY 17, 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 [June 19, 2019](#) Minutes and Closed Session Minutes

Additions to the Agenda

Limited Public Comment

1. Sheriff's Office – Resolution to Approve an Extended [Police Services](#) Agreement with the Village of Webberville Covering the Period of January 1, 2020 through December 31, 2023
2. Law and Courts Committee – Resolution to Adopt the [2020 Juvenile Justice](#) Community Agency Process Calendar
3. Parks Department
  - a. Resolution to Authorize a Contract with [L. J. Trumble Builders, LLC](#)
  - b. Resolution to Authorize a Contract with [Rowe Professional Services Company](#)
  - c. Resolution to Authorize an [Amendment to Resolution #19-047](#)
4. Health Department
  - a. Resolution to Authorize [Amendment # 4](#) to the 2018 - 2019 Comprehensive Agreement with the Michigan Department of Health and Human Services
  - b. Resolution to Authorize a 2019 - 2020 Agreement with the Michigan Department of Health and Human Services for the Delivery of [Public Health Services](#) Under the Comprehensive Agreement
  - c. Resolution to Enter Agreement with [Cure Violence Global](#)
  - d. Resolution to Authorize an Agreement with [Redhead Design Studio](#) for the Development of a Mass Media Campaign to Reduce HIV Stigma
  - e. Resolution to Authorize an Agreement with [KAC Consulting, LLC](#) for the Evaluation of a Mass Media Campaign
  - f. Resolution to Authorize an Agreement with [Various Vendors](#) for a Medical Marihuana Public Education Campaign
  - g. Resolution to Authorize an Agreement with [MVN](#) (Motor Vehicle Network)
  - h. Resolution to Authorize an Agreement with [Continental Canteen](#)
  - i. Resolution to Authorize an Agreement with Michigan State University College of Nursing for [Pediatric Nurse Practitioner Services](#)
  - j. Resolution to Authorize an Agreement with [Zoom Video Communications](#)
  - k. Resolution to Authorize Extended Cooperative Operational Agreement with the Ingham [Community Health Center Board](#) of Directors

5. Circuit Court – Resolution to Authorize a New Contract with MGT of America Consulting, LLC for the Preparation of a County Wide [Cost Allocation Plan](#)
6. Innovation and Technology Department
  - a. Resolution to Revise the Ingham County [Cell Phone Policy](#)
  - b. Resolution to Approve a Change in the [Outbound Access Number](#) for County Phone System
7. Road Department
  - a. Resolution to Approve [Local Road Agreements](#) with Ingham, Locke, Onondaga, and White Oak Townships
  - b. Resolution to Execute Waterborne Centerline [Pavement Marking Agreements](#) with the City of Leslie, City of Mason, City of Williamston, and the Village of Webberville
  - c. Resolution to Update the Ingham County Road Department [Permit Fee](#) Structure
  - d. Resolution to Retain As-Needed [Engineering Design Services](#) for 2019-2021
8. Facilities Department – Resolution to Authorize an Agreement with Safety Systems Inc. for Installation of an Additional [Temperature Sensor](#) and for Annual Alarm Monitoring Services at the Human Services Building
9. Controller/Administrator's Office – Resolution to Authorize [Budget Adjustments](#) for 2019 based on the Annual Evaluation of the County's Financial Reserve Policy

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](http://www.ingham.org).

## FINANCE COMMITTEE

June 19, 2019

Draft Minutes

Members Present: Grebner, Crenshaw, Maiville, Morgan (arrived at 6:02 p.m.), Polsdofer, Schafer, and Tennis.

Members Absent: None.

Others Present: Treasurer Eric Schertzing, Linda Vail, Tim Morgan, Melissa Buzzard, Matt Nordfjord, Bill Conklin, Rick Terrill, Michael Townsend, Beth Foster, 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 June 5, 2019 Minutes

WITHOUT OBJECTION, CHAIRPERSON GREBNER STATED THE JUNE 5, 2019 MEETING MINUTES WERE APPROVED AS PRESENTED.

### Additions to the Agenda

#### 9. Parks Department

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

Substitutes –

- 1. Sheriff's Office – Resolution to Authorize a Contract with Wellness INX to Provide Parenting Programming

#### 6. Road Department

- c. Resolution to Authorize Two New Positions and Reclassifying Six Existing Positions for the Road Department

#### 8. Controller/Administrator's Office

- b. Resolution to Update the 2018 – 2022 Strategic Plan and Action Plan

### Limited Public Comment

None.

Commissioner Morgan arrived at 6:02 p.m.

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

1. Sheriff's Office – Resolution to Authorize a Contract with Wellness INX to Provide Parenting Programming
2. Treasurer's Office – Resolution to Utilize the County's Option to Acquire Tax Foreclosed Property
3. Drain Commissioner – Resolution Pledging Full Faith and Credit to Grovenburg Farms Branch of the Melkvik Drain Drainage District Bonds
4. Facilities Department
  - a. Resolution to Authorize an Agreement with LJ Trumble Builders, LLC. for the Sound Attenuation Improvements at the 9-1-1 Center
5. Health Department
  - a. Resolution to Authorize an Agreement with RS Biomedical
6. Road Department
  - a. Resolution to Approve Local Road Agreements with Alaiedon, Aurelius, Bunker Hill, Leroy, Leslie, Meridian, Vevay, Wheatfield, and Williamstown Townships, and City of Lansing
  - b. Resolution to Authorize an Agreement for Architectural Design and Engineering Services for the Road Department's Western Garage Roof
  - c. Resolution to Authorize Two New Positions and Reclassifying Six Existing Positions for the Road Department
8. Controller/Administrator's Office
  - a. Resolution Authorizing the Acceptance of Certain Grants During the Board of Commissioners 2019 Summer Schedule
  - b. Resolution to Update the 2018 – 2022 Strategic Plan and Action Plan
9. Parks Department
  - a. Resolution to Authorize an Amendment to the Contract with Laux Construction, LLC
  - e. Resolution to Authorize the Acceptance of the Project Agreement for a Michigan Natural Resources Trust

THE MOTION CARRIED UNANIMOUSLY.

THE MOTION TO APPROVE THE ITEMS ON THE CONSENT AGENDA CARRIED  
UNANIMOUSLY.

4. Facilities Department
  - b. Resolution to Authorize an Agreement with Moore Trosper Construction Co. for the Renovations at Forest Community Health Center



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

Commissioner Schafer stated that he wanted to point out that he had noticed vendors responding had been decreasing and that he wondered if the 10% local preference was a discouragement for vendors.

Chairperson Grebner stated that it was not a 10% advantage but that they were permitted to reduce their bid to match.

Rick Terrill, Facilities Director, stated that in the construction industry, right now, things were very competitive and that vendors had mentioned they did not submit proposals because of how many other projects they already had going on.

Commissioner Schafer stated that he was just noticing less and less response from vendors.

Commissioner Tennis stated that wanted to echo the fact that there is a lot of work for contractors right now, which is why he thought fewer vendor bids were coming through. He further stated that he would hesitate to make any assumptions about the 10% local preference being the cause.

Commissioner Schafer stated it was just food for thought for the future.

THE MOTION CARRIED UNANIMOUSLY.

5. Health Department
  - b. Resolution to Authorize an Agreement with YMCA of Lansing

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

Commissioner Tennis disclosed that he had a contractual arrangement with the State Alliance of Michigan YMCAs, of which the Lansing YMCA is a member.

THE MOTION CARRIED UNANIMOUSLY.

7. Board of Commissioners – Resolution to Approve One-Time Lump Sum Payments and an Amendment to the Managerial and Confidential Employee Manual Regarding Reclassification

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

Chairperson Grebner stated that he thought they were establishing a policy moving forward for non-represented employees that reclassifications would be retroactive to the first of the year. He

stated that this could not be done for represented employees because of state law, but he guessed that the Commissioners were doing this to articulate a policy for non- represented employees.

Chairperson Grebner stated that there was some sniping at staff during County Services.

Commissioner Tennis asked if this was something that had been done in the past.

Chairperson Grebner stated that it has always been retroactive but then there was a change in state law that made it an issue, but not for employees outside of a collective bargaining agreement. He further stated that the sniping during the County Services meeting was about an implicit policy that existed.

Commissioner Maiville stated that there were issues in the process. He further stated that the reclassification process started in a timely manner, but it was not acted on in a timely matter by staff.

Chairperson Grebner stated that technically it was import to understand that this was a lump sum payment because legally the County cannot pay employees a bonus for work they have already done.

Commissioner Tennis asked if there would there be a way to do something similar for members of collective bargaining units.

Matt Nordfjord, County Attorney, stated that there were ways that could be done on a case by case basis and still comply with the law. He further stated that this situation was different because the employees in question are not represented and this was an administrative issue.

Mr. Nordfjord stated that this policy was designed to make an implicit provision explicit.

Chairperson Grebner stated that a crucial distinction is that if someone retires or leaves the employ of the County, they are not eligible for this.

Mr. Nordfjord stated that it would depend on the fact situation for the individual. He further stated that it was possible to get the lump sum as part of the final calculation.

Discussion.

Commissioner Maiville stated that one thing that was clear after the County Services Committee discussion regarding this matter, was that staff would try to make sure the reclassifications are acted upon more timely in the future and not run so far into the following year as they did this year.

Chairperson Grebner stated that it was good to have a general policy in place because a similar situation might occur in the future.

THE MOTION CARRIED UNANIMOUSLY.

9. Parks Department
  - b. Resolution to Authorize a Contract with Johnson Sign Company for the Installation of Wayfinding Signs 9b

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

Chairperson Grebner stated they are finally installing the signs that he had been talking about for so long. He further stated that while he would have gone cheaper, the signs are gorgeous.

Chairperson Grebner asked when everyone could see the signs installed.

Melissa Buzzard, Trails and Parks Millage Program Coordinator, stated that they hoped to have the signs installed in the fall. She further stated that production was currently in the works and the installer was a local vendor that they were very impressed with.

Discussion.

THE MOTION CARRIED UNANIMOUSLY.

9. Parks Department
  - c. Resolution to Authorize an Amendment to Delhi Township Millage Agreement

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

Chairperson Grebner stated that this was not a township millage agreement and it needed to be retitled.

Discussion.

Commissioner Maiville proposed the following amendment:

Resolution to Authorize an Amendment to **the** Delhi Township ~~Millage~~  
Agreement **for the Trails Grant**

This was considered a friendly amendment.

THE MOTION CARRIED UNANIMOUSLY.

9. Parks Department
  - d. Purchase of Real Property Pursuant to MCL 15.268(d) (*Closed Session*)
10. Human Resources Department – Discuss a Written Attorney-Client Privileged Legal Opinion Pursuant to MCL 15.268(h) (*Closed Session*)

MOVED BY COMM. CRENSHAW, SUPPORTED BY COMM. TENNIS, AT 6:21 P.M., TO MOVE THE MEETING INTO CLOSED SESSION FOR DISCUSSION OF THE PURCHASE OF REAL PROPERTY AND FOR CONSIDERATION OF A WRITTEN LEGAL OPINION WITH THE COUNTY ATTORNEY.

THE MOTION CARRIED UNANIMOUSLY BY ROLL CALL VOTE.

MOVED BY COMM. CRENSHAW SUPPORTED BY COMM. SCHAFER, TO RETURN TO OPEN SESSION AT APPROXIMATELY 6:37 P.M.

THE MOTION CARRIED UNANIMOUSLY.

MOVED BY COMM. SCHAFER SUPPORTED BY COMM. CRENSHAW, TO APPROVE THE AGREEMENT AS RECOMMENDED BY COUNSEL AND AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT, FOLLOWING REVIEW AND APPROVAL OF CIVIL COUNSEL.

THE MOTION CARRIED UNANIMOUSLY.

Announcements

None.

Public Comment

None.

Adjournment

The meeting was adjourned at 6:39 p.m.

## **JULY 17, 2019 FINANCE AGENDA STAFF REVIEW SUMMARY**

### **RESOLUTION ACTION ITEMS:**

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

- 1. Sheriff's Office** – *Resolution to Approve an Extended Police Services Agreement with the Village of Webberville Covering the Period of January 1, 2020 through December 31, 2023*

This resolution will approve a four year extension of the police services contract with the Village of Webberville for a period covering January 1, 2020 through December 31, 2023 for a total of \$1,254,681.00. The Village has contracted with the Sheriff's Office for police services since 1994. This contract will continue to provide 80 hours of guaranteed service per week.

See memo for details.

