

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

SEPTEMBER 24, 2019

**AGENDA**

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. TIME FOR MEDITATION
- V. APPROVAL OF THE MINUTES FROM [AUGUST 27, 2019](#)
- VI. ADDITIONS TO THE AGENDA
- VII. PETITIONS AND COMMUNICATIONS
  1. RESOLUTION 2019-08-89 FROM THE [EATON COUNTY](#) BOARD OF COMMISSIONERS TO REQUEST WAIVER OF HEALTH AND REHABILITATION SERVICES MEDICAID AUDIT TAKEBACK
  2. RESOLUTION FROM THE [IOSCO COUNTY](#) BOARD OF COMMISSIONERS REGARDING THE TRIAL COURT FUNDING COMMISSION INTERIM REPORT
  3. RESOLUTION 118-2019 FROM [GRAND TRAVERSE COUNTY](#) IN SUPPORT OF LINE 5 TUNNEL
  4. RESOLUTION 21-2019 FROM THE [ANTRIM COUNTY](#) BOARD OF COMMISSIONERS REGARDING THE TRIAL COURT FUNDING COMMISSION INTERIM REPORT
  5. RESOLUTION 19-13 FROM [CHEBOYGAN COUNTY](#) BOARD OF COMMISSIONERS IN SUPPORT OF LINE 5 TUNNEL
  6. RESOLUTION 2019-10 FROM [ARENAC COUNTY](#) BOARD OF COMMISSIONERS OPPOSING LEGISLATION TO PREVENT COUNTY COMMISSIONER CANDIDATES FROM DISCLOSING THEIR PARTY AFFILIATION ON BALLOTS PROVIDED TO MICHIGAN VOTERS
  7. CITY OF LANSING NOTICE OF PUBLIC HEARING – PROPOSED CREATION OF NORTH [GRAND RIVER](#) CORRIDOR IMPROVEMENT AUTHORITY
  8. CITY OF LANSING NOTICE OF PUBLIC HEARING – PROPOSED CREATION OF SOUTH [MARTIN LUTHER KING](#) CORRIDOR IMPROVEMENT AUTHORITY
  9. CITY OF EAST LANSING [ASSESSING OFFICERS REPORT](#) FOR INDUSTRIAL FACILITY EXEMPTION CERTIFICATES FOR 2019

VIII. LIMITED PUBLIC COMMENT

IX. CLARIFICATION/INFORMATION PROVIDED BY COMMITTEE CHAIRS

X. CONSIDERATION OF CONSENT AGENDA

XI. COMMITTEE REPORTS AND RESOLUTIONS

10. COUNTY SERVICES COMMITTEE - RESOLUTION MAKING AN [APPOINTMENT](#) TO THE WOMEN'S COMMISSION

11. COUNTY SERVICES COMMITTEE - RESOLUTION RECOGNIZING OCTOBER AS MICHIGAN [COLLEGE MONTH](#) IN INGHAM COUNTY

12. COUNTY SERVICES COMMITTEE - RESOLUTION ADOPTING THE REVISED [ETHICS POLICY](#)

13. COUNTY SERVICES COMMITTEE - RESOLUTION RECOGNIZING THE [100TH ANNIVERSARY](#) OF THE LANSING BRANCH OF THE NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE

14. COUNTY SERVICES COMMITTEE - RESOLUTION HONORING [AYLYSH B. GALLAGHER](#)

15. COUNTY SERVICES COMMITTEE - RESOLUTION TO AUTHORIZE APPROVAL OF THE PRELIMINARY PLAT OF [EMBER OAKS](#)

16. COUNTY SERVICES COMMITTEE - RESOLUTION TO APPROVE THE SPECIAL AND ROUTINE [PERMITS](#) FOR THE INGHAM COUNTY ROAD DEPARTMENT

17. COUNTY SERVICES AND FINANCE COMMITTEES - RESOLUTION TO AUTHORIZE A PURCHASE ORDER TO ROGER DONALDSON AIA FOR [ARCHITECTURAL SERVICES](#) FOR THE RENOVATION OF OFFICE SPACE AT THE DRAIN COMMISSIONER'S OFFICE

18. COUNTY SERVICES AND FINANCE COMMITTEES - RESOLUTION TO AUTHORIZE THE RENEWAL OF THE SERVICE AGREEMENT FOR MAINTENANCE ON BOTH [X-RAY SCREENING MACHINES](#) AT THE VETERANS MEMORIAL COURTHOUSE AND GRADY PORTER BUILDING

19. COUNTY SERVICES AND FINANCE COMMITTEES - RESOLUTION REJECTING ALL BIDS FOR ITEM VII OF BID PACKET #108-19 FOR ITEM VIII OF BID PACKET #108-19 AND AUTHORIZING A CONTRACT WITH [ACTION TRAFFIC MAINTENANCE, INC](#) FOR ITEM IX OF BID PACKET #108-19 AS-NEEDED CONCRETE, GUARDRAIL AND/OR TRAFFIC SIGNAL CONSTRUCTION

20. COUNTY SERVICES AND FINANCE COMMITTEES - RESOLUTION TO AUTHORIZE THE PURCHASE OF HYDRAULIC COMPONENTS AND EQUIPMENT NEEDED FOR TWO NEW TANDEM AXLE [TRUCK CHASSIS](#)

21. COUNTY SERVICES AND FINANCE COMMITTEES - RESOLUTION TO ADOPT AND IMPLEMENT A STATE REQUIRED LOCAL [PAVEMENT WARRANTY PROGRAM](#)
22. COUNTY SERVICES AND FINANCE COMMITTEES - RESOLUTION TO APPROVE A [HEALTH INSURANCE PREMIUM](#) DEDUCTION SERVICE AGREEMENT WITH THE MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM (MERS)
23. COUNTY SERVICES AND FINANCE COMMITTEES - RESOLUTION APPROVING COOPERATIVE AGREEMENT BETWEEN UNITED STATES AND INGHAM COUNTY TO ACCEPT \$218,400.00 FOR THE [AREND TRUST](#) CONSERVATION EASEMENT
24. FINANCE COMMITTEE - RESOLUTION AUTHORIZING A [2018 DEFICIT ELIMINATION PLAN](#)
25. FINANCE COMMITTEE - RESOLUTION TO AUTHORIZE ADDITIONAL PAYMENT TO [PLANTE MORAN FOR 2018 AUDIT](#)
26. HUMAN SERVICES COMMITTEE - RESOLUTION DESIGNATING OCTOBER AS "[BREAST CANCER AWARENESS MONTH](#)" IN INGHAM COUNTY
27. HUMAN SERVICES, COUNTY SERVICES AND FINANCE COMMITTEES - RESOLUTION TO ADOPT INGHAM COUNTY HEALTH DEPARTMENT [INCENTIVE PROGRAM](#) FOR MEDICAL PROVIDERS POLICY
28. HUMAN SERVICES, COUNTY SERVICES AND FINANCE COMMITTEES - RESOLUTION TO AUTHORIZE AN AGREEMENT WITH [SOUTHEASTERN MICHIGAN HEALTH ASSOCIATION](#)
29. HUMAN SERVICES AND FINANCE COMMITTEES - RESOLUTION TO AUTHORIZE [AMENDMENT #5](#) TO THE 2018-2019 COMPREHENSIVE AGREEMENT WITH THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES
30. HUMAN SERVICES AND FINANCE COMMITTEES - RESOLUTION TO AUTHORIZE A FIFTH YEAR OF THE [AMERICORPS\\*VISTA GRANT](#) CYCLE FOR 2019-2020
31. HUMAN SERVICES AND FINANCE COMMITTEES - RESOLUTION TO ACCEPT FY 2020 [CHILD AND ADOLESCENT](#) HEALTH CENTER PROGRAM FUNDS
32. HUMAN SERVICES AND FINANCE COMMITTEES - RESOLUTION TO ACCEPT SUBSTANCE USE DISORDER AND MENTAL HEALTH FUNDING AWARD FROM [HRSA](#)

33. HUMAN SERVICES AND FINANCE COMMITTEES - RESOLUTION TO [AMEND RESOLUTION #17-355](#) RYAN WHITE (RW) PART D FUNDING TO SUPPORT MSU CONTRACT FOR INFECTIOUS DISEASE PROVIDER
34. LAW & COURTS AND FINANCE COMMITTEES - RESOLUTION TO AUTHORIZE AN INTERLOCAL AGREEMENT WITH THE CITY OF LANSING FOR THE 2019 LOCAL [JAG GRANT](#)
35. LAW & COURTS AND FINANCE COMMITTEES - RESOLUTION TO APPROVE THE PURCHASE OF ADDITIONAL [DIGITAL STORAGE](#) FROM AVALON
36. LAW & COURTS AND FINANCE COMMITTEES - RESOLUTION TO ACCEPT GRANT FUNDS FROM THE STATE OF MICHIGAN EMERGENCY MANAGEMENT PERFORMANCE [GRANT \(EMPG\)](#) FOR FY 2020
37. LAW & COURTS AND FINANCE COMMITTEES - RESOLUTION TO AUTHORIZE A CONTRACT WITH THE [CITY OF LANSING](#) FOR AN ALLOCATION OF FUNDS TO INGHAM COUNTY/CITY OF LANSING COMMUNITY CORRECTIONS FOR THE CITY 2019-2020 FISCAL YEAR
38. LAW & COURTS AND FINANCE COMMITTEES - RESOLUTION TO AUTHORIZE ENDING THE CURRENT CONTRACT WITH SENTINEL OFFENDER SERVICES AND ENTERING INTO A NEW CONTRACT WITH [JSG MONITORING](#) TO PROVIDE AN OFFENDER PAY AND COUNTY FUNDED ELECTRONIC MONITORING PROGRAM SUBJECT TO A FINAL CONTRACT AGREEMENT

XII. SPECIAL ORDERS OF THE DAY

XIII. PUBLIC COMMENT

XIV. COMMISSIONER ANNOUNCEMENTS

XV. CONSIDERATION AND ALLOWANCE OF CLAIMS

XVI. ADJOURNMENT

THE COUNTY OF INGHAM WILL PROVIDE NECESSARY REASONABLE AUXILIARY AIDS AND SERVICES, SUCH AS INTERPRETERS FOR THE HEARING IMPAIRED AND AUDIO TAPES OF PRINTED MATERIALS BEING CONSIDERED AT THE MEETING FOR THE VISUALLY IMPAIRED, FOR INDIVIDUALS WITH DISABILITIES AT THE MEETING UPON FIVE (5) WORKING DAYS NOTICE TO THE COUNTY OF INGHAM. INDIVIDUALS WITH DISABILITIES REQUIRING AUXILIARY AIDS OR SERVICES SHOULD CONTACT THE COUNTY OF INGHAM IN WRITING OR BY CALLING THE FOLLOWING: INGHAM COUNTY BOARD OF COMMISSIONERS, P.O. BOX 319, MASON, MI 48854, 517-676-7200.