- 2. Law and Courts Committee** – *Resolution to Adopt the 2020 Juvenile Justice Community Agency Process Calendar*

This resolution will authorize the adoption of the 2020 Juvenile Justice Community Agency Process calendar to establish time lines and a budget amount. A total of \$125,000 was allocated in 2019 out of Juvenile Justice Millage funds for this program. Grants were awarded in the amount of \$122,214.

See memo for details.

- 3a. Parks Department** – *Resolution to Authorize a Contract with L. J. Trumble Builders, LLC*

This resolution authorizes a contract with L. J. Trumble Builders, LLC for the base bid in the amount of \$91,500, and a contingency not to exceed 10% or \$9,150, for a total amount not to exceed of \$100,650 for the purpose of supplying and installing a standing seam metal roof on the Red Tail Shelter building at the Hawk Island. Funding is available in the Parks Department budget for this project.

- 3b. Parks Department** – *Resolution to Authorize a Contract with Rowe Professional Services Company*

This resolution authorizes a contract with ROWE Professional Services Company for a total amount not to exceed \$73,800, to provide prime professional services for park improvement projects (funded by MDNR trust fund grants) at Lake Lansing South and Burchfield Parks. Sufficient funds are available in the Parks Department budget for this contract.

- 3c. Parks Department** – *Resolution to Authorize an Amendment to Resolution #19-047*

This resolution authorizes an amendment to the Trails & Parks Millage contract with Delhi Township to split funding for the Holt to Mason Trail, Phase 1, between 2019 and 2020. No additional funds are necessary beyond the \$1 million previously authorized by Board resolution.

**4a. Health Department – Resolution to Authorize Amendment # 4 to the 2018-2019 Comprehensive Agreement with the Michigan Department of Health and Human Services**

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

**4b. Health Department – Resolution to Authorize a 2019 -2020 Agreement with the Michigan Department of Health and Human Services for the Delivery of Public Health Services Under the Comprehensive Agreement**

This resolution authorizes the annual Comprehensive Agreement with the Michigan Department of Health and Human Services (MDHHS). The agreement for the delivery of public health services under the Comprehensive Agreement is the principal mechanism for clarifying the roles and responsibilities of the state and local governments. The agreement serves as a vehicle for accepting slightly more than \$6.1 million in state and federal grant and formula funding to support a number of public health services. The time period of the agreement is October 1, 2019 through September 30, 2020.

**4c. Health Department – Resolution to Enter Agreement with Cure Violence Global**

This resolution authorizes an agreement with Cure Violence Global for a Cure Violence Assessment Visit provided by the Cure Violence Training and Technical Assistance (TTA) Team in an amount totaling \$7,500 effective August 1, 2019 through June 30, 2020. Costs associated with this agreement will be funded with \$3,000 from the Invest Health Field Building grant from The Reinvestment Fund and with \$4,500 from the ICHD Health Equity and Social Justice contractual services line item.

**4d. Health Department – Resolution to Authorize an Agreement with Redhead Design Studio for the Development of a Mass Media Campaign to Reduce HIV Stigma**

This resolution authorizes an agreement with Redhead Design Studio for the development of an HIV anti-stigma mass media campaign in an amount not to exceed \$34,000 effective August 1, 2019 through September 30, 2019. Funding will come from the HIV Care Coordination Grant.

**4e. Health Department – Resolution to Authorize an Agreement with KAC Consulting, LLC for the Evaluation of a Mass Media Campaign**

This resolution agreement with KAC Consulting, LLC for the period of August 1, 2019 through September 30, 2021 in an amount not to exceed \$13,500 for the evaluation of an HIV anti-stigma mass media campaign. Funding will come from the HIV Care Coordination Grant.

**4f. Health Department – Resolution to Authorize an Agreement with Various Vendors for a Medical Marijuana Public Education Campaign**

This resolution authorizes agreements with the following vendors for the period of August 1, 2019 through September 15, 2019 in an amount not to exceed \$35,326 for total advertising and printing costs associated with an education, communication and outreach campaign regarding the Michigan Medical Marijuana Act.

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

Funding for these agreements will come from the LARA grant.

**4g. Health Department – Resolution to Authorize an Agreement with MVN (Motor Vehicle Network)**

This resolution authorizes an agreement with MVN for the period of August 1, 2019 through July 31, 2020 in an amount not to exceed \$7,800 for advertisement/public service announcements regarding the Michigan Medical Marihuana Act and other public health initiatives. Funding for this agreement has been included in the Health Department's 2020 budget request.

**4h. Health Department – Resolution to Authorize an Agreement with Continental Canteen**

This resolution is an agreement with Continental Canteen to provide vending services to Forest Community Health Center (FCHC) effective August 1, 2019 through July 31, 2022. The agreement will continue with one year automatic renewals. Continental Canteen has agreed to furnish, install, maintain, supply, and remove vending machines from FCHC and will pay ICHD a commission rate of 5% on net sales from coffee, cold beverage, snacks, candy, gum, mints, and glass-front beverage items.

**4i. Health Department – Resolution to Authorize an Agreement with Michigan State University College of Nursing for Pediatric Nurse Practitioner Services**

This resolution authorizes an agreement with Michigan State University's College of Nursing (MSU CON), to provide a pediatric nurse practitioner (NP) at the Willow Community Health Center, to be paid no more than \$31,467.32 a year, effective September 1, 2019 through August 31, 2020. Costs of this agreement will be covered through billable services.

**4j. Health Department – Resolution to Authorize an Agreement with Zoom Video Communications**

This resolution authorizes an agreement with Zoom Video Communications to support Telepsych services for the Forest Community Health Center (FCHC), Ryan White programs, ICHD, and HIV Care Coordination, effective May 21, 2019 through November 7, 2020 in an amount not to exceed \$5,172.89. Funding is available through the HIV Care Coordination Grant.

**4k. Health Department – Resolution to Authorize Extended Cooperative Operational Agreement with the Ingham Community Health Center Board of Directors**

This resolution extends the Cooperative Operational Agreement with the Ingham Community Health Center Board of Directors for one year.

**5. Circuit Court – Resolution to Authorize a New Contract with MGT of America Consulting, LLC for the Preparation of a County Wide Cost Allocation Plan**

The Friend of the Court and Ingham County Health Department receive grant funding, which allows for the indirect recovery of costs incurred by other Ingham County agencies supporting their operations through a Cost Allocation Plan. The current Cost Allocation Plan is in need of revision to ensure that the County continues to receive the maximum allowable reimbursement for indirect costs. The Friend of the Court seeks approval of a resolution to enter into a contract with MGT to prepare a Cost Allocation Plan for the years 2018, 2019, and 2020, to be recovered in 2020, 2021, and 2022, respectively, at an annual cost not to exceed \$12,000.

**6a. Innovation and Technology Department – Resolution to Revise the Ingham County Cell Phone Policy**

Ingham County policies addressing cell phone usage and electronic features on telecommunications devices are quite dated and in need of revision to reflect contemporary usage and technologies. The Innovation and Technology Department prepared a draft policy for review by County attorneys, Department heads, Union representatives, and Elected Officials. Changes encompassed in the new policy include:

- Updated to reflect the status of Court employees and FOIA statutes.
- Updated to allow departments to manage their own cell phone plans/ordering/invoices – IT still collects phones after upgrades and/or returns for security.
- Updated to remove the charge for personal use of County cell phone, new plans have unlimited calls and texting and removes need to administer from our HR and Financial Services staff. Abuse will be handled as an employee performance issue as there are no additional costs incurred from additional usage.
- Note – collecting for damages to phone is at the discretion of the department head.
- Note – misuse of cell phones is still subject to normal employee discipline as always.

The Innovation and Technology Department recommends approval of a resolution to combine the two existing policies into a single new policy with the proposed changes.

**6b. Innovation and Technology Department – Resolution to Approve a Change in the Outbound Access Number for County Phone System (Discussion)**

Users of the Ingham County digital phone system are required to dial “9” in order to reach an outside line. Long-distance calls require users to then dial “1,” followed by an area code and telephone number. This dialing sequence sometimes results in a user inadvertently dialing “9-1-1” which automatically routes the call to the emergency dispatch center. If that call is terminated without the caller stating “9-1-1” was dialed by mistake, first responders are dispatched to make the caller was not experiencing a true emergency.

A technological solution to this dilemma is available through phone system reprogramming to assign a number other than “9” to obtain an outbound line. The number with the least impact is “5,” however this change would require assignment of a new number to approximately 30 phones with an extension that starts with “5.” This is a low-cost solution amounting to approximately \$1,600, but would require all users to adjust to dialing a new outside-line access number.

The Interim 9-1-1 Central Dispatch Director researched instances of 9-1-1 calls originating from County facilities over a recent six-month timeframe. Slightly more than half of the 402 calls to 9-1-1 were determined to be legitimate emergency or business-related calls. Of the remaining 199 calls, 149 originated from phones accessible to the public. The Interim Director concluded that 50 calls were actually misdialled within the timeframe, and that number was consistent with other similarly-sized organizations.



The Innovation and Technology Department seeks guidance from the County Services Committee on the next logical step. The Department has concluded that technology and cost are not significant factors, but changing the outside line access number from “9” to “5” will impact all users. A draft resolution is provided for consideration should the Committee and Board of Commissioners decide to proceed with the change.

**7a. Road Department – Resolution to Approve Local Road Agreements with Ingham, Locke, Onondaga, and White Oak Townships**

The Road Department recommends approval of a resolution to approve local road agreements with three municipalities. Road Department match amounts totaling \$133,200 are included in the adopted 2019 road fund budget. Projects included are as follows:

<u>Township</u>	<u>2019 Road Department Match</u>	<u>Project</u>
Onondaga	\$33,300	<u>Ferris Road</u> from Onondaga Road to Gale Road – One mile, full cap paving
		<u>Kinneville Road</u> from Edgar Road to Byrum Road – One mile, full cap paving
Ingham	\$33,300	<u>Clark Road</u> from Dexter Trail to M-36 – Two miles, full cap paving
Locke	\$33,300	<u>Sherwood Road</u> from M-52 to Morrice Road – 2½ miles, full cap paving
		<u>Sherwood Road</u> from Morrice Road to Herrington Road – One mile, skip paving where necessary prior to skip paving
		<u>Searls Road</u> from Columbia Road to Howell Road – 1 mile, full asphalt cap
White Oak	\$33,300	<u>Iosco Road</u> from M-52 to Searls Road – Skip paving between prior paving
		<u>Cooper Road</u> from M-52 to Brogan Road – 4,300 feet, Complete full cap on two ends
		<u>Swan Road</u> east of Burden-Brogan Roads – skip paving to remainder of budget

**7b. Road Department – Resolution to Execute Waterborne Centerline Pavement Marking Agreements with the City of Leslie, City of Mason, City of Williamston, and the Village of Webberville**

The Road Department annually refreshes centerline (yellow) and edgeline (white) paint on primary roads in the County. Similarly, the Department biannually refreshes centerline and edgeline paint on selected local roads in the County. The Road Department also invites the City of Leslie, City of Mason, City of Williamston, and the Village of Webberville to participate in the program provided that they pay all costs for the work performed on the roads within their respective jurisdictions. The Road Department recommends including Leslie, Mason, Williamston and Webberville in the pavement marking project for 2019 at a total cost not to exceed \$7,247.09.

**7c. Road Department – Resolution to Update the Ingham County Road Department Permit Fee Structure**

The Road Department permit fee structure has not been updated since 2006, with the exception of 2014, when the culvert installation fees were updated. The Department recommends approval of a new fee structure designed to recover actual staff costs. Most fees would not change under the proposed structure, but fees for residential driveway culvert installation and engineering review/inspection were found to be significantly deficient. A resolution is offered to approve the new fee schedule.

**7d. Road Department – Resolution to Retain As-Needed Engineering Design Services for 2019-2021**

The Road Department occasionally requires assistance from private engineering firms for project-related data collection, design or document preparation required to meet funding deadlines. A resolution is offered to authorize the Department to retain the services of five firms to provide the requested as-needed engineering design services for 2019-2021:

- Fishbeck, Thompson, Carr & Huber, Inc.
- DLZ Michigan, Inc.
- RS Engineering, LLC
- Bergmann Associates
- Williams & Works

Each of these firms have obtained “prequalified” status from the Michigan Department of Transportation.

**8. Facilities Department – Resolution to Authorize an Agreement with Safety Systems Inc. for Installation of an Additional Temperature Sensor and for Annual Alarm Monitoring Services at the Human Services Building**

An additional temperature sensor is needed for a refrigerator used to store immunization vaccines in the Health Department Women’s Health clinic. The temperature sensor will trigger an alarm to notify personnel of potential problems maintaining an adequate temperature for vaccine storage. The Facilities Department seeks authorization to continue sensor monitoring services through Safety Systems at an annual cost not to exceed \$7,020, with increases not exceed 1% for the subsequence two years.

**9. Controller/Administrator’s Office – Resolution to Authorize Budget Adjustments for 2019 based on the Annual Evaluation of the County’s Financial Reserve Policy**

This resolution authorizes a transfer of \$800,000 from the General Fund unassigned balance to the Public Improvements Fund in order to provide adequate funds for infrastructure maintenance and improvements. After review of Ingham County’s Financial Reserve Policy and a review by the Controller’s Office, based on 2018 year end balances, this report with this recommendation is given to the Finance Committee.

## **Agenda Item 1**

**TO:** Law & Courts & Finance Committees

**FROM:** Andrew Bouck, Undersheriff

**DATE:** June 25, 2019

**RE:** Village of Webberville Law Enforcement Services Agreement 2020 - 2023

Attached is a proposed resolution for a new (continuation of services) Law Enforcement Services Agreement with the Village of Webberville. This contract will cover the time period beginning January 1, 2020 through December 31, 2023.

The Sheriff's Office has been providing law enforcement service to the Village of Webberville since 1994. Previous to that, the Village employed their own police department. The proposed contract calls for a continuation of the service presently provided by the Sheriff, which is 80 hours of police service per week. That service currently provides 7 days week coverage, with 10 hour shifts on 6 days and 2, 10 hour shifts on one day. An office is maintained in the Village of Webberville, identified as the Sheriff's Webberville Office and a Sheriff's fully marked patrol vehicle is permanently assigned to the Village.

The Village Council expressed an interest in a four year contract, with the cost for each individual year. The Village Council acknowledges that they or the County have the ability to cancel the contract with 180 day notice.

The Village Council approved the agreement as drafted at their June 11, 2019 Village Council Meeting.

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

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

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

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

Four year total: \$1,254,681.00

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

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

**TO:** Law & Courts and Finance Committees

**FROM:** Teri Morton, Deputy Controller

**DATE:** June 27, 2019

**SUBJECT:** Resolution to Adopt the 2020 Juvenile Justice Community Agency Process Calendar

For the meeting agendas of Law & Courts July 11 and Finance July 17

---

**BACKGROUND**

This resolution would authorize the adoption of the attached 2020 Juvenile Justice Community Agency Process calendar to establish time lines and a budgeted amount for the process. The Board of Commissioners has reserved a portion of the Juvenile Justice Millage annually to enable this grant process. This process partners with local agencies to provide some preventive services to eligible at-risk county youth outside the formal judicial process to help reduce the Court's formal dockets.

**ALTERNATIVES**

This is a discretionary program and is not required.

**FINANCIAL IMPACT**

The Board of Commissioners has traditionally funded this program at \$100,000 annually from the Juvenile Justice Millage proceeds. The 2018 year end unaudited fund balance is \$2,350,695 for the Juvenile Justice Millage Fund.

**OTHER CONSIDERATIONS**

Grant awards for 2020 were in the amount of \$122,214:

- Child and Family Charities – Nexus Program           \$ 39,600
- Child and Family Charities - Teen Court               \$ 26,114
- Resolution Services Center of Central Michigan       \$ 37,500
- Small Talk Children's Assessment Center             \$ 19,000

**RECOMMENDATION**

I recommend approval of the attached resolution after the Board of Commissioners establishes an amount for the 2020 Juvenile Justice Millage Community Agency Process along with the attached calendar.

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

## 2020 JUVENILE JUSTICE COMMUNITY AGENCY PROCESS CALENDAR

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

**TO:** Board of Commissioners Human Services & Finance Committees  
**FROM:** Tim Morgan, Parks Director  
**DATE:** June 26, 2019  
**SUBJECT:** Contract with L. J. Trumble Builders, LLC.  
For the meeting agenda of 7/15/19 Human Services and 7/17/19 Finance

---

**BACKGROUND**

The Parks Department owns and maintains the buildings at Hawk Island. The Ingham County Parks Department has a roof replacement plan in place to ensure routine replacement of building roofs. The Purchasing Department solicited proposals from qualified and experienced roofing contractors to enter into a contract for the purpose of supplying and installing a standing seam metal roof on the Red Tail Shelter building at Hawk Island.

**ALTERNATIVES**

The Red Tail Shelter roof is in need of replacement. Failure to address this could result in damage to the building and contents within.

**FINANCIAL IMPACT**

The bids were evaluated by the Purchasing Department, and it is their recommendation, with the concurrence of Parks Department staff, to award the contract to L. J. Trumble Builders, LLC. for the base bid in the amount of \$91,500, and a contingency not to exceed 10% or \$9,150, for a total amount not to exceed of \$100,650.

There is \$62,295 available in line item # 228-75999-978000-9P21 for the project.

In order to complete this project, the Parks Department is requesting a transfer of \$38,355 from the attrition savings from the vacancies of the Assistant Park Managers into line item # 228-75999-978000-9P21 to cover the remaining cost.

**STRATEGIC PLANNING IMPACT**

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

**OTHER CONSIDERATIONS**

The Ingham County Park Commission supported this resolution at their June 24, 2019 meeting.

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution authorizing Ingham County enter into a contract with L. J. Trumble Builders, LLC.



### Agenda Item 3a

TO: Tim Morgan, Parks Director

FROM: James Hudgins, Director of Purchasing

DATE: May 17, 2019

RE: Memorandum of Performance for RFP No. 118-19 Supplying and Installing Standing Seam Metal Roof

Per your request, the Purchasing Department sought proposals from qualified and experienced vendors to enter into a contract for the purpose of supplying and installing a standing seam metal roof on the Red Tail Shelter building at the Hawk Island County Park.

The scope of work includes, but is not limited to, acquiring all necessary permits, supplying all material and labor for the preparation and installation of a new metal roof with eaves troughs. Contractor will environmentally dispose of all tear-off waste, as well as, repair and/or replace any damage to turf, trees, or park facilities.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to propose	43	13
Vendors responding	2	1

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 [jhudgins@ingham.org](mailto:jhudgins@ingham.org) or by phone at 676-7309.*

## SUMMARY OF VENDORS' COSTS

Vendor Name	Local Pref	Red Tail Shelter (Hawk Island)  Total Bid	Replace OSB Sheathing (Min. 7/16" thick), If Necessary  Cost/SF	Gage of Metal Roofing
HYTEK General Contracting Inc.	No, Chicago IL	\$91,500.00	\$2.50	26 Gage
LJ Trumble Builders LLC	Yes, Lansing MI	\$93,500.00	\$5.00	26 Gage

- L.J. Trumble Builders LLC, a local vendor, is within 10% of the lowest responsive bid, and was given the opportunity to match the lowest bid. L.J. Trumble Builders LLC agreed to match the lowest bid.

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

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

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

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

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

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

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

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

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

**TO:** Board of Commissioners Human Services & Finance Committees  
**FROM:** Tim Morgan, Parks Director  
**DATE:** July 1, 2019  
**SUBJECT:** Prime Professional Services for Lake Lansing South and Burchfield Park Improvements  
For the meeting agenda of 7/15/19 Human Services and 7/17/19 Finance Committee

---

### **BACKGROUND**

The county has received notice of grant awards for a 2018 Michigan Natural Resource Trust Fund Grant from the Michigan Department of Natural Resources for improvements at Lake Lansing South and a 2018 Land and Water Conservation Fund Grant for improvements at Burchfield Park.

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

The project at Lake Lansing South Park will replace the boating/fishing pier and provide improved ADA access to the park. The project at Burchfield Park will provide accessibility improvements throughout the park. These improvements will include paved parking spaces and paved walkways to connect facilities within the park for people of all abilities. The project will also include restroom improvements for accessibility and an accessible canoe/kayak launch along the Grand River. The prime professional will provide all planning services necessary for the design and construction of the projects.

### **ALTERNATIVES**

This project is to make Lake Lansing South and Burchfield Park more accessible and user friendly to the whole population. The developments will benefit the community and increase the use of the facility.

### **FINANCIAL IMPACT**

The contract with ROWE Professional Services Company is for a total amount not to exceed \$73,800 as specified below:

<b><u>Task</u></b>	<b><u>Fee</u></b>
<b>Lake Lansing South:</b>	
Survey	\$5,200
Geotechnical	\$2,000
Design	\$21,300
Construction	\$6,500
TOTAL for Lake Lansing South	\$35,000 not to exceed
<b>Burchfield:</b>	
Survey	\$8,000
Design	\$27,000
Construction	\$10,200
TOTAL for Burchfield	\$45,200 not to exceed

The vendor is providing a discount in the amount of \$6,400 for performing both projects, for a total contract amount not to exceed \$73,800 (\$31,800 total not to exceed for Lake Lansing South Park and \$42,000 total not to exceed for Burchfield Park).

#### **STRATEGIC PLANNING IMPACT**

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

#### **OTHER CONSIDERATIONS**

The Parks & Recreation Commission supported this resolution with the passage of a resolution at their June 24, 2019 meeting.

#### **RECOMMENDATION**

Based on the information presented, I respectfully recommend the resolution authorizing a contract with ROWE Professional Services Company be approved.

## Agenda Item 3b

TO: Tim Morgan, Parks Director

FROM: James Hudgins, Director of Purchasing

DATE: May 15, 2019

RE: Memorandum of Performance for RFP No. 90-19 Prime Professional Services for Lake Lansing South Park (Michigan Natural Resources Trust Fund) and Burchfield Park (Land and Water Conservation Fund) Improvements

Per your request, the Purchasing Department sought proposals from registered architects, professional engineers and/or landscape architects for the purpose of entering into a contract to provide prime professional services for the Lake Lansing South Park and Burchfield Park improvement projects for the Ingham County Parks Department. The Prime Professional must be registered in Michigan.

Lake Lansing South Park: The proposed project will replace the boating/fishing pier and provide improved ADA access to the park with accessible paved parking and improved walkways.

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

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to propose	129	37
Vendors responding	7	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 [jhudgins@ingham.org](mailto:jhudgins@ingham.org) or by phone at 676-7309.*

## SUMMARY OF VENDORS' COSTS

Vendor Name	Local Pref	Add's	Burchfield Not to Exceed	Lake Lansing South Not to Exceed	Burchfied & LL South Not to Exceed
Rowe Professional Services Co.	No, Flint MI	Yes	\$45,200.00	\$21,600.00	\$66,800.00
OCBA Landscape Architects	No, Kalamazoo MI	Yes	\$66,900.00	\$25,600.00	\$92,500.00
Landscape Architects and Planners (LAP)	Yes, Lansing MI	Yes	\$47,950.00	\$46,085.00	\$94,035.00
Fleis & Vandenbring	No, Grand Rapids MI	Yes	\$64,755.00	\$55,750.00	\$120,505.00
Spicer Group	Yes, Lansing MI	Yes	\$70,600.00	\$63,200.00	\$133,800.00
Edgewater Resources	No, St. Joseph MI	Yes	\$75,877.20	\$73,755.80	\$149,633.00
williams & works	No, Grand Rapids MI	Yes	\$85,995.00	\$73,680.00	\$159,675.00

INGHAM COUNTY PURCHASING DEPARTMENT  
RECORD OF BID/PROPOSAL OPENING & POST BID ADDENDUM NO. 1

PACKET #90-19 Prime Professional Services

Vendor Name	Local Preference	Burchfield Not to Exceed	Lake Lansing South Not to Exceed	Dock Type	Burchfield & LL South Not to Exceed	Costs with Discount Burchfield & LL South	Additional Topo Charges +	Burchfield & LL South with Added Topo Not to Exceed	Time Stamp
Rowe Professional Services Co.	No, Flint	\$45,200.00	\$21,600.00	Floating	\$66,800.00	\$60,400.00			05/14/19 AM 11:38 PUR
Post Bid No. 1		\$35,000.00	\$45,200.00	Permanent	\$80,200.00	\$73,800.00			06/20/19 PM 4:40
OCBA Landscape Architects	No, Kalamazoo	\$66,900.00	\$25,600.00	Permanent	\$92,500.00				05/14/19 AM 11:38 PUR
Post Bid No. 1		No change	No change	Floating	No change	No Discount	\$7,800.00	\$100,300.00	06/21/19 AM 9:31
Williams & works	No, Grand Rapids	\$85,995.00	\$73,680.00	Permanent	\$159,675.00				05/15/19 AM 9:37 PUR
Post Bid No. 1		No change	\$43,780.00	Floating	\$129,775.00	No Discount			06/20/19 AM 10:57
Edgewater Resources	No, St. Joseph	\$75,877.20	\$73,755.80	Permanent	\$149,633.00				05/15/19 AM 9:39 PUR
Post Bid No. 1		\$73,242.11	\$71,405.57	Floating	\$119,647.68	No Discount			06/20/19 PM 4:16
Landscape Architects and Planners (L)	Yes, Lansing	\$47,950.00	\$46,085.00	Permanent	\$94,035.00				05/15/19 AM 10:13 PUR
Post Bid No. 1		No change	\$26,200.00	Floating	\$74,150.00	\$70,443.00			06/21/19 AM 9:42
Spicer Group	Yes, Lansing	\$70,600.00	\$63,200.00	Permanent	\$133,800.00				05/15/19 AM 10:51 PUR
Post Bid No. 1		No change	\$42,800.00	Floating	\$113,400.00	\$110,400.00			06/21/19 AM 9:09
Fleis & Vandenbrink	No, Grand Rapids	\$64,755.00	\$55,750.00	Permanent	\$120,505.00	\$115,500.00			05/15/19 AM 10:52 PUR
Post Bid No. 1		No Change	No Change	Floating		No change - Original was discounted.			06/21/19 AM 9:50