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

FULL BOARD PACKETS ARE AVAILABLE AT: [www.ingham.org](http://www.ingham.org)



## **AUGUST 27, 2019 REGULAR MEETING**

Board of Commissioners Room – Courthouse  
Mason, Michigan – 6:30 p.m.  
August 27, 2019

### **CALL TO ORDER**

Chairperson Crenshaw called the August 27, 2019 Regular Meeting of the Ingham County Board of Commissioners to order at 6:30 p.m.

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

Members Absent: Stivers (arrived at 6:32 p.m.).

A quorum was present.

### **PLEDGE OF ALLEGIANCE**

Chairperson Crenshaw asked Elizabeth Williams, Nationwide Scholarship Winner, to lead the Board of Commissioners in the Pledge of Allegiance.

### **TIME FOR MEDITATION**

Chairperson Crenshaw asked those present to remain standing for a moment of silence or prayer.

Commissioner Stivers arrived at 6:32 p.m.

### **APPROVAL OF THE MINUTES**

Commissioner Slaughter moved to approve the minutes of the July 23, 2019 meeting. Commissioner Grebner supported the motion.

The motion to approve the minutes carried unanimously.

### **ADDITIONS TO THE AGENDA**

None.

### **PETITIONS AND COMMUNICATIONS**

A LETTER FROM DONALD CASWELL RESIGNING FROM THE VETERANS AFFAIRS COMMITTEE.  
Chairperson Crenshaw accepted the resignation and placed the email on file.

AN EMAIL FROM RAMONA BOROWICZ RESIGNING FROM THE ICHC BOARD OF DIRECTORS.  
Chairperson Crenshaw accepted the resignation and placed the email on file.

## **AUGUST 27, 2019 REGULAR MEETING**

A LETTER FROM JULIE CASPER RESIGNING AS 4-H LIAISON TO THE FAIR BOARD. Chairperson Crenshaw accepted the resignation and placed the email on file.

A LETTER FROM ROBERT GORDON, MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES DIRECTOR, THANKING INGHAM COUNTY CLERK BARB BYRUM FOR HER LETTER REGARDING THE INGHAM COUNTY BOARD OF COMMISSIONERS' RESOLUTION URGING THE REMOVAL OF SECTION 928 IN PUBLIC ACT 207 OF 2018. Chairperson Crenshaw placed the notice on file.

AFFIDAVITS OF PUBLICATION OF NOTICES OF ADOPTION OF ANIMAL CONTROL ORDINANCE AMENDMENTS AS AUTHORIZED BY RESOLUTIONS 19-320 AND 19-321. Chairperson Crenshaw placed the notice on file.

LANSING CITY COUNCIL NOTICE OF PUBLIC HEARING – APPROVAL OF BROWNFIELD PLAN #76 – FARNUM BUILDING REDEVELOPMENT PROJECT. Chairperson Crenshaw placed the notice on file.

A LETTER FROM ANDREA PIERCE, ANISHINAABEK CAUCUS OF THE MICHIGAN DEMOCRATIC PARTY CHAIRPERSON, OPPOSING THE ENBRIDGE RESOLUTION IN SUPPORT OF LINE 5 TUNNEL. Chairperson Crenshaw referred the letter to the Human Services Committee.

RESOLUTION 2019-07-104 FROM THE LIVINGSTON COUNTY BOARD OF COMMISSIONERS OPPOSING LEGISLATION TO PREVENT COUNTY COMMISSIONER CANDIDATES FROM DISCLOSING THEIR PARTY AFFILIATION ON BALLOTS PROVIDED TO MICHIGAN VOTERS. Chairperson Crenshaw referred the resolution to the County Services Committee.

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

RESOLUTION 2019-35 FROM THE KALKASKA COUNTY BOARD OF COMMISSIONERS SUPPORTING THE CARO CENTER IN TUSCOLA COUNTY MICHIGAN. Chairperson Crenshaw placed the notice on file.

RESOLUTION 19-89C FROM THE HURON COUNTY BOARD OF COMMISSIONERS REGARDING THE TRIAL COURT FUNDING COMMISSION INTERIM REPORT. Chairperson Crenshaw referred the resolution to the Law and Courts Committee.

RESOLUTION 19-94C FROM THE HURON COUNTY BOARD OF COMMISSIONERS SUPPORTING THE USE OF LOCAL COUNTY FUNDS FOR LOCAL COMMUNITY MENTAL HEALTH SERVICES. Chairperson Crenshaw referred the resolution to the Human Services Committee.

RESOLUTION FROM THE CHARLEVOIX COUNTY BOARD OF COMMISSIONERS OPPOSING ANY REDUCTION OF FEDERAL FUNDING FOR THE GREAT LAKES RESTORATION INITIATIVE. Chairperson Crenshaw placed the notice on file.

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

## **AUGUST 27, 2019 REGULAR MEETING**

COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED DECEMBER 31, 2018. Chairperson Crenshaw received the report and placed it on file.

AN EMAIL FROM ELSA HEENAN RESIGNING FROM THE COMMUNITY HEALTH CENTER BOARD. Chairperson Crenshaw accepted the resignation and placed the email on file.

RESOLUTION #2019-18 FROM THE ALGER COUNTY BOARD OF COMMISSIONERS SUPPORTING THE CARO CENTER IN TUSCOLA COUNTY MICHIGAN. Chairperson Crenshaw placed the notice on file.

RESOLUTION NO. 19-22 FROM THE WEXFORD COUNTY BOARD OF COMMISSIONERS OPPOSING LEGISLATION TO PREVENT COUNTY COMMISSIONER CANDIDATES FROM DISCLOSING THEIR PARTY AFFILIATION ON BALLOTS PROVIDED TO MICHIGAN VOTERS. Chairperson Crenshaw referred the resolution to the County Services Committee.

RESOLUTION FROM THE MARQUETTE COUNTY BOARD OF COMMISSIONERS OPPOSING LEGISLATION TO PREVENT COUNTY COMMISSIONER CANDIDATES FROM DISCLOSING THEIR PARTY AFFILIATION ON BALLOTS PROVIDED TO MICHIGAN VOTERS. Chairperson Crenshaw referred the resolution to the County Services Committee.

### **PRESENTATION OF NATIONWIDE SCHOLARSHIP**

Kenneth Kelbel presented a Nationwide Scholarship to Elizabeth Williams. He stated that she was one of four national scholarship winners, chosen out of over 500 applicants in the region, for displaying outstanding financial literacy, a commitment to volunteerism and academic achievement.

Elizabeth Williams thanked her mother, Amy Williams, for the opportunity to apply for the scholarship, for helping her through life and always teaching her good money management.

### **LIMITED PUBLIC COMMENT**

Kathy Cole Brown, surviving spouse of Sergeant Paul Cole, stated that she came to thank the Board of Commissioners for remembering him. She further stated that Sergeant Cole died in the line of duty on October 6, 1996 while responding to a domestic incident.

Ms. Cole Brown stated that Sergeant Cole was the first officer to die in Ingham County and she was proud to say that the Sheriff's Department and the County has never forgotten his family. She further stated that the memorial roadway would be a great tribute and the family would be honored if the Commissioners approved it tonight.

Ms. Cole Brown stated that it seemed appropriate that their son Andrew turned 23 last week and she got to tell him that there was the possibility of a sign being put up in memory of his dad. She thanked the Sheriff's Department, Road Department, and the Board of Commissioners.

Chairperson Crenshaw thanked Ms. Cole Brown for her comments.

### **CLARIFICATION/INFORMATION PROVIDED BY COMMITTEE CHAIR**

None.

## **AUGUST 27, 2019 REGULAR MEETING**

### **CONSIDERATION OF CONSENT AGENDA**

Commissioner Naeyaert moved to adopt a consent agenda consisting of all action items except Agenda Items 48, 49, 50, and 51. Commissioner Maiville supported the motion.

The motion carried unanimously.

Those agenda items that were on the consent agenda were adopted by unanimous roll call vote.

Items voted on separately are so noted in the minutes.

**AUGUST 27, 2019 REGULAR MEETING**

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 16**

Introduced by the County Services Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION RESCINDING RESOLUTION #13-201 AND REVISING CERTAIN POLICIES  
PERTAINING TO APPOINTED ADVISORY BOARDS AND COMMISSIONS**

**RESOLUTION # 19 – 326**

WHEREAS, the Board of Commissioners has created a number of boards and commissions to serve in an advisory capacity in order to advance the welfare of the citizens of Ingham County; and

WHEREAS, Resolution #13-201 has established a policy to assure that citizen appointees are attending meetings fulfilling the mandates of their board or commission, and a policy limiting time served by citizen representatives on boards or commissions to provide a greater opportunity for more people to participate in County government; and

WHEREAS, it is desirable to update certain policies pertaining to its appointed boards and commissions.

THEREFORE BE IT RESOLVED, that citizen appointees who have 2 consecutive absences from their regular meetings shall receive a letter from the Director of the Board of Commissioners' Office inquiring about their absences and advising that Committee members who miss 3 meetings out of 4 meetings, unless barred by statute, are automatically deemed to have resigned from that board or commission and appropriate steps will be taken to fill the vacancy.

BE IT FURTHER RESOLVED, that if an attendance issue arises with an advisory board/commission member, the Chairperson of that Committee or assigned staff shall advise the Board of Commissioners' Office so appropriate procedures can be followed.

BE IT FURTHER RESOLVED, that the two term limit for advisory board members is hereby rescinded.

BE IT FURTHER RESOLVED, that Resolution #13-201 is hereby rescinded.

BE IT FURTHER RESOLVED, that notification of this policy will be provided to all current advisory board and commission members and new appointees will receive a copy with their appointment letter.

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

**Nays:** None **Absent:** Koenig **Approved 08/20/2019**

Adopted as part of a consent agenda.