Recorder: Julie Buckmaster

Witness: James Hudgins



Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**TO:** Board of Commissioners Human Services & Finance Committees  
**FROM:** Melissa Buzzard, Trails and Parks Millage Coordinator  
**DATE:** July 2, 2019  
**SUBJECT:** Amendment to Resolution #19-047  
For the meeting agenda of 7/15/19 Human Services and 7/17/19 Finance

---

**BACKGROUND**

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

Resolution 19-284 amended the scope to fit the awarded amount of \$1,000,000 due to Delhi Township originally requesting \$3,543,380.00 and their scope of work was based off of this figure. The Township would like the funding to be split between 2019 and 2020 so that they may start work in 2019. The County attorney informed the Parks Department that the contract itself did not need amending to adjust the funding year but the original resolution that awarded the contract, which is #19-047.

**ALTERNATIVES**

If the funding is not split between 2019 and 2020 and stays completely in 2020, the project will be delayed until January of 2020.

**FINANCIAL IMPACT**

No additional funds past the originally allocated \$1,000,000.00 is being requested.

**STRATEGIC PLANNING IMPACT**

This resolution supports the overarching long-term objective of striving to make facilities and services user-friendly, specifically Section A. 1(f) - Maintain and improve existing parkland, facilities and features, 1(g) - Work to improve accessibility for visitors of all ages and abilities and 1(h) - Enhance existing trails and blueways, and develop new multi-use trails and blueways, that connect parks with recreational, residential, cultural and business centers throughout Ingham County.

**OTHER CONSIDERATIONS**

N/A.

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the resolution authorizing an amendment to Resolution #19-047.

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE AN AMENDMENT TO RESOLUTION #19-047**

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

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

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

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

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

BE IT FURTHER RESOLVED, that all other terms and conditions of these Agreements shall remain unchanged.

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

**TO:** Board of Commissioners Human Services, County Services, and Finance Committees  
**FROM:** Linda S. Vail, Health Officer  
**DATE:** June 25<sup>h</sup>, 2019  
**SUBJECT:** FY 19 State of Michigan Comprehensive Agreement Amendment # 4  
For the meeting agendas of July 15th, 2019 and July 17th, 2019

---

**BACKGROUND**

Ingham County Health Department (ICHD) wishes to amend (Amendment #4) the 2018-2019 Comprehensive Agreement with the Michigan Department of Health & Human Services (MDHHS) by increasing funding by \$125,397 and by establishing a .50 FTE Community Health Worker to work in the STD Specialty Services program effective October 1, 2018 through September 30, 2019. ICHD currently receives funding from Michigan Department of Health and Human Services (MDHHS) via the Comprehensive Agreement. The Comprehensive Agreement is the annual process whereby MDHHS transmits State and Federal Funds to Ingham County to support public health programs. The Board of Commissioners (BOC) authorized the 2018-2019 Comprehensive Agreement through Resolution #18-351 and Amendment # 1 through Resolution # 18-470 and Amendment # 2 through Resolution # 19-050 and Amendment # 3 through Resolution # 19-149.

**ALTERNATIVES**

There are no alternatives.

**FINANCIAL IMPACT**

The financial impact of this amendment will increase the agreement for Comprehensive Local Health Services from \$5,686,220 to \$5,811,617, an increase of \$125,397. The amendment makes the following specific changes in the budget;

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

**STRATEGIC PLANNING IMPACT**

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

**OTHER CONSIDERATIONS**

There are no other considerations.

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to support Amendment # 4 with Michigan Department of Health & Human Services (MDHSS) effective October 1, 2018 through September 30, 2019.

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

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

WHEREAS, MDHHS and ICHD have entered into a 2018-2019 Comprehensive Agreement authorized in Resolution #18-351 and Amendment # 1 in Resolution #18-470 and Amendment # 2 in Resolution # 19-050 and Amendment # 3 in Resolution # 19-149; and

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

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

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

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

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

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

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

Family Planning Services: increase of \$15,000 from \$289,223 to \$304,223

Epidemiology & Laboratory Capacity: increase of \$20,000 from \$0 to \$20,000

Regional Perinatal Care System: increase of \$3,000 from \$0 to \$3,000

STD Specialty Services: increase of \$50,000 from \$0 to \$50,000

Public Health Emergency Preparedness (7/01/19 – 9/30/19): increase of \$37,397 from \$0 to \$37,397

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

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

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

**TO:** Board of Commissioners Human Services and Finance Committees  
**FROM:** Linda S. Vail, MPA, Health Officer  
**DATE:** June 24th, 2019  
**SUBJECT:** FY 20 State of Michigan Comprehensive Agreement  
For the meeting agendas of July 15th, 2019 and July 17th, 2019

---

**BACKGROUND**

The Ingham County Health Department (ICHD) currently receives funding from the Michigan Department of Health and Human Services (MDHHS) via the Comprehensive Agreement. The agreement for the delivery of public health services under the Comprehensive Agreement is the principal mechanism for clarifying the roles and responsibilities of the state and local governments. The agreement serves as a vehicle for accepting slightly more than \$6.1 million in state and federal grant and formula funding to support a number of public health services. The public health services to be delivered under this agreement include Essential Local Public Health Operations and categorical programs including:

AIDS/HIV Prevention and Care	Lead Safe Homes
Bioterrorism Emergency Preparedness	Maternal & Child Health Programs
Breast & Cervical Cancer Control Navigation Program	Tobacco Reduction
Children Special Health Care Services	Tuberculosis Control
Communicable Disease Prevention	Sexually Transmitted Disease Ctrl
Family Planning	Vision & Hearing Screening
Food Vendors and Restaurant Inspections	The WIC Program
Immunizations	

**ALTERNATIVES**

There are no alternatives.

**FINANCIAL IMPACT**

The grant amounts, detailed in the agreement, are included in the proposed FY 20 Health Department budget.

**STRATEGIC PLANNING IMPACT**

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

**OTHER CONSIDERATIONS**

The resolution also authorizes subcontracts in the Breast and Cervical Cancer Control Navigation Program and Nurse Family Partnership programs. The resolution includes authorization for a number of service contracts to perform outreach activities to potential and current Medicaid beneficiaries in the following categories:

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



**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to support this agreement with Michigan Department of Health & Human Services (MDHSS) effective October 1, 2019 through September 30, 2020.

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**TO:** Board of Commissioners Human Services and Finance Committees  
**FROM:** Linda S. Vail, MPA, Health Officer  
**DATE:** June 26, 2019  
**SUBJECT:** Agreement with Cure Violence Global  
For the meeting agendas of July 15, 2019 and July 17, 2019

---

**BACKGROUND**

Ingham County Health Department (ICHD) wishes to enter into an agreement with Cure Violence Global for a Cure Violence Assessment Visit provided by the Cure Violence Training and Technical Assistance (TTA) Team in an amount totaling \$7,500 effective August 1, 2019 through June 30, 2020. This team conducts assessment visits with interested communities that have demonstrated necessary buy-in from essential stakeholders and leadership. ICHD leadership has garnered buy-in to explore the Cure Violence approach to violence prevention with more than a dozen essential stakeholders and leaders including Lansing Mayor Andy Schor, Lansing Police Chief Mike Yankowski, Ingham County Prosecutor Carol Siemon, Lansing School District Director of School Culture Carlin Tichenor, Sparrow Health System Vice President Patrick Brillantes, and key community-based leaders and partners.

Because violence prevention strategies were included in the 2017 Ingham County Community Health Improvement Plan, ICHD produced a *Violence Prevention in Ingham County* fact sheet in 2018 documenting the evidence base for violence prevention as an economic mobility strategy and also citing health inequities surrounding violence. Following on the successful work of the initial Lansing Invest Health Team (LIHT) Initiative, LIHT is continuing with their goal to implement equity impact investments and develop financeable environment projects focused on increasing health equity. Entering into an agreement with Cure Violence Global will familiarize ICHD with the Cure Violence Model while determining potential target areas, partnerships, workers, and potential program structure for future implementation.

**ALTERNATIVES**

There are no alternatives.

**FINANCIAL IMPACT**

Costs associated with this agreement will be funded with \$3,000 from the Invest Health Field Building grant from The Reinvestment Fund and with \$4,500 from the ICHD Health Equity and Social Justice contractual services line item.

**STRATEGIC PLANNING IMPACT**

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

**OTHER CONSIDERATIONS**

There are no other considerations.

**RECOMMENDATION**

Based upon the information presented, I respectfully recommend approval of the attached resolution to enter an agreement with Cure Violence Global in the amount of \$7,500 effective from August 1, 2019 through June 30, 2020.

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO ENTER AGREEMENT WITH CURE VIOLENCE GLOBAL**

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

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

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

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

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

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

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

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

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

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

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

**TO:** Board of Commissioners Human Services and Finance Committees  
**FROM:** Linda S. Vail, MPA, Health Officer  
**DATE:** June 27, 2019  
**SUBJECT:** Resolution to Enter into Agreement with Redhead Design Studio for Development of a Mass Media Campaign  
For meeting agendas July 15, 2019 and July 17, 2019

---

**BACKGROUND**

Ingham County Health Department wishes to enter into an agreement with Red-head Design Studio for the development of an HIV anti-stigma mass media campaign in an amount not to exceed \$34,000 effective August 1, 2019 through September 30, 2019. ICHD was awarded an HIV Care Coordination grant by the Michigan Department of Health and Human Services effective October 1, 2018-September 30, 2021. The state has agreed to allow ICHD to allocate up to \$38,800 of the Year 1 funding to the development of a campaign to reduce community-level HIV stigma and stigma experienced by people living with HIV.

**ALTERNATIVES**

ICHD issued a request for proposals (RFP) for this project and selected Redhead Design Studio based upon: capability and experience, work plan and timeline, and budget/relevance to scope of work.

**FINANCIAL IMPACT**

The amount of this agreement will not exceed \$34,000. These funds will come from the HIV Care Coordination grant.

**STRATEGIC PLANNING IMPACT**

This resolution supports the overarching long-term objectives to “Expand programming to identify and address the prevalence of STDs in the community, particularly HIV/AIDS,” and “Secure funding for mass media campaign around education, prevention, and treatment of HIV and STIs,” respectively sections A.1(d) and B.1(b) of the Action Plan.

**OTHER CONSIDERATIONS**

There are no other considerations

**RECOMMENDATION**

Based on the information presented, I respectfully recommend that the Board of Commissioners approve the attached form authorizing an agreement with Redhead Design Studio for the development of an HIV anti-stigma mass media campaign in an amount not to exceed \$34,000 effective August 1, 2019 through September 30, 2019.

## Agenda Item 4d

TO: Linda Vail, Ingham County Health Officer

FROM: James Hudgins, Director of Purchasing

DATE: June 28, 2019

RE: Memorandum of Performance for RFP No. 145-19 HIV Anti-Stigma Campaign

Per your request, the Purchasing Department sought proposals from qualified and experienced vendors to enter into a contractual relationship in order to develop, test and execute a comprehensive HIV Anti-Stigma campaign.

The scope of work includes, but is not limited to, review of the initial baseline evaluation data provided by the Ingham County Health Department (ICHHD); develop and deliver key test messages and two rough campaign concepts; build a campaign concept based on focus group results; and, provide deliverables that may include short videos, billboard art, radio scripts, social media messages, and print items such as posters and postcards.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to propose	18	11
Vendors responding	3	3

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

Vendor Name	Local Pref	Cost
Redhead Design Studio Inc.	Yes, Lansing	\$34,000.00
Motion Marketing & Media	Yes, Lansing	\$34,000.00
Edge Partnerships LLC	Yes, Lansing	\$34,000.00

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

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

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

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

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

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

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

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

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

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

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



**TO:** Board of Commissioners Human Services and Finance Committees  
**FROM:** Linda S. Vail, MPA, Health Officer  
**DATE:** June 27, 2019  
**SUBJECT:** Resolution to Enter into Agreement with KAC Consulting, LLC for the Evaluation of a Mass Media Campaign  
For meeting agendas of July 15, 2019 and July 17, 2019

---

**BACKGROUND**

Ingham County Health Department (ICHHD) wishes to enter into an agreement with KAC Consulting, LLC for the period of August 1, 2019 through September 30, 2021 in an amount not to exceed \$13,500 for the evaluation of an HIV anti-stigma mass media campaign. ICHHD was awarded an HIV Care Coordination grant by the Michigan Department of Health and Human Services effective October 1, 2018-September 30, 2021. The state has agreed to allow ICHHD to allocate approximately \$38,800 each year to support a campaign to reduce community-level HIV stigma and stigma experienced by people living with HIV. The campaign requires evaluation which includes establishing baseline stigma levels, ongoing data collection, annual evaluation, and a summative report.

**ALTERNATIVES**

There are no alternatives.

**FINANCIAL IMPACT**

The amount of this agreement will not exceed \$13,500 over the contract period. These funds will come from the HIV Care Coordination grant.

**STRATEGIC PLANNING IMPACT**

This resolution supports the overarching long-term objectives to “Expand programming to identify and address the prevalence of STDs in the community, particularly HIV/AIDS,” and “Secure funding for mass media campaign around education, prevention, and treatment of HIV and STIs,” respectively sections A.1(d) and B.1(b) of the Action Plan.

**OTHER CONSIDERATIONS**

There are no other considerations.

**RECOMMENDATION**

Based on the information presented, I respectfully recommend that the Board of Commissioners approves entering into an agreement with KAC Consulting, LLC for the period of August 1, 2019 through September 30, 2021 in an amount not to exceed \$13,500 for the evaluation of an HIV anti-stigma mass media campaign.

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

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

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

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

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

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

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

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

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

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

**TO:** Board of Commissioners Human Services and Finance Committees  
**FROM:** Linda S. Vail, MPA, Health Officer  
**DATE:** June 27, 2019  
**SUBJECT:** Resolution to Enter into Agreements with Various Vendors for a Medical Marihuana Public Education Campaign  
For meeting agendas July 15, 2019 and July 17, 2019

---

### **BACKGROUND**

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

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

ICHD was awarded a grant from the State of Michigan Department of Licensing and Regulatory Affairs (LARA) for education, communication and outreach regarding the Michigan Medical Marihuana Act in an amount totaling \$103,621 effective January 1, 2019 through September 15, 2019. Public Act 2017 of 2018 section 901 directs funds appropriated for grants in the Michigan Medical Marihuana Act, MCL 333.26421 to counties for education and outreach relating to the Michigan medical marihuana program. The grant proposal included a budget that allotted \$35,326 to be spent on advertising and printing.

### **ALTERNATIVES**

There are no alternatives.

### **FINANCIAL IMPACT**

Total advertising expenditures will not exceed \$35,326. These funds will come from the LARA grant (Account number: 01119).

### **STRATEGIC PLANNING IMPACT**

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

### **OTHER CONSIDERATIONS**

There are no other considerations.

## **RECOMMENDATION**

Based on the information presented, I respectfully recommend that the Board of Commissioners approve the attached form authorizing agreements with the following vendors for the period of August 1, 2019 through September 15, 2019 in an amount not to exceed \$35,326 for total advertising and printing costs associated with an education, communication and outreach campaign regarding the Michigan Medical Marihuana Act.

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

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**TO:** Board of Commissioners Human Services and Finance Committees  
**FROM:** Linda S. Vail, MPA, Health Officer  
**DATE:** June 27, 2019  
**SUBJECT:** Resolution to Enter into Agreement with MVN (Motor Vehicle Network) for Michigan Medical Marihuana Education, Communication & Outreach  
For meeting agendas July 15, 2019 and July 17, 2019

---

**BACKGROUND**

Ingham County Health Department (ICHD) wishes to enter into an agreement with MVN for the period of August 1, 2019 through July 31, 2020 in an amount not to exceed \$7,800 for advertisement and public service announcements regarding the Michigan Medical Marihuana Act and other public health initiatives. ICHD was awarded a grant from the State of Michigan Department of Licensing and Regulatory Affairs (LARA) for education, communication and outreach regarding the Michigan Medical Marihuana Act in an amount totaling \$103,621 effective January 1, 2019 through September 15, 2019. Public Act 2017- 2018 section 901 directs funds appropriated for grants in the Michigan Medical Marihuana Act, MCL 333.26421 to counties for education and outreach relating to the Michigan medical marihuana program. Focus group participants informing the campaign strongly suggested advertising at Michigan Secretary of State offices. MVN (Motor Vehicle Network) is the sole vendor and only offers one-year contracts. MVN allows the advertiser to change the video message frequently during the course of the contract. ICHD anticipates need for and the budget necessary to support the expenditure beyond the grant end date.

**ALTERNATIVES**

There are no alternatives.

**FINANCIAL IMPACT**

Expenditure will not exceed \$7,800. These funds will come from two sources: \$1,300 will come from the LARA grant and \$6,500 will come from the proposed FY 2020 general fund communications budget.

**STRATEGIC PLANNING IMPACT**

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

**OTHER CONSIDERATIONS**

There are no other considerations.

**RECOMMENDATION**

Based on the information presented, I respectfully recommend that the Board of Commissioners approve the attached form authorizing an agreement with MVN for the period of August 1, 2019 through July 31, 2020 in an amount not to exceed \$7,800 for advertisement/public service announcements regarding the Michigan Medical Marihuana Act and other public health initiatives.

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

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

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

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

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

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

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

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

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



## TERMS AND CONDITIONS

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

**TO:** Board of Commissioners Human Services and Finance Committees  
**FROM:** Linda S. Vail, MPA, Health Officer  
**DATE:** June 20, 2019  
**SUBJECT:** Agreement with Continental Canteen for Vending Machines at Forest Community Health Center  
For the meeting agendas of July 15, 2019 and July 17, 2019

---

**BACKGROUND**

Ingham County Health Department (ICHHD) wishes to enter into an agreement with Continental Canteen to provide vending services to Forest Community Health Center (FCHC) effective August 1, 2019 through July 31, 2022 and will renew automatically on an annual basis. The agreement will continue with one year automatic renewals. Continental Canteen has agreed to furnish, install, maintain, supply, and remove vending machines from FCHC and will pay ICHD a commission rate of 5% on net sales from coffee, cold beverage, snacks, candy, gum, mints, and glass-front beverage items. Having the vending machines in the FCHC waiting area has shown to improve the overall patient experience.

**ALTERNATIVES**

There are no alternatives.

**FINANCIAL IMPACT**

FCHC will receive a commission of 5% on net sales to be paid monthly. Payments will be delivered to the Ingham County Purchasing Department, 121 E. Maple St. Mason, MI 48854.

**STRATEGIC PLANNING IMPACT**

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

**OTHER CONSIDERATIONS**

There are no other considerations.

**RECOMMENDATION**

Based on the information presented, I respectfully recommend that the Ingham County Board of Commissioners authorize approval to enter into an agreement with Continental Canteen to provide vending services to Forest Community Health Center (FCHC) effective August 1, 2019 through July 31, 2022 and will automatically renew on an annual basis.

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO ENTER INTO AN AGREEMENT WITH CONTINENTAL CANTEEN**

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

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

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

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

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

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

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

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

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

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

**TO:** Board of Commissioners Human Services and Finance Committees  
**FROM:** Linda S. Vail, MPA, Health Officer  
**DATE:** June 12, 2019  
**SUBJECT:** Authorization to Enter Into Agreement with Michigan State University College of Nursing for Pediatric Nurse Practitioner

For the meeting agendas of July 15, 2019 July 16, 2019 and July 17, 2019

---

### **BACKGROUND**

Ingham County Health Department (ICHD) wishes to enter into an agreement with Michigan State University's College of Nursing (MSU CON), to provide a pediatric nurse practitioner (NP) at the Willow Community Health Center, to be paid a maximum of \$31,467.32 a year, effective September 1, 2019 through August 31, 2020. The amount being paid is equivalent to salaries and benefits for a .20 FTE nurse practitioner. The contracted Pediatric NP will work up to one eight hour shift per week and deliver a scope of services and care to patients at the Willow Health center located at 306 W. Willow St. in Lansing MI 48906.

### **ALTERNATIVES**

There are no alternatives.

### **FINANCIAL IMPACT**

The financial impact will be a cost of \$31,467.32 and will be covered by billable services.

### **STRATEGIC PLANNING IMPACT**

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

### **OTHER CONSIDERATIONS**

There are no other considerations.

### **RECOMMENDATION**

Based on the information presented, I respectfully recommend that the Ingham County Board of Commissioners authorize approval to enter into an agreement with Michigan State University's College of Nursing (MSU CON), to provide a pediatric nurse practitioner (NP) at the Willow Community Health Center, to be paid no more than \$31,467.32 a year, effective September 1, 2019 through August 31, 2020.

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

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

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

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

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

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

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

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

**TO:** Board of Commissioners Human Services and Finance Committees  
**FROM:** Linda S. Vail, MPA, Health Officer  
**DATE:** May 29, 2019  
**SUBJECT:** Agreement with Zoom Video Communications  
For the meeting agendas of July 15, 2019 and July 17, 2019

---

**BACKGROUND**

Ingham County Health Department (ICHD) wishes to enter into an agreement with Zoom Video Communications to support Telepsych services for the Forest Community Health Center (FCHC), Ryan White programs, ICHD, and HIV Care Coordination effective May 21, 2019 through November 7, 2020 in an amount not to exceed \$5,172.89. Telepsych is a psychiatric service with the goal of addressing an unmet need across the HIV care continuum. Zoom will support the Telepsych infrastructure in secure videoconferencing. The contract will auto-renew on an annual basis.

**ALTERNATIVES**

There are no alternatives.

**FINANCIAL IMPACT**

A prorated cost of \$1,625.39 covers May 21, 2019 through November 7, 2019. The full 12 month cost is \$3,547.50 starting November 8, 2019 through November 7, 2020. The total initial cost comes to \$5,172.89 and will be funded through the HIV Care Coordination Grant.

**STRATEGIC PLAN**

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

**OTHER CONSIDERATIONS**

There are no other considerations.

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval to enter into an agreement with Zoom Video Communications to support Telepsych services for the Forest Community Health Center (FCHC), Ryan White programs, ICHD, and HIV Care Coordination, effective May 21, 2019 through November 7, 2020 in an amount not to exceed \$5,172.89.

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO ENTER INTO AN AGREEMENT WITH ZOOM VIDEO COMMUNICATIONS**

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

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

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

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

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

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

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

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

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

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

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

**TO:** Board of Commissioners Human Services and Finance Committees  
**FROM:** Linda S. Vail, MPA, Health Officer  
**DATE:** June 20, 2019  
**SUBJECT:** Resolution to Authorize Extended Cooperative Operational Agreement with the Ingham Community Health Center Board of Directors

For the meeting agendas of July 15, 2019 and July 17, 2019

---

### **BACKGROUND**

Ingham County Health Department (ICHD) wishes to extend the Cooperative Operational Agreement with the Ingham Community Health Center Board of Directors (ICHC BOD) for one year effective July 1, 2019 through June 30, 2020. Through resolution #19-025, the Cooperative Operational Agreement (OPA) between the Ingham County Board of Commissioners and the ICHC BOD was extended through June 30, 2019. As a Health Center Program Grantee of the U.S. Department of Health and Human Services' Health Resources and Services Administration (HRSA), ICHD is required by section 330 of the Public Health Services (PHS) Act to maintain a governing board of which the majority are being served by the center, and who as a group demographically represent the population receiving health care from the center. As a public entity, ICHD fulfills this requirement with a co-applicant board, the ICHC BOD. When two boards exist, each board's responsibilities must be specified in writing so that responsibilities for carrying out the governing functions are clearly understood. The ICHC BOD must, at minimum, include the following:

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

In order to maintain compliance as a HRSA grantee, an updated agreement must be established.