**AUGUST 27, 2019 REGULAR MEETING**

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 17**

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE  
STOP SIGN TRAFFIC CONTROL ORDERS  
IN CENTRAL PARK ESTATES SUBDIVISION**

**RESOLUTION # 19 – 327**

WHEREAS, the Ingham County Road Department is responsible for placing, maintaining, and, when conditions warrant, upgrading county road intersection control signs and/or devices appropriate for current traffic speed and volumes, sight distance, topography, adjacent development, and other current conditions of the given intersection; and

WHEREAS, the Road Department engineering staff have reviewed the various intersections in the Central Park Estates residential subdivision in Section 22 of Meridian Township and find that certain intersections therein, listed below in this resolution should currently be signed and/or upgraded as indicated below.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a Traffic Control Order and placement of the necessary stop sign to stop northbound Nassau Street for eastbound and westbound traffic on Belvedere Avenue.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes a Traffic Control Order and placement of  
the necessary stop signs to stop eastbound traffic on Maiden Lane for northbound and southbound traffic on Belvedere Avenue.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes a Traffic Control Order and placement of the necessary stop signs to stop westbound traffic on Maiden Lane for northbound and southbound traffic on Nassau Street.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes a Traffic Control Order and placement of the necessary stop signs to stop eastbound traffic on Columbus Avenue for northbound and southbound traffic on Nassau Street.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners also authorizes the Board Chairperson to sign and date the above mentioned Traffic Control Orders and filing of same with the County Clerk.

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

**Nays:** None **Absent:** Koenig **Approved 08/20/2019**

Adopted as part of a consent agenda.

**AUGUST 27, 2019 REGULAR MEETING**

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 18**

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

**RESOLUTION # 19 – 328**

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

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

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

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the attached list of Special and Routine Permits dated August 6, 2019 as submitted.

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

**Nays:** None **Absent:** Koenig **Approved 08/20/2019**

Adopted as part of a consent agenda.

# AUGUST 27, 2019 REGULAR MEETING

## INGHAM COUNTY ROAD DEPARTMENT

DATE August 6, 2019

### LIST OF CURRENT PERMITS ISSUED

ROW PERMIT#	APPLICANT/ CONTRACTOR	WORK	LOCATION	CITY/ TWP	SECTION
2019-320	CONSUMERS ENERGY	ELECTRIC/GAS	TUPELO TRAIL	DELHI	
2019-321	CONSUMERS ENERGY	ELECTRIC - OH	BARNES RD	VEVAY	
2019 - 330	CONSUMERS ENERGY	ELECTRIC – OH	CEDAR ST	DELHI	
2019 – 317	CONSUMERS ENERGY	GAS, BORE, ROAD CUT	BENNETT RD	MERIDIAN	
2019 – 316	CONSUMERS ENERGY	ELECTRIC – OH	OAKLEY RD	STOCKBRIDGE	
2019 – 327	CHERE' PEPPER	SPECIAL EVENT	WILLIAMSTON RD	INGHAM	
2019 – 328	COMCAST CABLE CORP.	CABLE – UG	MARSH RD	MERIDIAN	
2019 – 308	AT & T – EAST LANSING	CABLE – UG, BORE	ST JOSEPH ST	LANSING	
2019 – 325	MERIDIAN CHARTER TOWNSHIP	SPECIAL EVENT	VARIOUS	MERIDIAN	
2019 – 326	MERIDIAN CHARTER TOWNSHIP	SPECIAL EVENT	VARIOUS	MERIDIAN	
2019 – 335	CONSUMERS ENERGY	GAS	WAVERLY RD	LANSING	
2019-337	RAYMOND C HUGHSON REVOCABLE LIVING TRUST	LAND DIVISION	WOLVERINE RD	ALAIEDON	
2019-66	COMCAST	CABLE – OH/UG	SHOPPERS ALLEY	LANSING	
2019-296	CONSUMERS	GAS	JEANNE ST	DELHI	
2019-329	CONSUMERS	GAS	CAROL LN	INGHAM	
2019-342	CONSUMERS	GAS	LAKE DR	MERIDIAN	
2019-309	COMCAST	CABLE – UG	MARSH RD	MERIDIAN	
2019-306	CONSUMERS	ELECTRIC – OH	HASLETT RD	MERIDIAN	
2019-338	ERWIN & BARBARA PIDD	LAND DIVISION	KANE RD	STOCKBRIDGE	



# AUGUST 27, 2019 REGULAR MEETING

2019-346	MERIDIAN CHARTER TWP	ADA RAMP IMPRV	CENTRAL PARK DR	MERIDIAN	
2019-347	MERIDIAN CHARTER TWP	ADA RAMP IMPRV	OKEMOS RD	MERIDIAN	
2019-341	MERIDIAN CHARTER TWP	SPECIAL EVENT	CENTRAL PARK DR	MERIDIAN	
2019-344	CONSUMERS ENERGY	GAS	NIGHTINGALE DR	DELHI	
2019-333	CONSUMERS ENERGY	GAS	ZIMMER RD	WILLIAMSTOWN	
2019-343	MERIDIAN CHARTER TWP	WATERMAIN	HATCH RD	MERIDIAN	
2019-340	MERIDIAN CHARTER TWP	MISC	LAKE LANSING RD	MERIDIAN	
2019-349	CONSUMERS ENERGY	GAS	OKEMOS RD	MERIDIAN	
2019-334	CONSUMERS ENERGY	GAS	VAN ATTA RD	MERIDIAN	
2019-315	ING CO DRAIN COMM	MISC	EIFERT RD	AURELIUS	
2019-303	CONSUMERS ENERGY	GAS/ELEC-OH	AURELIUS RD	DELHI	
2019-359	ZAYO GROUP	CABLE –UG, BORE	EYDE PKWY	MERIDIAN	
2019-322	ACD.NET	CABLE – OH	VARIOUS	MERIDIAN	
2019-323	ACD.NET	CABLE – OH	MARSH RD	MERIDIAN	
2019-348	CONSUMERS ENERGY	ELECTRIC UG/OH	HOLT RD	DELHI	
2019-361	CITY OF MASON	SPECIAL EVENT	HOWELL RD	VARIOUS	
2019-374	CONSUMERS	GAS	TOWNER RD	MERIDIAN	
2019-375	MIKE WICKHAM	LAND DIVISION	EDGAR RD	AURELIUS	
2019-373	CONSUMERS ENERGY	GAS	ONONDAGA RD	ONONDAGA	
2019-392	CONSUMERS ENERGY	ELECTRIC – OH	STILLMAN RD	ALAIEDON	
2019-388	CONSUMERS ENERGY	ELECTRIC – OH	ONONDAGA RD	ONONDAGA	
2019-390	CONSUMERS ENERGY	GAS	WILLOW ST	LANSING	
2019-378	LANSING BWL	WATER MAIN	COLLEGE RD	DELHI	
2019-389	CITY OF LANSING	DETOUR	WAVERLY RD	LANSING	
2019-367	GA HUNT EXCAVATING	SANITARY	EDGEMONT BLVD	LANSING	
2019-377	SCARLETT EXCAVATING	STORM/MANHOL E	STILL VALLEY CT	MERIDIAN	
2019-391	CONSUMERS ENERGY	ELECTRIC – OH	HULL RD	VEVAY	

**AUGUST 27, 2019 REGULAR MEETING**

			MANAGING DIRECTOR:	<hr/>	
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**AUGUST 27, 2019 REGULAR MEETING**

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 19**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A ONE YEAR CONTRACT EXTENSION WITH  
CAPITOL WALK PARKING LLC FOR THE PARKING SPACES LOCATED AT  
LENAWEE AND CHESTNUT IN LANSING**

**RESOLUTION # 19 – 329**

WHEREAS, Ingham County currently leases 111 parking spaces located at the corner of Lenawee and Chestnut in Lansing; and

WHEREAS, parking spaces are needed for Ingham County employees who work at the Grady Porter Building and Veterans Memorial Courthouse; and

WHEREAS, the Facilities Department would like to exercise a one year contract extension with Capitol Walk Parking LLC, thru June of 2020; and

WHEREAS, Capitol Walk Parking LLC, has agreed to hold their current monthly bill rate of \$6,660.00; and

WHEREAS, funds are available in the appropriate 861001 parking lot line items.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a one year extension with Capitol Walk Parking LLC., 2152 Commons Parkway, Okemos, Michigan 48864 for the parking spaces located at Lenawee and Chestnut in Lansing.

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

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

**Nays:** None **Absent:** Koenig **Approved 08/20/2019**

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

**Nays:** None **Absent:** None **Approved 08/21/2019**

Adopted as part of a consent agenda.

**AUGUST 27, 2019 REGULAR MEETING**

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 20**

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE A CONTRACT RENEWAL WITH CLEAN INVESTMENTS INC.  
FOR JANITORIAL SERVICES AT NEW HOPE**

**RESOLUTION # 19 – 330**

WHEREAS, Ingham County currently has a contract with Clean Investments Inc. for janitorial services at New Hope; and

WHEREAS, the current contract expired on July 31, 2019; and

WHEREAS, Clean Investments Inc. has agreed to hold the current monthly bill rate of \$1,100.00; and

WHEREAS, the Facilities Department would like to renew the contract for one year; and

WHEREAS, funds for this are available in line item # 511-61510-818000-02095.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Clean Investments, Inc., 1428 Turner Street, Lansing, Michigan 48906 for janitorial services at New Hope for an amount of \$1,100 per month.

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

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

**Nays:** None **Absent:** Koenig **Approved 08/20/2019**

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

**Nays:** None **Absent:** None **Approved 08/21/2019**

Adopted as part of a consent agenda.

**AUGUST 27, 2019 REGULAR MEETING**

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 21**

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE A PURCHASE ORDER TO BE ISSUED TO JIMMERSON  
ROOFING FOR THE REPLACEMENT OF THE DRAIN COMMISSIONERS POLE BARN ROOF**

**RESOLUTION # 19 – 331**

WHEREAS, the roof of the Drain Commissioner's pole barn has deteriorated and needs to be replaced; and

WHEREAS, it is the recommendation of the Facilities Department to issue a purchase order to Jimmerson Roofing who submitted the lowest responsive and responsible proposal not to exceed \$9,890.00 for the replacement of the pole barn roof; and

WHEREAS, funds for this project are available through the approved CIP line item # 245-27599-976000-9F19.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes issuing a purchase order to Jimmerson Roofing, 13199 Blaisdell, Dewitt, Michigan 48820 for the replacement of the roof of the Drain Commissioner's pole barn for an amount not to exceed \$ 9,890.00.