### **ALTERNATIVES**

There are no alternatives.

### **FINANCIAL IMPACT**

There is no financial impact.

### **STRATEGIC PLANNING IMPACT**

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



**OTHER CONSIDERATIONS**

There are no other considerations

**RECOMMENDATION**

Based on the information presented, I respectfully recommend that the Ingham County Board of Commissioners authorize the extension of the Cooperative Operational Agreement with ICHC Board of Directors for one year, effective July 1, 2019 through June 30, 2020.

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

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

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

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

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

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

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

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

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

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

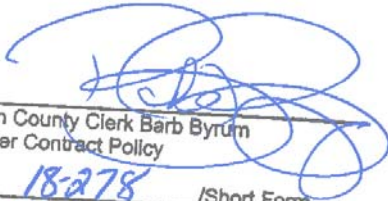
WHEREAS, the Health Officer recommends that the Board of Commissioners authorize the extension of the Cooperative Operational Agreement for one year, effective July 1, 2019 through June 30, 2020.

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

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

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

Approved for Signature 12/21/2017

  
Ingham County Clerk Barb Byrum  
Filed per Contract Policy

Res. # 18-278 /Short Form

Clerk File # 173-18(a)

**INGHAM COMMUNITY HEALTH CENTER BOARD  
BYLAWS**

**RECEIVED**  
**SEP 18 2018**  
**INGHAM COUNTY CLERK**

**Ingham Community Health Center Board of Directors**

### **Article I – Name**

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

### **Article II – Purpose**

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

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

### **Article III – Mission and Objectives**

#### **A. Mission**

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

#### **B. Objectives**

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

#### **Article IV – Authority of Board of Commissioners**

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

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

#### **Article V – Size and Composition**

##### **A. Size**

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

##### **B. Composition**

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

## **Article VI – Membership and Terms of Office**

### **A. Community Health Center Board Appointments**

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

### **B. Terms of Office**

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

### **C. Removal**

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

### **D. Vacancies and Resignations**

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

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

### **E. Compensation**

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

## **Article VII – Meetings and Voting**

### **A. Annual Meeting**

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

### **B. Regular and Special Meetings**

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

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

### **C. Notice of Special Meetings**

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

### **D. Quorum**

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

### **E. Voting**

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

## **Article VIII – Officers and Staff Assistance**

### **A. Officers**

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

### **B. Election and Terms of Office**

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

### **C. Removal**



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

**D. Vacancy**

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

**E. Chairperson**

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

**F. Vice-Chairperson**

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

**G. Secretary**

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

**H. Executive Director**

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

**I. Staff Assistance**

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

**Article IX – Committees**

**A. Ad-Hoc Committees**

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

**B. Standing Committees**

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

**Executive Committee:**

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

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

**Finance Committee:**

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

**Quality Committee:**

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

**Membership Committee:**

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

**VOA Clinic Committee:**

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

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

**C. General Committee Procedures**

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

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

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

#### **Article X – Responsibilities of the Community Health Center Board**

##### **A. Personnel Policies and Procedures**

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

##### **B. Executive Director**

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

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

##### **C. Financial Management**

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

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

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

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

**D. Evaluate Community Health Center Activities**

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

**E. Compliance with Laws**

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

**F. Health Care Policy**

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

**G. Grants**

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

**H. Conflict of Interest**

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

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

#### **Article XI – Fiscal Year**

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

#### **Article XII - Order of Business**

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

#### **Article XIII – Amendments**

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

#### **Article XIV – Proxy**

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

#### **Article XV – Parliamentary Authority**

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

#### **Conclusion**

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

  
\_\_\_\_\_  
Community Health Center Board Chairperson

8/30/18  
Date

  
\_\_\_\_\_  
Ingham County Board of Commissioner's Chairperson

09-17-18  
Date

  
\_\_\_\_\_  
Executive Director of Ingham Community Health Centers

8/30/18  
Date

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

By:   
Mattis D. Nordfjord

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



Ingham County Clerk Barb Byrum  
Filed per Contract Policy  
Res. # 18-278 / Short Form  
Clerk File # 172-18

### COOPERATIVE OPERATIONAL AGREEMENT

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

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

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

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

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

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

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

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

RECEIVED (1)  
AUG 09 2018  
INGHAM COUNTY CLERK

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSED BY:

COUNTY OF INGHAM

8-8-18  
Date

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

INGHAM COUNTY COMMUNITY HEALTH CENTER BOARD

July 26, 2018  
Date

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

INGHAM COUNTY HEALTH DEPARTMENT

July 25, 2018  
Date

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

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

By: [Signature]  
Timothy M. Perrone



**INGHAM COMMUNITY HEALTH CENTER BOARD  
BYLAWS**

**Ingham Community Health Center Board of Directors**



#### **Article I – Name**

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

#### **Article II – Purpose**

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

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

#### **Article III – Mission and Objectives**

##### **A. Mission**

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

##### **B. Objectives**

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

#### **Article IV – Authority of Board of Commissioners**

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

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

#### **Article V – Size and Composition**

##### **A. Size**

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

##### **B. Composition**

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

## **Article VI – Membership and Terms of Office**

### **A. Community Health Center Board Appointments**

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

### **B. Terms of Office**

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

### **C. Removal**

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

### **D. Vacancies and Resignations**

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

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

### **E. Compensation**

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

## **Article VII – Meetings and Voting**

### **A. Annual Meeting**

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

### **B. Regular and Special Meetings**

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

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

### **C. Notice of Special Meetings**

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

### **D. Quorum**

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

### **E. Voting**

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

## **Article VIII – Officers and Staff Assistance**

### **A. Officers**

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

### **B. Election and Terms of Office**

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

**C. Removal**

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

**D. Vacancy**

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

**E. Chairperson**

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

**F. Vice-Chairperson**

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

**G. Secretary**

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

**H. Executive Director**

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

**I. Staff Assistance**

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

## **Article IX – Committees**

### **A. Ad-Hoc Committees**

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

### **B. Standing Committees**

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

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

#### **Executive Committee:**

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

Finance Committee:

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

Quality Committee:

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

Membership Committee:

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

VOA Clinic Committee:

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

**C. General Committee Procedures**

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

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

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

#### **Article X – Responsibilities of the Community Health Center Board**

##### **A. Personnel Policies and Procedures**

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

##### **B. Executive Director**

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

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

##### **C. Financial Management**

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



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

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

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

**D. Evaluate Community Health Center Activities**

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

**E. Compliance with Laws**

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

**F. Health Care Policy**

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

**G. Grants**

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

**H. Administrative Assistance**

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

**I. Conflict of Interest**

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

**Article XI – Fiscal Year**

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

**Article XII - Order of Business**

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

Regular Meeting:

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

Annual Meeting:

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

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

#### Article XIII – Amendments

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

#### Article XIV – Proxy

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

#### Article XV – Parliamentary Authority

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

#### Conclusion

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

  
\_\_\_\_\_  
Community Health Center Board Chairperson

10.3.17  
Date

  
\_\_\_\_\_  
Ingham County Board of Commissioner's Chairperson

9/28/17  
Date

  
\_\_\_\_\_  
Executive Director of Ingham Community Health Centers

10/2/17  
Date

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

By:   
\_\_\_\_\_  
Mattis D. Nordfjord

N:\Client\Ingham\Health\_Dept\Agreements\Sparrow VOA\CHC Bylaws\CHC Bylaws as amended and approved by ICHC 8.24.17.docx

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

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

ASSOCIATES  
GORDON J. LOVE  
COURTNEY A. GABBARA  
SARAH K. OSBURN  
  
OF COUNSEL  
RICHARD D. McNULTY

June 29, 2018

*Sent Via E-Mail*

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

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

Dear Ms. Scott:

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

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

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

Very Truly Yours,

COHL, STOKER & TOSKEY, P.C.

  
Timothy M. Perrone

TMP/gmk  
Enclosures

Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

**RESOLUTION # 18 – 278**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Introduced by the County Services Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO REVISE THE INGHAM COUNTY CONTRACTS PROCEDURE**

**RESOLUTION # 18 – 194**

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

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

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

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

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

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

## **Contract Procedures**

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

### **Execution of Contracts**

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

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

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

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

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

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



### **Distribution of Contracts**

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

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

### **Regarding Agreements Signed Electronically**

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

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

### **Contract Expiration**

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

**TO: COUNTY SERVICES AND FINANCE COMMITTEES**

**FROM: HARRY MOXLEY, DEPUTY COURT ADMINISTRATOR/FOC  
ERIC THELEN, HEALTH DEPARTMENT CFO  
STEVEN BABINCHAK, FINANCIAL SERVICES DIRECTOR**

**RE: AUTHORIZATION OF A NEW CONTRACT WITH MGT OF AMERICA  
CONSULTING, LLC, FOR THE PREPARATION OF A COUNTY WIDE  
COST ALLOCATION PLAN**

**DATE: JUNE 12, 2019**

---

Currently the Ingham County Friend of the Court and Ingham County Health Department receive over \$500,000 in grant reimbursements for the indirect recovery of costs incurred by other Ingham County agencies supporting their operations. Examples of such costs might be the expense incurred by the Treasurer's office for receipting agency fees; the expense incurred by the Facilities Department in maintaining the physical space occupied by the Friend of the Court and Health Department; or the expense incurred by the Finance Department in processing payroll or accounts payable for those agencies.

Since 2012, these indirect costs have been recovered through a Cost Allocation Plan which has been prepared by the Financial Services Department. As this plan is in need of revision to ensure that the county continues to receive the maximum allowable reimbursement for the Friend of the Court and Health Department grants, an RFP was submitted earlier this year for proposals for an outside vendor to prepare the Ingham County Cost Allocation Plan moving forward.

The lowest bid was received from MGT of America Consulting and was \$12,000/year for three years. This is \$3,000/year less than the only other bid received for the preparation of a Cost Allocation Plan (please see attached 3/21/19 "Memorandum of Performance" to Steven Babinchak from Jim Hudgins).

Since 2010 MGT has provided accurately and timely services for the Ingham County Friend of the Court and Prosecuting Attorney for their IVD (child support) grant applications and contracts, and for preparing the monthly grant reimbursement requests which are submitted to the State of Michigan. MGT also prepares a Cost Allocation Plan for 52 other counties in the State of Michigan. Accordingly, we recommend that a new three year contract with MGT be authorized, to prepare the Cost Allocation Plan for the years 2018, 2019, and 2020 (and to be recovered in 2020, 2021 and 2022, respectively). As the plan was not budgeted for in FY 2019, \$12,000 is being requested from the county contingency fund for this year, and \$12,000 will be budgeted for the plan by Financial Services for FY 2020 and FY 2021.

A representative of either the Friend of the Court, Health Department, or Financial Services Department will be in attendance at the July 16 County Services Committee and the July 17 Finance Committee meetings. Thank you for your consideration.

## Agenda Item 5

TO: Steven, Babinchak, Director of Financial Services

CC: Michael Townsend, Director of Budgeting

FROM: James Hudgins, Director of Purchasing

DATE: March 21, 2019

RE: Memorandum of Performance for RFP No. 46-19 Cost Allocation Plan

Per your request, the Purchasing Department sought proposals from qualified and experienced vendors to enter into a fixed-price contract for the purpose of preparing a county-wide indirect cost allocation plan in compliance with all necessary accounting principles, as well as, local and federal requirements and standards.

The scope of work includes, but is not limited to, collecting, documenting, consulting and reporting overhead costs for all County departments, offices and agencies, aid in the recovery of indirect costs incurred by the County to support and administer Federal and State grant programs, and to provide indirect cost information for a County-wide Comprehensive User Fee Study. The vendor will also defend the County, for a period of three (3) years from the date that the vendor delivers the completed Indirect Cost Allocation Plan, if the cost allocation plan is audited or challenged by Federal or State representatives.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to propose	38	3
Vendors responding	2	0

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

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

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

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

SUMMARY OF VENDORS' COSTS

VENDOR NAME	LOCAL PREF	FIRST YEAR COST	SECOND YEAR COST	THIRD YEAR COST
MGT CONSULTING GROUP	No, Bay City, MI	\$12,000.00	\$12,000.00	\$12,000.00
MAXIMUS CONSULTING SERVICES, INC.	No, Reston, VA	\$15,000.00	\$15,000.00	\$15,000.00

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

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

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

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

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

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

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

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

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

TO: Board of Commissioners, County Services Committee

FROM: Deb Fett, CIO

DATE: 6/27/2019

SUBJECT: Resolution to Revise the Ingham County Cell Phone Policies

---

**BACKGROUND**

Ingham County's current policies 352 and 353 deal with Cell Phone Usage and Electronic Features on Telecommunications respectively. These policies are quite dated (Resolution #08-346 dated 12/9/2008) and need to be updated to reflect the changes in the communications landscape today. In that light, a new draft of a combined policy was created and reviewed by our Legal team, Department heads, Union representatives, and our Elected Officials who serve as heads of their offices or courts to produce this recommended resolution.

The changes encompassed in this new policy include:

- Updated to reflect the status of Court employees and FOIA statutes.
- Updated to allow departments to manage their own cell phone plans/ordering/invoices – IT still collects phones after upgrades and/or returns for security.
- Updated to remove the charge for personal use of County cell phone, new plans have unlimited calls and texting and removes need to administer from our HR and Financial Services staff. Abuse will be handled as an employee performance issue as there are no additional costs incurred from additional usage.
- Note – collecting for damages to phone is at the discretion of the department head.
- Note – misuse of cell phones is still subject to normal employee discipline as always.

**ALTERNATIVES**

The alternative is to stay with our current policy.

**FINANCIAL IMPACT**

There is minimal financial impact associated with this resolution. Estimated collection of less than \$10,000.00 over an entire year.

**OTHER CONSIDERATIONS**

None

**RECOMMENDATION**

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

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO REVISE THE INGHAM COUNTY CELL PHONE POLICY**

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

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

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

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

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

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

**Facilities and Equipment  
Management  
Policy No. \_\_\_\_\_  
(Replaces Policy No. 352 &  
353)**

## **Cell Phone Usage and Reimbursement**

**Approved:  
Resolution No.**

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

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

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



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

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

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

**EMPLOYEE'S SIGNATURE**

\_\_\_\_\_  
Employee's Name

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Employee's Department

\_\_\_\_\_  
Employee's Title

\_\_\_\_\_  
Date

**DEPARTMENT HEAD'S SIGNATURE**

\_\_\_\_\_  
Department Head's Name

\_\_\_\_\_  
Department Head's Signature

\_\_\_\_\_  
Date

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

FROM: Deb Fett, CIO

DATE: 06/27/2019

SUBJECT: Resolution to Approve a Change in the Outbound Access Number for County Phone System

---

**BACKGROUND**

Ingham County has a digital phone system that requires users to dial a 9 in order to reach an outside line. This system has been in place for more than 5 years now. With the requirements for e911, a solution was put into place that not only sends the location information to the 911 dispatcher, it also notifies department heads or their designee at the time of the 911 call from their department. A side effect of this is that it has become more apparent when 911 is called by mistake. If that call is terminated without informing 911 that it was a mistake, first responders can be sent to make sure it is not a true emergency. This has happened a few times already this year so IT was asked to find a technology solution.

The technological solution is to reprogram our current phone system to use a different number for obtaining an outbound line. As all prefixes are currently in use, the one with the least impact will be to use the number 5 instead. This reprogramming will be done by a vendor, the latest quote obtained under the WSCA contract is for \$225.00/hour for normal business hours changes. The estimate is for one business day or \$1,600.00 to make the change. Once the change is made, all users of the Ingham County phone system will need to dial a 5 to reach an outside line. Also, any phone that used to have an extension that started with 5 will need to be assigned a new number. This affects 30 numbers, including our Parks department for their Park Managers, the permit fax line at the Road department, and the fax line at Landbank.

**ALTERNATIVES**

The alternative is non-technological but would require our phone users to dial the number and review it before picking up the phone or pressing the speaker option. This is more challenging as dialing numbers is an ingrained habit and is difficult to change.

**FINANCIAL IMPACT**

The funding for the \$1,600.00 for the configuration change will come from the County's Innovation and Technology Department Communications Fund #636-26600-932010.

**OTHER CONSIDERATIONS**

During the transition there will be a short disruption to obtaining an outside number, most users will not notice it. After the transition is complete we will see an increase in 911 calls temporarily while the users get used to the change. This is anticipated to go down as our employees adapt to the new configuration.

**RECOMMENDATION**

Based on the information presented, I respectfully request guidance on the attached resolution for a configuration change for the Ingham County phone system provided by Sentinel in the amount not to exceed \$1,600.00.



**Provide exemplary service, safeguard life and well-being, align resources with those in need**

**Ingham County 9-1-1  
Central Dispatch**

**710 E. Jolly Road  
Lansing, MI 48910**

**P 517.244.8098  
F 517.272.6060**

**Barbara Davidson, ENP  
Staff Services Manager  
[bdavidson@ingham.org](mailto:bdavidson@ingham.org)**

**Bruce Gaukel, ENP  
Systems Manager  
[bgaukel@ingham.org](mailto:bgaukel@ingham.org)**

**Bryce Alford  
Radio System Admin.  
[balford@ingham.org](mailto:balford@ingham.org)**

**Kristen Fell  
9-1-1 Supervisor  
[kfell@ingham.org](mailto:kfell@ingham.org)**

**Amanda Girard  
9-1-1 Supervisor  
[agirard@ingham.org](mailto:agirard@ingham.org)**

**Melissa Harris, ENP  
9-1-1 Supervisor  
[mharris@ingham.org](mailto:mharris@ingham.org)**

**Craig Payment  
9-1-1 Supervisor  
[cpayment@ingham.org](mailto:cpayment@ingham.org)**

**Ruth Rasdale  
9-1-1 Supervisor  
[rrasdale@ingham.org](mailto:rrasdale@ingham.org)**

**Victoria Wyskowski  
9-1-1 Supervisor  
[vwyskowski@ingham.org](mailto:vwyskowski@ingham.org)**

**Erica Foress  
Executive Assistant  
[eforess@ingham.org](mailto:eforess@ingham.org)**

June 3, 2019

To: Controller Dolehanty

Ref: Mistaken 9-1-1 calls

Mr. Dolehanty,

As you requested, I evaluated all of the 9-1-1 calls made from Ingham County buildings since October 1, 2018 to present. 402 9-1-1 calls were made from County facilities with 199 of them being errant. Please see the attached spreadsheet for further explanation on where the calls originated from and the quantity from each building. After compiling the results, it appears that the buildings that have some of the highest numbers of errant calls are also buildings that are open to the public. This is not an unusual situation and something that we experience with other businesses. My opinion is that changing the button used to dial out will not mitigate the occurrence of these calls from the public but perhaps the location of the phone could be reassessed to make it less excess able.

For the ones that are our employee's error, the email that was sent out should mitigate the amount of time spent on these calls by us and public safety. Staying on the line and being able to tell the dispatcher that there is no problem will take care of it and not necessitate the dispatcher calling back and then if unable to reach anyone, deploy the police to check the safety of the people at that location.

In my opinion, if there is a change made to the Ingham County VOIP system, the change that needs to be made is the reevaluation of the ALI ( Automatic Location Information) that displays when a call is received by the 9-1-1 Center. I have attached a few examples. First, all Ingham County facilities display Ingham County as the business name instead of the building name. Changing this will help with questioning of the callers and assessment of where the problem is. As listed in the spreadsheet, each area identified is a zone. The phone that called is located within that zone. Some of the descriptors are sufficient but some are vague. The idea behind this

information is for public safety responders to have a good idea where you are as to not delay service. Changing some of this information will help expedite help in an emergency.

Please let me know if you have any further questions regarding this matter.

Respectfully,

A handwritten signature in blue ink, appearing to read "Barb Davidson", with a stylized, cursive script.

Barb Davidson

Staff Services Manager

Ingham County 9-1-1 Center

# ils Report



Creation Date: 06/04/2019 07:51:51 AM

## Information

### Location Information

(616) 211-5889 15:55 02/28

Ingham County

600

CURTIS

FL1-OFFIC ES

MASON

ESN 0394

CO=REDSK PSAP 56 POS# 86 VOIP

VOIP CALL

VERIFY LOCATION

VERIFY CALLBACK NUMBER

P#(517)679-2540

+042.589606 -084.453363

Is Report



Creation Date: 06/04/2019 07:55:02 AM

Information

Last Location Information

(616) 211-5890 08:29 05/06  
Ingham County  
313  
W KALAMAZOO ST  
  
FL1-CC CL ERKS  
LANSING ESN 0394  
CO=REDSK PSAP 56 POS# 58 VOIP  
VOIP CALL  
VERIFY LOCATION  
VERIFY CALLBACK NUMBER  
  
P#(517)679-2571  
  
+042.729907 -084.555910

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

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

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

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

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

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



## **Agenda Item 7a**

To: County Services & Finance Committees

From: William Conklin, Managing Director  
Ingham County Road Department

Date: June 27, 2019

RE: Resolution for 2019 Local Road Program Agreements with Ingham, Locke,  
Onondaga and White Oak Townships.

Attached is a proposed resolution for authorizing 2019 Local Road Program Agreements with the referenced Townships to perform, and share costs for local road improvements in the respective Townships. The Road Department has worked with each Township to determine what local road projects are most needed and desired. The resolution includes a table of the proposed road improvements and funding.

The total of the road department match indicated in the resolution is included in the adopted 2019 road fund budget. The work listed in the table is proposed to be done by Road Department crews. The estimated costs for work to be done by Road Department crews are for materials only as the Road Department does not charge the townships for road department labor.

Approval of the attached resolution is therefore recommended.

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TO: County Services and Finance Committees

FROM: Kelly R. Jones, County Highway Engineer & Director of Engineering  
Road Department

DATE: July 1, 2019

RE: Proposed Resolution to Execute Waterborne Centerline Pavement Marking  
Agreements with the City of Leslie, City of Mason, City of Williamston and the  
Village of Webberville

---

This memo contains a recommendation for the Board of Commissioners to execute agreements with the City of Leslie, City of Mason, City of Williamston and the Village of Webberville for the 2019 Waterborne Pavement Marking Program.

The Ingham County Purchasing Department solicits unit prices annually for a vast array of contractor applied pavement markings. We use the bid unit prices and an estimated quantity of pavement markings to determine and recommend a contractor. Bids for this year's program were received on April 30, 2019 and the award of the contract occurred at the May 28, 2019 BOC meeting. Once under contract, the contractor applies waterborne pavement marking paint to refresh the yellow and white longitudinal lines that define road laneage and white rolled plastic material, such as arrows, stop bars and school symbols to further direct motorists. When finished, the contractor is paid for the quantity of work actually performed using the unit prices contained in their bid.

We refresh the centerline and edgeline paint on all our primary roads and a small portion of our local roads every year. We also invite the City of Leslie, City of Mason, City of Williamston, and the Village of Webberville to participate in the annual program, for which they pay for the work performed on the roads within their jurisdiction. The estimated pavement marking costs for the City of Leslie, City of Mason, City of Williamston, and the Village of Webberville are as follows:

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

The reason for this memo is to execute cost agreements with the City of Leslie, City of Mason, City of Williamston, and the Village of Webberville to provide centerline pavement marking their roads if they choose to participate in our 2019 pavement marking program.

Approval of the attached resolution is recommended.

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

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

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

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

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

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

TO: County Services and Finance Committees

FROM: Kelly R. Jones, County Highway Engineer & Director of Engineering  
Road Department

DATE: July 2, 2019

RE: Proposed Resolution to Update the Ingham County Road Department Permit Fee  
Structure

---

This memo contains a recommendation for the Board of Commissioners to support the proposed updated permit fee structure for the Ingham County Road Department.

The Ingham County Road Department (ICRD) permit fee structure has not been updated since 2006, with the exception of 2014, when the culvert installation fees were updated.

The County Road Association (CRA) recently performed a survey of all Michigan county road agencies to determine a statewide average for various types of permit fees. In addition, the ICRD collected data from surrounding county road agencies to evaluate regionally accepted permit fees and practices.

The draft results of the CRA survey were used as a baseline reference for the updated permit fees in Ingham County. The permit fees of the surrounding county road agencies were directly correlated with Ingham County's permit fees in an effort to provide regional consistency. As a result, it was determined most fees were to remain the same, but two significant areas were found to be significantly deficient, which were related to the cost of the ICRD to perform residential driveway culvert installation and the costs associated with engineering review & inspection fees.

As a condition of the existing ICRD permit standards dated January 2006 and May 2009, the ICRD has the right to charge permit applicants the actual costs of plan review, permit approval and construction inspection. The intent is to recover actual staff costs associated with commercial development and to allow MTF funds to be used for the improvement and/or maintenance of Ingham County roads.

Approval of the attached resolution is recommended.