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

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

**Nays:** None **Absent:** Koenig **Approved 08/20/2019**

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

**Nays:** None **Absent:** None **Approved 08/21/2019**

Adopted as part of a consent agenda.

**AUGUST 27, 2019 REGULAR MEETING**

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 22**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH ROGER DONALDSON AIA FOR  
ARCHITECTURAL SERVICES FOR THE RENOVATION OF THREE ADDITIONAL OFFICES  
ON THE SECOND FLOOR OF THE HUMAN SERVICES BUILDING**

**RESOLUTION # 19 – 332**

WHEREAS, the additional three offices at the Human Services Building second floor is needed for staff; and

WHEREAS, it is the recommendation of both the Facilities and Health Departments to enter into an agreement with Roger Donaldson, AIA, a registered local vendor who submitted the lowest responsive and responsible proposal of \$5,440.00 plus \$400.00 for reimbursables; and

WHEREAS, funds for this project are available within the approved CIP Line Item 631-23304-976000-9F25.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Roger Donaldson AIA, Lansing, Michigan, 48096, for the architectural services for the three additional offices at the Human Services Building for an amount not to exceed \$5,840.00.

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

**COUNTY SERVICES: Yeas:** Celentino, Stivers, Grebner, Sebolt, Maiville, Naeyaert  
**Nays:** None **Absent:** Koenig **Approved 08/20/2019**

**FINANCE: Yeas:** Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville  
**Nays:** None **Absent:** None **Approved 08/21/2019**

Adopted as part of a consent agenda.

**AUGUST 27, 2019 REGULAR MEETING**

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

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH SUPERIOR ELECTRIC OF  
LANSING INC. FOR THE REPLACEMENT OF THE UNINTERRUPTED POWER SYSTEM AT  
THE MASON HISTORICAL COURTHOUSE**

**RESOLUTION # 19 – 333**

WHEREAS, the Uninterrupted Power System provides backup power for the life safety systems in the event of an emergency; and

WHEREAS, the Uninterrupted Power System at the Mason Historical Courthouse has outlived its life expectancy and needs to be replaced; and

WHEREAS, it is the recommendation of the Facilities Department to enter into an agreement with Superior Electric of Lansing Inc. who submitted the lowest responsive and responsible proposal of \$31,500.00 for the replacement of the Uninterrupted Power System at the Mason Historical Courthouse; and

WHEREAS, the Facilities Department is requesting a contingency of \$3,550.00 for unforeseen circumstances; and

WHEREAS, funds for this project are available through the approved CIP line item #646-23303-976000-9F06.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Superior Electric of Lansing Inc., 212 West Sheridan Road, Lansing, Michigan 48906 for the replacement of the Uninterrupted Power System at Mason Historical Courthouse for an amount not to exceed \$35,050.00 which includes a \$3,550.00 contingency.

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

**COUNTY SERVICES: Yeas:** Celentino, Stivers, Grebner, Sebolt, Maiville, Naeyaert  
**Nays:** None **Absent:** Koenig **Approved 08/20/2019**

**FINANCE: Yeas:** Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville  
**Nays:** None **Absent:** None **Approved 08/21/2019**

Adopted as part of a consent agenda.

**AUGUST 27, 2019 REGULAR MEETING**

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 24**

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION APPOINTING WILLIAM E. FOWLER  
AS ACTING COUNTY GRANT ADMINISTRATOR  
FOR THE 2019 INGHAM COUNTY REMONUMENTATION PROJECT**

**RESOLUTION # 19 – 334**

WHEREAS, as required by Act 345, P.A. 1990, a condition of receiving annual grant funds to implement the County Monumentation and Remonumentation Plan is that the County appoint a County Grant Administrator; and

WHEREAS, at their November 13, 2018 meeting, by Resolution #18-458, the Ingham County Board of Commissioners appointed Robert L. Francis for the related services of County Grant Administrator as required by Act 345, P.A. 1990; and

WHEREAS, on July 19, 2019, Robert L. Francis retired from his position as Deputy Equalization Director of Ingham County.

THEREFORE BE IT RESOLVED, that it is respectfully requested that the Ingham County Remonumentation Committee, the Ingham County Board of Commissioners appoint William E. Fowler, Equalization Director, for the related services as Acting County Grant Administrator as required by Act 345, P.A. 1990 for the balance of the 2019 Ingham County Remonumentation Project.

**COUNTY SERVICES: Yeas:** Celentino, Stivers, Grebner, Sebolt, Maiville, Naeyaert  
**Nays:** None **Absent:** Koenig **Approved 08/20/2019**

**FINANCE: Yeas:** Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville  
**Nays:** None **Absent:** None **Approved 08/21/2019**

Adopted as part of a consent agenda.



**AUGUST 27, 2019 REGULAR MEETING**

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 25**

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO ACCEPT A MONETARY DONATION FROM THE POTTER PARK  
ZOOLOGICAL SOCIETY**

**RESOLUTION # 19 – 335**

WHEREAS, the Potter Park Zoological Society is a private, 501(c)3 nonprofit, fundraising organization that raises funds to support Potter Park Zoo; and

WHEREAS, Potter Park Zoo continues to work to become accessible and inclusive for all community members; and

WHEREAS, the Potter Park Zoological Society applied for and received grants totaling \$35,715 for accessibility and inclusivity improvements at Potter Park Zoo.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves acceptance of a \$35,715 monetary donation from the Potter Park Zoological Society for accessibility and inclusivity improvements at Potter Park Zoo.

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

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

**Nays:** None **Absent:** Koenig **Approved 08/20/2019**

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

**Nays:** None **Absent:** None **Approved 08/21/2019**

Adopted as part of a consent agenda.

**AUGUST 27, 2019 REGULAR MEETING**

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 26**

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE AN OIL AND GAS LEASE AGREEMENT FOR ICRD PROPERTY  
LOCATED ON KIPP ROAD**

**RESOLUTION # 19 – 336**

WHEREAS, Jordan Development Company, L.L.C., has contacted the Ingham County Road Department (ICRD) about a proposed Oil and Gas well located near ICRD property and has proposed Oil and Gas lease agreement with the ICRD; and

WHEREAS, the ICRD has received a proposed Oil and Gas lease agreement from Jordan Development L.L.C. related to the ICRD .46 acre parcel of land on Kipp Road in Vevay Township; and

WHEREAS, the ICRD will request the Ingham County Attorney to negotiate and process any required documentation related to the proposed Oil and Gas lease agreement on behalf of the ICRD.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes the Ingham County Attorney and the ICRD to negotiate an Oil and Gas lease agreement, with Jordan Development L.L.C. from Traverse City, Michigan 49686, related to the property on Kipp Road owned by the ICRD.

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

**COUNTY SERVICES: Yeas:** Celentino, Stivers, Grebner, Sebolt, Maiville, Naeyaert  
**Nays:** None **Absent:** Koenig **Approved 08/20/2019**

**FINANCE: Yeas:** Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville  
**Nays:** None **Absent:** None **Approved 08/21/2019**

Adopted as part of a consent agenda.

**AUGUST 27, 2019 REGULAR MEETING**

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 27**

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE A SECOND PARTY AGREEMENT WITH  
THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT)  
AND A THIRD PARTY AGREEMENT WITH DELHI CHARTER TOWNSHIP  
IN RELATION TO A FEDERALLY FUNDED SAFE ROUTES TO SCHOOL PROJECT  
FOR THE HOLT PUBLIC SCHOOL DISTRICT**

**RESOLUTION # 19 – 337**

WHEREAS, The Ingham County Road Department received Safe Routes to School (SR2S) funding, on behalf of Delhi Charter Township and the Holt Public School District, to construct certain infrastructure improvements to enable and encourage children to safely walk and bike to school; and

WHEREAS, Delhi Charter Township desires to fund, design, construct, and maintain the built infrastructure for the use of the general public and satisfy all the requirements of the Michigan Department of Transportation (MDOT), the Federal Highway Administration, and the Road Department; and

WHEREAS, the PROJECT will be undertaken pursuant to a contract between the State of Michigan/MDOT and the contractor; and

WHEREAS, the County on behalf of the Road Department, in turn, must therefore enter into an associated second party agreement with the State of Michigan/MDOT consistent with the requirement for state and federal funding requirements; and

WHEREAS, the Road Department and Delhi Charter Township agree that the township will administer construction of the project, and will pay any and all local match costs incurred by the project, plus \$5,000.00 for project administration and oversight provided by the Road Department; and

WHEREAS, the estimated construction costs for the project are as follows:

Federal SR2S Funding:	\$1,071,400
Delhi Charter Township Match:	<u>\$ 18,000</u>
	\$1,089,400

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a contract with the State of Michigan/MDOT to effect construction of the District Wide Safe Routes to School Project, on behalf of Delhi Charter Township and the Holt Public School District, for a total estimated cost of \$1,089,400 consisting of \$1,071,400 in federal SR2S funding and \$18,000 in township matching funds.

## **AUGUST 27, 2019 REGULAR MEETING**

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a third party agreement with Delhi Charter Township to also effect construction of the District Wide Safe Routes to School Project.

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

**COUNTY SERVICES: Yeas:** Celentino, Stivers, Grebner, Sebolt, Maiville, Naeyaert  
**Nays:** None **Absent:** Koenig **Approved 08/20/2019**

**FINANCE: Yeas:** Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville  
**Nays:** None **Absent:** None **Approved 08/21/2019**

Adopted as part of a consent agenda.

**AUGUST 27, 2019 REGULAR MEETING**

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 28**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION CERTIFYING REPRESENTATIVES FOR THE  
MERS 2019 RETIREMENT CONFERENCE**

**RESOLUTION # 19 – 338**

WHEREAS, the Municipal Employees' Retirement System (MERS) will hold the 73<sup>rd</sup> Annual Retirement Conference at the Grand Traverse Resort on October 3 and October 4, 2019; and

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

WHEREAS, the 2019 MERS Retirement Conference expenses are included in the fiscal year 2019 Human Resources Department budget.

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

Employee Delegate: Jill Bauer, Administrative Analyst-Budgeting

Officer Delegate: Sue Graham, Human Resources Director

BE IT FURTHER RESOLVED, that Ingham County Board of Commissioners authorizes the payment, pursuant to the County's travel policy, of the expenses of the Employee Delegate and Officer Delegate to attend the 2019 MERS Retirement Conference.

**COUNTY SERVICES: Yeas:** Celentino, Stivers, Grebner, Sebolt, Maiville, Naeyaert  
**Nays:** None **Absent:** Koenig **Approved 08/20/2019**

**FINANCE: Yeas:** Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville  
**Nays:** None **Absent:** None **Approved 08/21/2019**

Adopted as part of a consent agenda.

**AUGUST 27, 2019 REGULAR MEETING**

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 29**

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION AMENDING AND RESTATING THE INGHAM COUNTY  
DEFERRED COMPENSATION PLAN**

**RESOLUTION # 19 – 339**

WHEREAS, Resolution #80-357 adopted the original Ingham County Deferred Compensation Plan; and

WHEREAS, Resolution #08-079 amended and restated the Ingham County Deferred Compensation Plan; and

WHEREAS, amendments and changes to the tax laws have occurred since the plan was originally adopted; and

WHEREAS, an updated plan document has been drafted to include all amendments and tax law changes; and

WHEREAS, the County Deferred Compensation Committee has reviewed the updated plan document.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the attached amended and restated Ingham County Deferred Compensation Plan (“Plan”).

BE IT FURTHER RESOLVED, that a contract is authorized with Nationwide Retirement Solutions, Inc. for plan administrative services, effective immediately.

BE IT FURTHER RESOLVED, that the Board Chairperson is authorized to sign any necessary contracts after review and approval as to form by the County Attorney.

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

**Nays:** None **Absent:** Koenig **Approved 08/20/2019**

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

**Nays:** None **Absent:** None **Approved 08/21/2019**

Adopted as part of a consent agenda.

# AUGUST 27, 2019 REGULAR MEETING

Eligible 457 Plan

## ADOPTION AGREEMENT FOR ELIGIBLE GOVERNMENTAL 457 PLAN

The undersigned Employer, by executing this Adoption Agreement, establishes an Eligible 457 Plan ("Plan"). The Employer, subject to the Employer's Adoption Agreement elections, adopts fully the Plan provisions. This Adoption Agreement, the basic plan document and any attached Appendices, amendments, or agreements permitted or referenced therein, constitute the Employer's entire plan document. *All "Election" references within this Adoption Agreement or the basic plan document are Adoption Agreement Elections. All "Article" or "Section" references are basic plan document references. Numbers in parentheses which follow election numbers are basic plan document references.* Where an Adoption Agreement election calls for the Employer to supply text, the Employer may lengthen any space or line, or create additional tiers. When Employer-supplied text uses terms substantially similar to existing printed options, all clarifications and caveats applicable to the printed options apply to the Employer-supplied text unless the context requires otherwise. The Employer makes the following elections granted under the corresponding provisions of the basic plan document.

1. **EMPLOYER (1.11).**

Name: County of Ingham  
Address: 5303 South Cedar St Suite 2102  
Street  
Lansing City Michigan State 48911 Zip  
Telephone: (519) 877-4373  
Taxpayer Identification Number (TIN): 38-6005629

2. **PLAN NAME.**

Name: County of Ingham 457(b) Deferred Compensation Plan

3. **PLAN YEAR (1.25).** Plan Year means the 12 consecutive month period (except for a short Plan Year) ending every (Choose one of a. or b. and choose c. if applicable): [Note: Complete any applicable blanks under Election c. with a specific date, e.g., "June 30" OR "the last day of February" OR "the first Tuesday in January." In the case of a Short Plan Year or a Short Limitation Year, include the year, e.g., "May 1, 2013."]

- a. ☒ **December 31.**  
b. ☐ **Plan Year:** ending: \_\_\_\_\_  
c. ☐ **Short Plan Year:** commencing: \_\_\_\_\_ and ending: \_\_\_\_\_

4. **EFFECTIVE DATE (1.08).** The Employer's adoption of the Plan is a (Choose one of a. or b. Complete c. if new plan OR complete c. and d. if an amendment and restatement. Choose e. if applicable):

- a. ☐ **New Plan.**  
b. ☒ **Restated Plan.** The Plan is a substitution and amendment of an existing 457 plan.

**Initial Effective Date of Plan**

- c. ☒ April 1, 1981 (enter month day, year; hereinafter called the "Effective Date" unless 4d is entered below)

**Restatement Effective Date** (If this is an amendment and restatement, enter effective date of the restatement.)

- d. ☒ September 1, 2019 (enter month day, year)

**Special Effective Dates:** (optional)

- e. ☐ **Describe:** \_\_\_\_\_

5. **CONTRIBUTION TYPES.** (If this is a frozen Plan (i.e., all contributions have ceased), choose a. only):

**Frozen Plan**

- a. ☐ **Contributions cease.** All Contributions have ceased or will cease (Plan is frozen).  
1. **Effective date of freeze:** \_\_\_\_\_ [Note: Effective date is optional unless this is the amendment or restatement to freeze the Plan.]

## AUGUST 27, 2019 REGULAR MEETING

### Eligible 457 Plan

**Contributions.** The Employer and/or Participants, in accordance with the Plan terms, make the following Contribution Types to the Plan *(Choose one or more of b. through d. if applicable)*:

- b. ☒ **Pre-Tax Elective Deferrals.** The dollar or percentage amount by which each Participant has elected to reduce his/her Compensation, as provided in the Participant's Salary Reduction Agreement *(Choose one or more as applicable)*:

And will Matching Contributions be made with respect to Elective Deferrals?

1. ☐ **Yes.** See Question 16.

2. ☒ **No.**

And will **Roth Elective Deferrals** be made?

3. ☒ **Yes.** *[Note: The Employer may not limit Deferrals to Roth Deferrals only.]*

4. ☐ **No.**

- c. ☐ **Nonelective Contributions.** See Question 17.

- d. ☒ **Rollover Contributions.** See Question 30.

6. **EXCLUDED EMPLOYEES (1.10).** The following Employees are Excluded Employees and are not eligible to participate in the Plan *(Choose one of a. or b.)*:

- a. ☒ **No exclusions.** All Employees are eligible to participate.

- b. ☐ **Exclusions.** The following Employees are Excluded Employees *(Choose one or more of 1. through 4.)*:

1. ☐ **Part-time Employees.** The Plan defines part-time Employees as Employees who normally work less than \_\_\_\_\_ hours per week.

2. ☐ **Hourly-paid Employees.**

3. ☐ **Leased Employees.** The Plan excludes Leased Employees.

4. ☐ **Specify:** \_\_\_\_\_

7. **INDEPENDENT CONTRACTOR (1.16).** The Plan *(Choose one of a., b. or c.)*:

- a. ☒ **Participate.** Permits Independent Contractors to participate in the Plan.

- b. ☐ **Not Participate.** Does not permit Independent Contractors to participate in the Plan.

- c. ☐ **Specified Independent Contractors.** Permits the following specified Independent Contractors to participate:

*[Note: If the Employer elects to permit any or all Independent Contractors to participate in the Plan, the term Employee as used in the Plan includes such participating Independent Contractors.]*

8. **COMPENSATION (1.05).** Subject to the following elections, Compensation for purposes of allocation of Deferral Contributions means:

**Base Definition** *(Choose one of a., b. or c.)*:

- a. ☒ Wages, tips and other compensation on Form W-2.

- b. ☐ Code §3401(a) wages (wages for withholding purposes).

- c. ☐ 415 safe harbor compensation.

*[Note: The Plan provides that the base definition of Compensation includes amounts that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2), & 457. Compensation for an Independent Contractor means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies below.]*

**Modifications to Compensation definition.** The Employer elects to modify the Compensation definition as follows *(Choose one of d. or e.)*:

- d. ☒ **No modifications.** The Plan makes no modifications to the definition.

- e. ☐ **Modifications** *(Choose one or more of 1. through 5.)*:

1. ☐ **Fringe benefits.** The Plan excludes all reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation and welfare benefits.

2. ☐ **Elective Contributions.** [1.05(E)] The Plan excludes a Participant's Elective Contributions.

3. ☐ **Bonuses.** The Plan excludes bonuses.



## AUGUST 27, 2019 REGULAR MEETING

### Eligible 457 Plan

4. ☐ **Overtime.** The Plan excludes overtime.

5. ☐ **Specify:** \_\_\_\_\_.

**Compensation taken into account.** For the Plan Year in which an Employee first becomes a Participant, the Plan Administrator will determine the allocation of matching and nonelective contributions by taking into account *(Choose one of f. or g.)*:

f. ☒ **Plan Year.** The Employee's Compensation for the entire Plan Year.

g. ☐ **Compensation while a Participant.** The Employee's Compensation only for the portion of the Plan Year in which the Employee actually is a Participant.

9. **POST-SEVERANCE COMPENSATION (1.05(F)).** Compensation includes the following types of Post-Severance Compensation paid within any applicable time period as may be required *(Choose one of a. or b.)*:

a. ☐ **None.** The Plan does not take into account Post-Severance Compensation as to any Contribution Type except as required under the basic plan document.

b. ☒ **Adjustments.** The following Compensation adjustments apply *(Choose one or more)*:

1. ☒ **Regular Pay.** Post-Severance Compensation will include Regular Pay and it will apply to all Contribution Types.

2. ☒ **Leave-Cashouts.** Post-Severance Compensation will include Leave Cashouts and it will apply to all Contribution Types.

3. ☒ **Nonqualified Deferred Compensation.** Post-Severance Compensation will include Deferred Compensation and it will apply to all Contribution Types.

4. ☐ **Salary Continuation for Disabled Participants.** Post-Severance Compensation will include Salary Continuation for Disabled Participants and it will apply to all Contribution Types.

5. ☐ **Differential Wage Payments.** Post-Severance Compensation will include Differential Wage Payments (military continuation payments) and it will apply to all Contribution Types.

6. ☐ **Describe alternative Post-Severance Compensation definition, limit by Contribution Type, or limit by Participant group:** \_\_\_\_\_.