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

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

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

**INGHAM COUNTY ROAD DEPARTMENT  
2019 PERMIT FEE SCHEDULE**

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



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

TO: County Services and Finance Committees

FROM: Kelly R. Jones, County Highway Engineer & Director of Engineering  
Road Department

DATE: July 2, 2019

RE: Proposed Resolution to Retain As-Needed Engineering Design Services for  
2019-2021

---

Ingham County Road Department (ICRD) staffing is such that many times during the engineering design phase of projects, we don't have the staff, equipment, or expertise to perform all project related data collection, design or document preparation required to meet funding deadlines. Therefore, we must rely on engineering design consultants to perform the work when needed.

The Purchasing Department solicited proposals from Michigan Department of Transportation prequalified and experienced engineering design firms to provide the services on an as-needed basis and received nine (9) proposals. ICRD staff reviewed the proposals for adherence to county purchasing requirements, experience, expertise, proposed labor rates and overall value to the county.

Based on the review of the proposals and the anticipated engineering design needs over the next three years, the ICRD recommends that five of the nine respondents be retained to provide the requested services. When retaining design services for a specific project, the ICRD will strive to retain the most cost effective consultant who is able to provide the experience and expertise necessary for the specific project under contract. The ICRD recommends that the following respondents be retained to provide the requested as-needed engineering design services for 2019-2021:

Fishbeck, Thompson, Carr & Huber, Inc., 5913 Executive Drive, Suite 100, Lansing, MI 48911

DLZ Michigan, Inc., 1425 Keystone Avenue, Lansing, MI 48911

RS Engineering, LLC, 6709 Centurion Drive, Suite 300, Lansing, MI 48917

Bergmann Associates, 7050 W. Saginaw Highway, Suite 200, Lansing, MI 48917

Williams & Works, 549 Ottawa Avenue NW, Grand Rapids, MI 49503

I respectfully recommend that the Board of Commissioners adopt the attached resolution and accept the service proposals from the listed consultants.

## Agenda Item 7d

TO: Kelly Jones, Director of Engineering

FROM: James Hudgins, Director of Purchasing

DATE: June 26, 2019

RE: Memorandum of Performance for RFP No. 126-19, 2019-2021 As-Needed Engineering Design Services

Per your request, the Purchasing Department sought proposals from Michigan Department of Transportation prequalified and experienced engineering firms for the purpose of entering into a contract to provide 2019, 2020 and 2021 as-needed engineering design services for the Ingham County Road Department.

The scope of work includes, but is not limited to, staffing of full-time/part-time engineer(s), surveyor(s), and/or technician(s) as needed to perform duties regularly associated with all aspects of road & bridge design, miscellaneous traffic engineering and survey. The consultant(s) shall use the current edition of the following design standards: AASHTO, MDOT, MMUTCD, along with the Ingham County Drain Commission's and Road Department's standards and rules.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to propose	23	9
Vendors responding	9	3

A summary of the vendors' costs is provided in a handout.

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

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

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

Vendor's Providing Proposals:

Vendor Name	Local Pref	Handout Page
RS Engineering LLC	No, Eaton County MI	1
Mannik Smith Group	Yes, Okemos MI	2
c2ae	Yes, Lansing MI	3
Spalding DeDecker	No, Rochester Hills MI	4-5
Fleis & VanderBrink	No, Grand Rapids MI	6
DLZ	Yes, Lansing MI	7
Bergman	No, Eaton County MI	8-9
Williams & Works	No, Grand Rapids MI	10
FTCH	Yes, Lansing MI	11

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

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

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

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

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

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.

## Agenda Item 8

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

**FROM:** Rick Terrill, Facilities Director

**DATE:** July 2, 2019

**RE:** Resolution Authorizing an Agreement with Safety Systems, Inc. for Installation of an Additional Temperature Sensor and Annual Alarm Monitoring Services at the Human Services Building

For the meeting agendas of: July 16 & 17

---

### **BACKGROUND**

Safety Systems is our current building alarm monitoring company at the Human Services Building. An additional temperature sensor is needed for a refrigerator added to immunizations in Women's Health for the cost of \$555.30. The facilities department would like to continue the monitoring services with Safety Systems for an annual amount of \$7,020.00 for the first year which includes the additional \$24.00 per year for monitoring the new temperature sensor. This annual amount will not exceed 1% for the subsequence 2 years.

### **ALTERNATIVES**

There are no alternatives for this project.

### **FINANCIAL IMPACT**

Funds are available in the appropriate 931100 maintenance contractual line items.

### **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 Safety Systems Inc. for the installation of an additional temperature sensor in Women's Health and a three year alarm monitoring service agreement at the Human Services Building.

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

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

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

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

July 10, 2019

TO: Finance Committee

FROM: Michael A. Townsend, Budget Director

RE: Financial Reserve Status

In 2002, the Board of Commissioners adopted a policy on financial reserves. The purpose of the policy is to maintain adequate financial reserves so as to provide for the stable operation of the county government; to assure that the county's financial obligations will be met; and to assure continuation of a strong credit rating. Reserves addressed in the policy are the General Fund, the Budget Stabilization Fund, and the Public Improvement Fund.

**RESERVE STATUS AS OF 12/31/18**

The reserves in the Budget Stabilization Fund, General Fund, and Public Improvement Fund as of 12/31/18 total \$28 million. This equates to 11.7% of the \$239.9million in total budgeted expenditures for 2019. As of 12/31/18 the General Fund has \$10.8 million more than the policy's minimum target and the Public Improvement Fund has \$1.7 million more than the policy minimum. The Budget Stabilization Fund is \$255,991 above its minimum target level.

The policy requires that the County Controller annually advise the Finance Committee of the status of the balances in the funds, and as appropriate, provide recommendations for maintaining the balance at appropriate levels.

Attached please find a copy of the policy, and an analysis of funds as required. The analysis shows:

- The balance in the Budget Stabilization Fund as of 12/31/18 is \$10.6 million, or 13.3% of the average of the last five years' General Fund budgets. It is above the desired minimum of 13%. The maximum allowable amount as defined by policy is 15%. Since the adoption of the financial reserve policy, the Board of Commissioners has generally maintained the percentage at around 14%. It should be noted that Public Act 169 of 2016 increased the legally allowed maximum to 20%.
- The unassigned balance in the General Fund as of 12/31/18 is \$14.9 million, or 18.1% of the previous year's total General Fund expenditures. The desired minimum is 5%, or \$4.1 million. Last year's balance at the time of the analysis was \$15.7 million. Overall, General Fund revenues and expenditures were almost even in 2018, with expenditures slightly higher by \$360,000.
- The balance in the Public Improvement Fund as of 12/31/18 is \$2.5 million. It is \$1.7 million above the minimum desired level of \$802,619, which is equivalent to 1/10 mill of the property tax levy. The Public Improvement Fund is used for major capital improvements to county facilities, which includes more than 750,000 square feet of facility space for offices, courts, and clinics; the jail, and parks properties.



## **GENERAL FUND BALANCE THROUGH 2019**

The amended 2018 budget had assumed the use of \$4.1 million in General Fund unreserved fund balance. The actual change in General Fund unreserved balance was only a decrease of around \$0.9 million (from \$15.7 to \$14.8 million.) In addition to the 2018 expenses being below budget, the revenues increased due to a change in accounting for booking of State of Michigan Revenue Sharing in the amount of \$966,197.

The 2019 budget assumes the use of \$2.2 million in General Fund surplus. The 2020 budget continual use of fund balance is anticipated at a reduced amount.

## **RECOMMENDATIONS**

- Although it is currently below its historical level of 14% of the General Fund budget, the Budget Stabilization Fund is still above the minimum target. With the expected use of General Fund balance as part of the operating budget for the next few years, no transfer to the Budget Stabilization Fund is being recommended.
- Due to the projected fall below our minimum target, a transfer of \$800,000 to the Public Improvement Fund is being recommended. This will allow minimal to be used for 2020 capital projects (\$2,058,448 is budgeted in 2019), however it will maintain the targeted amount.
- It is planned that the 2019 Controller Recommended Budget will include a continued use of fund balance.

## **SUMMARY**

A transfer of \$.8 million is recommended as part of this year's Financial Reserve Policy Review. As currently projected, the General Fund unassigned reserves could be as low as \$14.1 million at the end of 2020. Based on past history, the \$14.1 million should be sufficient to cover any use of fund balance resulting from unanticipated expenses or revenue shortfalls. The \$14.1 million represents 17.1% of the previous year's (2018) General Fund expenditures. The \$10.56 million in the Budget Stabilization Fund will remain intact.

These significant reserves would still allow Ingham County to sustain our bond rating, address ongoing revenue uncertainties, and allow the county to continue to budget a relatively insignificant portion of the fund balance to offset projected annual shortfalls.

Another reason for Ingham County to maintain a relatively high fund balance in the General Fund and the Budget Stabilization Fund is to address cash flow issues. As of 2007, the County collects its General Fund property tax revenue in July, therefore, this revenue is not available until eight or nine months after the start of the fiscal year. Maintaining our current level of reserves provides additional cash. If these reserves were not available, the County would be forced to issue tax anticipation notes in order to continue operations until the taxes are collected.

Please contact me if you have any questions.

cc: Tim Dolehanty  
Teri Morton  
Steven Babinchak

<b>GENERAL FUND</b>	
12/31/18 Unassigned Balance	14,891,781
12/31/18 Minimum Target (5% of 2018 GENERAL FUND expenses)	4,110,974
12/31/18 Unassigned Balance as a % of 2018 Expenses	18.1%
12/31/18 Surplus in Relation to Minimum Target	10,780,807
12/31/19 Projected Balance	14,891,781
2019 Proposed Transfer from Fund Balance	(800,000)
12/31/19 Proposed Unassigned Fund Balance	14,091,781
12/31/19 Minimum Target (5% of 2018 GENERAL FUND expenses)	4,110,974
2019 Proposed Unassigned Balance as % of 2018 Expenses	17.1%
Surplus in Relation to Minimum Target	9,980,807

<b>BUDGET STABILIZATION FUND (GENERAL FUND Restricted)</b>	
12/31/18 Balance	10,562,365
Minimum Target (13% of last 5 years' GENERAL FUND Budgets)	10,306,374
Maximum Target (15% of last 5 years' GENERAL FUND Budgets)	11,891,970
Surplus in Relation to Minimum Target	255,991
Amount Below Maximum Target	(1,329,605)
Target %	13.3%
12/31/19 Proposed Balance	10,562,365
Surplus in Relation to Minimum Target	255,991
Amount Below Maximum Target	(1,329,605)
Target %	13.3%

<b>PUBLIC IMPROVEMENT FUND (in GENERAL FUND Assigned)</b>	
12/31/18 Balance	2,530,236
Minimum Target (1/10 mill of the property tax levy)	802,619
2018 Surplus in Relation to Minimum Target	1,727,617
2019 Budgeted Use of Fund Balance	(2,058,448)
12/31/19 Projected Balance	441,788
Proposed Transfer in from General Fund	800,000
12/31/19 Proposed Balance	1,241,788
Minimum Target (1/10 mill of the property tax levy)	802,619
2019 Surplus in Relation to Minimum Target	439,169

Introduced by the Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION ADOPTING A POLICY ON FINANCIAL RESERVES

RESOLUTION #02-017

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

WHEREAS, it has been recommended by the County Controller and the county's financial consultants that a policy be adopted establishing the desired level of financial reserves that are appropriate to provide for the stable operation of the county government; to assure that the county's financial obligations will be met; and to assure continuance of a strong credit rating; and

WHEREAS, the Board of Commissioners is committed to maintaining its financial reserves at an appropriate level and to managing its expenditures as necessary to adjust to its revenues.

THEREFORE BE IT RESOLVED, that the County Board of Commissioners establishes the following goals for establishing and maintaining an appropriate level of financial reserves:

It is the goal of the County that the Budget Stabilization Fund be funded at the legal maximum of 15% of the average of the last five years' budgets, or 15% of the current year's budget, whichever is less; and that such balance be maintained at no less than 13%.

It is the goal of the County that the unreserved undesignated balance in the General Fund not be less than 5% of the total General Fund expenses of the preceding year.

It is the goal of the County to maintain sufficient reserves in the Public Improvement Fund to address annual needs for maintaining county facilities in an appropriate state of repair. The desired level of funding in this fund is determined to be 1/10 mill of the property tax levy.

The County Controller shall annually advise the Finance Committee of the status of the balances in the funds, and as appropriate, shall provide recommendations for maintaining the balances at appropriate levels.

FINANCE: Yeas: Grebner, Stid, Swope, Hertel

Nays: None Absent: Krause, Schafer, Minter Approved 1/16/02

Introduced by the Finance Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

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

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

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