10. **NORMAL RETIREMENT AGE (1.20).** A Participant attains Normal Retirement Age under the Plan *(Choose one of a. or b.)*:

a. ☐ **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age \_\_\_\_\_. *[Note: The age may not exceed age 70 1/2. The age may not be less than age 65, or, if earlier, the age at which a Participant may retire and receive benefits under the Employer's pension plan, if any.]*

b. ☒ **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age 65 and may not be later than age 70 1/2. *[Note: The age may not exceed age 70 1/2.]*

**Special Provisions for Police or Fire Department Employees** *(Choose c. and/or d. as applicable)*:

c. ☒ **Police department employees.** [Plan Section 3.05(B)(3)] *(Choose 1. or 2.)*:

1. ☐ **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age \_\_\_\_\_. *[Note: The age may not exceed age 70 1/2 and may not be less than age 40.]*

2. ☒ **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age 40 (no earlier than age 40) and may not be later than age 70 1/2. *[Note: The age may not exceed age 70 1/2.]*

d. ☒ **Fire department employees.** [Plan Section 3.05(B)(3)] *(Choose 1. or 2.)*:

1. ☐ **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age \_\_\_\_\_. *[Note: The age may not exceed age 70 1/2 and may not be less than age 40.]*

2. ☒ **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age 40 (no earlier than age 40) and may not be later than age 70 1/2. *[Note: The age may not exceed age 70 1/2.]*

11. **ELIGIBILITY CONDITIONS (2.01).** *(Choose one of a. or b.)*:

a. ☒ **No eligibility conditions.** The Employee is eligible to participate in the Plan as of his/her first day of employment with the employer.

b. ☐ **Eligibility conditions.** To become a Participant in the Plan, an Eligible Employee must satisfy the following eligibility conditions *(Choose one or more of 1., 2. or 3.)*:

1. ☐ **Age.** Attainment of age \_\_\_\_\_.

## AUGUST 27, 2019 REGULAR MEETING

### Eligible 457 Plan

2. ☐ **Service.** Service requirement (*Choose one of a. or b.*):
- a. ☐ **Year of Service.** One year of Continuous Service.
- b. ☐ **Months of Service.** \_\_\_\_\_ month(s) of Continuous Service.
3. ☐ **Specify:** \_\_\_\_\_.
12. **PLAN ENTRY DATE (1.24).** "Plan Entry Date" means the Effective Date and (*Choose one of a. through d.*):
- a. ☐ **Monthly.** The first day of the month coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions.
- b. ☐ **Annual.** The first day of the Plan Year coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions.
- c. ☒ **Date of hire.** The Employee's employment commencement date with the Employer.
- d. ☐ **Specify:** \_\_\_\_\_.
13. **SALARY REDUCTION CONTRIBUTIONS (1.30).** A Participant's Salary Reduction Contributions under Election 5b. are subject to the following limitation(s) in addition to those imposed by the Code (*Choose one of a. or b.*):
- a. ☒ **No limitations.**
- b. ☐ **Limitations.** (*Choose one or more of 1., 2. or 3.*):
1. ☐ **Maximum deferral amount.** A Participant's Salary Reductions may not exceed: \_\_\_\_\_ (*specify dollar amount or percentage of Compensation*).
2. ☐ **Minimum deferral amount.** A Participant's Salary Reductions may not be less than: \_\_\_\_\_ (*specify dollar amount or percentage of Compensation*).
3. ☐ **Specify:** \_\_\_\_\_.
- [Note: Any limitation the Employer elects in b.1. through b.3. will apply on a payroll basis unless the Employer otherwise specifies in b.3.]
- Special NRA Catch-Up Contributions (3.05).** The Plan (*Choose one of c. or d.*):
- c. ☒ **Permits.** Participants may make NRA catch-up contributions.
- AND, Special NRA Catch-Up Contributions (*Choose one of 1. or 2.*):**
1. ☐ will be taken into account in applying any matching contribution under the Plan.
2. ☐ will not be taken into account in applying any matching contribution under the Plan.
- d. ☐ **Does not permit.** Participants may not make NRA catch-up contributions.
- Age 50 Catch-Up Contributions (3.06).** The Plan (*Choose one of e. or f.*):
- e. ☒ **Permits.** Participants may make age 50 catch-up contributions.
- f. ☐ **Does not permit.** Participants may not make age 50 catch-up contributions.
14. **SICK, VACATION AND BACK PAY (3.02(A)).** The Plan (*Choose one of a. or b.*):
- a. ☒ **Permits.** Participants may make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.
- b. ☐ **Does Not Permit.** Participants may not make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.
15. **AUTOMATIC ENROLLMENT (3.02(B)).** Does the Plan provide for automatic enrollment (*Choose one of the following*) [Note: if Eligible Automatic Contribution Arrangement (EACA), select 15c and complete Questions 31 & 32]:
- a. ☒ **Does not apply.** Does not apply the Plan's automatic enrollment provisions.
- b. ☐ **Applies.** Applies the Plan's automatic enrollment provisions. The Employer as a Pre-Tax Elective Deferral will withhold \_\_\_\_\_% from each Participant's Compensation unless the Participant elects a different percentage (including zero) under his/her Salary Reduction Agreement. The automatic election will apply to (*Choose one of 1. through 3.*):
1. ☐ **All Participants.** All Participants who as of \_\_\_\_\_ are not making Pre-Tax Elective Deferrals at least equal to the automatic amount.
2. ☐ **New Participants.** Each Employee whose Plan Entry Date is on or following: \_\_\_\_\_.
3. ☐ **Describe Application of Automatic Deferrals:** \_\_\_\_\_.

## AUGUST 27, 2019 REGULAR MEETING

### Eligible 457 Plan

c. ☐ **EACA.** The Plan will provide an Eligible Automatic Contribution Arrangement (EACA). Complete Questions 31 & 32.

16. **MATCHING CONTRIBUTIONS (3.03).** The Employer Matching Contributions is *(Choose one or more of a. through d.)*:

- a. ☐ **Fixed formula.** An amount equal to \_\_\_\_\_ of each Participant's Salary Reduction Contributions.
- b. ☐ **Discretionary formula.** An amount (or additional amount) equal to a matching percentage the Employer from time to time may deem advisable of each Participant's Salary Reduction Contributions.
- c. ☐ **Tiered formula.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's Salary Reduction Contributions, determined as follows:

**NOTE:** Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

d. ☐ **Specify:** \_\_\_\_\_.

**Time Period for Matching Contributions.** The Employer will determine its Matching Contribution based on Salary Reduction Contributions made during each *(Choose one of e. through h.)*:

- e. ☐ **Plan Year.**
- f. ☐ **Plan Year quarter.**
- g. ☐ **Payroll period.**
- h. ☐ **Specify:** \_\_\_\_\_.

**Salary Reduction Contributions Taken into Account.** In determining a Participant's Salary Reduction Contributions taken into account for the above-specified time period under the Matching Contribution formula, the following limitations apply *(Choose one of i. through l.)*:

- i. ☐ **All Salary Reduction Contributions.** The Plan Administrator will take into account all Salary Reduction Contributions.
- j. ☐ **Specific limitation.** The Plan Administrator will disregard Salary Reduction Contributions exceeding \_\_\_\_\_% of the Participant's Compensation.
- k. ☐ **Discretionary.** The Plan Administrator will take into account the Salary Reduction Contributions as a percentage of the Participant's Compensation as the Employer determines.
- l. ☐ **Specify:** \_\_\_\_\_.

**Allocation Conditions.** To receive an allocation of Matching Contributions, a Participant must satisfy the following allocation condition(s) *(Choose one of m. or n.)*:

- m. ☐ **No allocation conditions.**
- n. ☐ **Conditions.** The following allocation conditions apply to Matching Contributions *(Choose one or more of 1. through 4.)*:
- ☐ **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: \_\_\_\_\_.
  - ☐ **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.
  - ☐ **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.
  - ☐ **Specify:** \_\_\_\_\_.

17. **NONELECTIVE CONTRIBUTIONS (1.19).** The Nonelective Contributions under Election 5c. are made as follows: *(Choose one)*:

- a. ☐ **Discretionary - Pro-Rata.** An amount the Employer in its sole discretion may determine.

## AUGUST 27, 2019 REGULAR MEETING

### Eligible 457 Plan

- b. ☐ **Fixed - Pro Rata.** \_\_\_\_\_ % of Compensation.
- c. ☐ **Other.** A Nonelective Contribution may be made as follows: \_\_\_\_\_.

**Allocation Conditions. (3.08).** To receive an allocation of Nonelective Contributions, a Participant must satisfy the following allocation condition(s) (*Choose one of d. or e.*):

- d. ☐ **No allocation conditions.**
- e. ☐ **Conditions.** The following allocation conditions apply to Nonelective Contributions (*Choose one or more of 1. through 4.*):
1. ☐ **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: \_\_\_\_\_.
  2. ☐ **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.
  3. ☐ **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.
  4. ☐ **Specify:** \_\_\_\_\_.

18. **TIME AND METHOD OF PAYMENT OF ACCOUNT (4.02).** The Plan will distribute to a Participant who incurs a Severance from Employment his/her Vested Account as follows:

**Timing.** The Plan, in the absence of a permissible Participant election to commence payment later, will pay the Participant's Account (*Choose one of a. through e.*):

- a. ☐ **Specified Date.** \_\_\_\_\_ days after the Participant's Severance from Employment.
- b. ☒ **Immediate.** As soon as administratively practicable following the Participant's Severance from Employment.
- c. ☐ **Designated Plan Year.** As soon as administratively practicable in the \_\_\_\_\_ Plan Year beginning after the Participant's Severance from Employment.
- d. ☐ **Normal Retirement Age.** As soon as administratively practicable after the close of the Plan Year in which the Participant attains Normal Retirement Age.
- e. ☐ **Specify:** \_\_\_\_\_.

**Method.** The Plan, in the absence of a permissible Participant election, will distribute the Participant's Account under one of the following method(s) of distribution (*Choose one or more of f. through j. as applicable*):

- f. ☒ **Lump sum.** A single payment.
- g. ☒ **Installments.** Multiple payments made as follows: as elected by the Participant.
- h. ☐ **Installments for required minimum distributions only.** Annual payments, as necessary under Plan Section 4.03.
- i. ☐ **Annuity distribution option(s):** \_\_\_\_\_.
- j. ☒ **Specify:** Partial Lump Sum as elected by the Participant.

**Participant Election.** [Plan Sections 4.02(A) and (B)] The Plan (*Choose one of k., l. or m.*):

- k. ☒ **Permits.** Permits a Participant, with Plan Administrator approval of the election, to elect to postpone distribution beyond the time the Employer has elected in a. through e. and also to elect the method of distribution (including a method not described in f. through j. above).
- l. ☐ **Does not permit.** Does not permit a Participant to elect the timing and method of Account distribution.
- m. ☐ **Specify:** \_\_\_\_\_.

**Mandatory Distributions.** Notwithstanding any other distribution election, following Severance from Employment (*Choose n. or o.*):

- n. ☐ **No Mandatory Distributions.** The Plan will not make a Mandatory Distribution.
- o. ☒ **Mandatory Distribution.** If the Participant's Vested Account is not in excess of \$5,000 (unless a different amount selected below) as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.
1. ☒ **Mandatory Distribution.** If the Participant's Vested Account is not in excess of \$ 1,000 as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.

## AUGUST 27, 2019 REGULAR MEETING

### Eligible 457 Plan

**Exclusion of rollovers in determination of \$5,000 threshold.** In determining the \$5,000 threshold (or other dollar threshold above), rollover contributions will be:

- p. ☒ **included.**  
q. ☐ **excluded.**

19. **BENEFICIARY DISTRIBUTION ELECTIONS.** Distributions following a Participant's death will be made as follows (*Choose one of a. through d.*):

- a. ☐ **Immediate.** As soon as practical following the Participant's death.  
b. ☐ **Next Calendar Year.** At such time as the Beneficiary may elect, but in any event on or before the last day of the calendar year which next follows the calendar year of the Participant's death.  
c. ☒ **As Beneficiary elects.** At such time as the Beneficiary may elect, consistent with Section 4.03.  
d. ☐ **Describe:** \_\_\_\_\_

[Note: The Employer under Election 19d. may describe an alternative distribution timing or afford the Beneficiary an election which is narrower than that permitted under Election 19c., or include special provisions related to certain beneficiaries, (e.g., a surviving spouse). However, any election under Election 19d. must require distribution to commence no later than the Section 4.03 required date.]

20. **DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT (4.05).** A Participant prior to Severance from Employment may elect to receive a distribution of his/her Vested Account under the following distribution options (*Choose one of a. or b.*):

- a. ☐ **None.** A Participant may not receive a distribution prior to Severance from Employment.  
b. ☒ **Distributions.** Prior to Severance from Employment are permitted as follows (*Choose one or more of 1. through 4.*):  
1. ☒ **Unforeseeable emergency.** A Participant may elect a distribution from his/her Account in accordance with Plan Section 4.05(A) (for the Participant, spouse, dependents or beneficiaries)  
2. ☒ **De minimis exception.** [Plan Section 4.05(B)] If the Participant: (i) has an Account that does not exceed \$5,000; (ii) has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (iii) has not received a prior Plan distribution under this de minimis exception, then (*Choose one of a., b. or c.*):  
a. ☒ **Participant election.** The Participant may elect to receive all or any portion of his/her Account.  
b. ☐ **Mandatory distribution.** The Plan Administrator will distribute the Participant's entire Account.  
c. ☐ **Hybrid.** The Plan Administrator will distribute a Participant's Account that does not exceed \$\_\_\_\_\_ and the Participant may elect to receive all or any portion of his/her Account that exceeds \$\_\_\_\_\_ but that does not exceed \$5,000.  
3. ☒ **Age 70 1/2.** A Participant who attains age 70 1/2 prior to Severance from Employment may elect distribution of any or all of his/her Account.  
4. ☐ **Specify:** \_\_\_\_\_

[Note: An Employer need not permit any in-service distributions. Any election must comply with the distribution restrictions of Code Section 457(d).]

21. **QDRO (4.06).** The QDRO provisions (*Choose one of a., b. or c.*):

- a. ☒ **Apply.**  
b. ☐ **Do not apply.**  
c. ☐ **Specify:** \_\_\_\_\_

22. **ALLOCATION OF EARNINGS (5.07(B)).** The Plan allocates Earnings using the following method (*Choose one or more of a. through f.*):

- a. ☒ **Daily.** See Section 5.07(B)(4)(a).  
b. ☐ **Balance forward.** See Section 5.07(B)(4)(b).  
c. ☐ **Balance forward with adjustment.** See Section 5.07(B)(4)(c). Allocate pursuant to the balance forward method, except treat as part of the relevant Account at the beginning of the Valuation Period \_\_\_\_\_% of the contributions made during the following Valuation Period: \_\_\_\_\_.  
d. ☐ **Weighted average.** See Section 5.07(B)(4)(d). If not a monthly weighting period, the weighting period is \_\_\_\_\_.  
e. ☐ **Directed Account method.** See Section 5.07(B)(4)(e).

## AUGUST 27, 2019 REGULAR MEETING

### Eligible 457 Plan

f. ☐ **Describe Earnings allocation method:** \_\_\_\_\_.

[Note: The Employer under Election 22f. may describe Earnings allocation methods from the elections available under Election 22 and/or a combination thereof as to any: (i) Participant group (e.g., Daily applies to Division A Employees OR to Employees hired after "x" date. Balance forward applies to Division B Employees OR to Employees hired on/before "x" date.); (ii) Contribution Type (e.g., Daily applies as to Discretionary Nonelective Contribution Accounts. Participant-Directed Account applies to Fixed Nonelective Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., Balance forward applies to investments placed with vendor A and Participant-Directed Account applies to investments placed with vendor B OR Daily applies to Participant-Directed Accounts and balance forward applies to pooled Accounts).]

23. HEART ACT PROVISIONS (1.31(C)(3)/3.13). The Employer elects to (Choose one of a. or b. and c. or d.):

#### Continued Benefit Accruals.

a. ☒ **Not apply the benefit accrual provisions of Section 3.13.**

b. ☐ **Apply the benefit accrual provisions of Section 3.13.**

#### Distributions for deemed severance of employment (1.31(C)(3))

c. ☒ **The Plan does NOT permit distributions for deemed severance of employment.**

d. ☐ **The Plan permits distributions for deemed severance of employment.**

24. VESTING/SUBSTANTIAL RISK OF FORFEITURE (5.11). A Participant's Deferral Contributions are [Note: If a Participant incurs a Severance from Employment before the specified events or conditions, the Plan will forfeit the Participant's non-vested Account. Caution: if a Deferral is subject to vesting schedule or other substantial risk of forfeiture, it does not count as a deferral for purposes of the annual deferral limit until the year it is fully vested.] (Choose all that apply of a. through d.):

a. ☒ **100% Vested/No Risk of Forfeiture.** Immediately Vested without regard to additional Service and no Substantial Risk of Forfeiture. The following contributions are 100% Vested:

1. ☒ **All Contributions.** (skip to 25.)

2. ☐ **Only the following contributions.** (select all that apply):

a. ☐ **Salary Reduction Contributions.**

b. ☐ **Nonelective Contributions.**

c. ☐ **Matching Contributions.**

b. ☐ **Forfeiture under Vesting Schedule.** Vested according to the following:

**Contributions affected.** The following contributions are subject to the vesting schedule (Choose one or more of 1., 2. or 3.):

1. ☐ **Salary Reduction Contributions.**

2. ☐ **Nonelective Contributions.**

3. ☐ **Matching Contributions.**

4. ☐ **Vesting Schedule.**

Years of Service	Vested Percentage
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

**For vesting purposes, a "Year of Service" means:**

5. \_\_\_\_\_.

[Note: It is extremely rare to apply a vesting schedule to Salary Reduction Contributions.]

c. ☐ **Substantial Risk of Forfeiture.** Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows:

**Contributions affected.** The following contributions are subject to the substantial risk of forfeiture under c. (Choose one or more of 1., 2. or 3.):

1. ☐ **Salary Reduction Contributions.**

2. ☐ **Nonelective Contributions.**

## AUGUST 27, 2019 REGULAR MEETING

### Eligible 457 Plan

3. ☐ **Matching Contributions.**

**Risk Provisions:** Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows (*Choose one of 4. or 5.*):

4. ☐ The Participant must remain employed by the Employer until \_\_\_\_\_, unless earlier Severance from Employment occurs on account of death or disability, as the Plan Administrator shall establish.

5. ☐ **Specify:** \_\_\_\_\_.

**Additional Provisions** (*Choose d. if applicable*)

- d. ☐ **Specify:** \_\_\_\_\_.

**FORFEITURE ALLOCATION.** [Plan Sections 5.11(A) and 5.14] The Plan Administrator will allocate any Plan forfeitures as selected below. The Employer has the option to use forfeitures to pay plan expenses first and then allocate the remaining forfeitures in accordance with the selections below: (*Choose one of the following*):

- e. ☐ **Additional Contributions.** As the following contribution type (*Choose one of 1. or 2.*):

1. ☐ **Nonelective.** As an additional Nonelective Contribution.  
2. ☐ **Matching.** As an additional Matching Contribution.

- f. ☐ **Reduce Fixed Contributions.** To reduce the following fixed contribution (*Choose one of 1. or 2.*):

1. ☐ **Nonelective.** To reduce the Employer's fixed Nonelective Contribution.  
2. ☐ **Matching.** To reduce the Employer's fixed Matching Contribution.

- g. ☐ **Specify:** \_\_\_\_\_.

25. **TRUST PROVISIONS.** The following provisions apply to Article VIII of the Plan (Choose as applicable; leave blank if not applicable):

- a. ☐ **Modifications.** The Employer modifies the Article VIII Trust provisions as follows: \_\_\_\_\_. The remaining Article VIII provisions apply.  
b. ☒ **Substitution.** The Employer replaces the Trust with the Trust Agreement attached to the Plan.

26. **CUSTODIAL ACCOUNT/ANNUITY CONTRACT (8.16).** The Employer will hold all or part of the Deferred Compensation in one or more custodial accounts or annuity contracts which satisfy the requirements of Code §457(g) (*Choose a. or b., c. if applicable*):

- a. ☐ **Custodial account(s).**  
b. ☐ **Annuity contract(s).**  
c. ☐ **Specify:** \_\_\_\_\_.

[*Note: The Employer under c. may wish to identify the custodial accounts or annuity contracts or to designate a portion of the Deferred Compensation to be held in such vehicles versus held in the Trust.*]

27. **VALUATION.** In addition to the last day of the Plan Year, the Trustee (or Plan Administrator as applicable) must value the Trust Fund (or Accounts) on the following Valuation Date(s) (*Choose one of a. or b.*):

- a. ☐ **No additional Valuation Dates.**  
b. ☒ **Additional Valuation Dates.** (*Choose one or more of 1., 2. or 3.*):  
1. ☒ **Daily Valuation Dates.** Each business day of the Plan Year on which Plan assets for which there is an established market are valued and the Trustee or Employer is conducting business.  
2. ☐ **Last day of a specified period.** The last day of each \_\_\_\_\_ of the Plan Year.  
3. ☐ **Specified Valuation Dates:** \_\_\_\_\_.

[*Note: The Employer under Election 26b.3. may describe Valuation Dates from the elections available under Election 26b. and/or a combination thereof as to any: (i) Participant group (e.g., No additional Valuation Dates apply to Division A Employees OR to Employees hired after "x" date. Daily Valuation Dates apply to Division B Employees OR to Employees hired on/before "x" date.); (ii) Contribution Type (e.g., No additional Valuation Dates apply as to Discretionary Nonelective Contribution Accounts. The last day of each Plan Year quarter applies to Fixed Nonelective Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., No additional Valuation Dates apply to investments placed with vendor A and Daily Valuation Dates apply to investments placed with vendor B OR Daily Valuation Dates apply to Participant-Directed Accounts and no additional Valuation Dates apply to pooled Accounts).]*

## AUGUST 27, 2019 REGULAR MEETING

### Eligible 457 Plan

28. **TRUSTEE** (Select all that apply; leave blank if not applicable.):

- a. ☐ Individual Trustee(s) who serve as Trustee(s) over assets not subject to control by a corporate Trustee. (Add additional Trustees as necessary.)

Name(s)

Title(s)

_____	_____
_____	_____
_____	_____
_____	_____

**Address and Telephone number** (Choose one of 1. or 2.):

1. ☐ Use Employer address and telephone number.

2. ☐ Use address and telephone number below:

Address: \_\_\_\_\_  
Street

City

State

Zip

Telephone: \_\_\_\_\_

- b. ☒ Corporate Trustee

Name: Nationwide Trust Company

Address: 10 W Nationwide Blvd

Street

Columbus

City

Ohio

State

43215

Zip

Telephone: (614) 435-5888

**AND**, the Corporate Trustee shall serve as:

- c. ☒ a Directed (nondiscretionary) Trustee over all Plan assets except for the following:

\_\_\_\_\_

- d. ☐ a Discretionary Trustee over all Plan assets except for the following:

\_\_\_\_\_

29. **PLAN LOANS (5.02(A))**. The Plan permits or does not permit Participant Loans (Choose one of a. or b.):

- a. ☐ **Does not permit.**

- b. ☒ **Permitted pursuant to the Loan Policy.**

30. **ROLLOVER CONTRIBUTIONS (3.09)**. The Plan permits Rollover Contributions subject to approval by the Plan Administrator and as further described below:

**Who may roll over** (Choose one of a. or b.):

- a. ☐ **Participants only.**

- b. ☒ **Eligible Employees or Participants.**

**Sources/Types**. The Plan will accept a Rollover Contribution (Choose one of c. or d.):

- c. ☐ **All**. From any Eligible Retirement Plan and as to all Contribution Types eligible to be rolled into this Plan.

- d. ☒ **Limited**. Only from the following types of Eligible Retirement Plans and/or as to the following Contribution Types:

From any Eligible Retirement Plan excluding Non-Roth After Tax Contribution types eligible to be rolled into this Plan.



## AUGUST 27, 2019 REGULAR MEETING

### Eligible 457 Plan

#### Distribution of Rollover Contributions (Choose one of e., f. or g.):

- e. ☒ **Distribution without restrictions.** May elect distribution of his/her Rollover Contributions Account in accordance with Plan Section 4.05(C) at any time.
- f. ☐ **No distribution.** May not elect to receive distribution of his/her Rollover Contributions Account until the Plan has a distributable event under Plan Section 4.01.
- g. ☐ **Specify:** \_\_\_\_\_

#### 31. EACA Automatic Deferral Provisions (3.14).

**Participants subject to the Automatic Deferral Provisions.** The Automatic Deferral Provisions apply to Employees who become Participants after the Effective Date of the EACA (except as provided in d. below). Employees who became Participants prior to such Effective Date are subject to the following (a. – d. are optional):

- a. ☐ **All Participants.** All Participants, regardless of any prior Salary Reduction Agreement, unless and until a Participant makes an Affirmative Election after the Effective Date of the EACA.
- b. ☐ **Election of at least Automatic Deferral amount.** All Participants, except those who, on the Effective Date of the EACA, are deferring an amount which is at least equal to the Automatic Deferral Percentage.
- c. ☐ **No existing Salary Reduction Agreement.** All Participants, except those who have in effect a Salary Reduction Agreement on the effective date of the EACA regardless of the Salary Reduction Contribution amount under the Agreement.
- d. ☐ **Describe:** \_\_\_\_\_

**Automatic Deferral Percentage.** Unless a Participant makes an Affirmative Election, the Employer will withhold the following Automatic Deferral Percentage (select e. or f.):

- e. ☐ **Constant.** The Employer will withhold \_\_\_\_\_ % of Compensation each payroll period.

**Escalation** of deferral percentage (select one or leave blank if not applicable)

1. ☐ **Scheduled increases.** This initial percentage will increase by \_\_\_\_\_ % of Compensation per year up to a maximum of \_\_\_\_\_ of Compensation.
2. ☐ **Other** (described Automatic Deferral Percentage): \_\_\_\_\_

#### Automatic Deferral Optional Elections

- f. ☐ **Optional elections** (select all that apply or leave blank if not applicable)

**Suspended Salary Reduction Contributions.** If a Participant's Salary Reduction Contributions are suspended pursuant to a provision of the Plan (e.g., distribution due to military leave covered by the HEART Act), then a Participant's Affirmative Election will expire on the date the period of suspension begins unless otherwise elected below.

1. ☐ A Participant's Affirmative Election will resume after the suspension period.

**Special Effective Date.** Provisions will be effective as of the earlier of the Effective Date of the EACA provisions unless otherwise specified below.

2. ☐ Special Effective Date: \_\_\_\_\_

#### 32. **In-Plan Roth Rollover Contributions.**

- a. ☐ **Yes, allowed.**

#### 33. **In-Plan Roth Rollover Transfers.**

- a. ☐ **Yes, allowed.**

## AUGUST 27, 2019 REGULAR MEETING

### Eligible 457 Plan

This Plan is executed on the date(s) specified below:

**Use of Adoption Agreement.** Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The Employer only may use this Adoption Agreement only in conjunction with the corresponding basic plan document.

**Separate Trust Agreement.** An executed copy of the trust agreement must be attached to this Plan. The responsibilities, rights and powers of the Trustee shall be those specified in the trust agreement. The signature of the Trustee appears on the separate trust agreement.

EMPLOYER: County of Ingham

By: \_\_\_\_\_

\_\_\_\_\_  
DATE SIGNED

**AUGUST 27, 2019 REGULAR MEETING**

**COUNTY OF INGHAM  
457(B) DEFERRED COMPENSATION PLAN**

# AUGUST 27, 2019 REGULAR MEETING

## Eligible 457 Plan

### TABLE OF CONTENTS

<b>ARTICLE I, DEFINITIONS</b>	
1.01	Account..... 1
1.02	Accounting Date..... 1
1.03	Beneficiary..... 1
1.04	Code..... 1
1.05	Compensation..... 1
1.06	Deferral Contributions..... 2
1.07	Deferred Compensation..... 3
1.08	Effective Date..... 3
1.09	Elective Deferrals..... 3
1.10	Employee..... 3
1.11	Employer..... 3
1.12	Employer Contribution..... 3
1.13	ERISA..... 3
1.14	Excess Deferrals..... 3
1.15	Includible Compensation..... 3
1.16	Independent Contractor..... 3
1.17	Leased Employee..... 3
1.18	Matching Contribution..... 3
1.19	Nonelective Contribution..... 3
1.20	Normal Retirement Age..... 3
1.21	Participant..... 3
1.22	Plan..... 3
1.23	Plan Administrator..... 3
1.24	Plan Entry Date..... 3
1.25	Plan Year..... 3
1.26	Pre-Tax Elective Deferrals..... 3
1.27	Rollover Contribution..... 3
1.28	Roth Elective Deferrals..... 3
1.29	Salary Reduction Agreement..... 4
1.30	Salary Reduction Contribution..... 4
1.31	Service..... 4
1.32	State..... 4
1.33	Substantial Risk of Forfeiture..... 4
1.34	Tax-Exempt Organization..... 4
1.35	Taxable Year..... 4
1.36	Transfer..... 4
1.37	Trust..... 4
1.38	Trustee..... 4
1.39	Type of 457 Plan..... 4
1.40	Vested..... 5
<b>ARTICLE II, ELIGIBILITY AND PARTICIPATION</b>	
2.01	Eligibility..... 6
2.02	Participation upon Re-Employment..... 6
2.03	Change in Employment Status..... 6
<b>ARTICLE III, DEFERRAL CONTRIBUTIONS/LIMITATIONS</b>	
3.01	Amount..... 7
3.02	Salary Reduction Contributions..... 7
3.03	Matching Contributions..... 7
3.04	Normal Limitation..... 7
3.05	Normal Retirement Age Catch-Up Contribution..... 7
3.06	Age 50 Catch-Up Contribution..... 8
3.07	Contribution Allocation..... 8
3.08	Allocation Conditions..... 8
3.09	Rollover Contributions..... 8
3.10	Distribution of Excess Deferrals..... 9
3.11	Deemed IRA Contributions..... 9
3.12	Roth Elective Deferrals..... 9
3.13	Benefit Accrual..... 10
3.14	Eligible Automatic Contribution Arrangement..... 10
3.15	(EACA)..... 10
3.15	In-Plan Roth Rollover Contribution..... 11
<b>ARTICLE IV, TIME AND METHOD OF PAYMENT OF BENEFITS</b>	
4.01	Distribution Restrictions..... 12
4.02	Time and Method of Payment of Account..... 12
4.03	Required Minimum Distributions..... 13
4.04	Death Benefits..... 14
4.05	Distributions Prior to Severance from Employment..... 14
4.06	Distributions Under Qualified Domestic Relations Orders (QDROs)..... 15
4.07	Direct Rollover of Eligible Rollover Distributions – Governmental Plan..... 15
4.08	Election to Deduct from Distribution..... 16
<b>ARTICLE V, PLAN ADMINISTRATOR - DUTIES WITH RESPECT TO PARTICIPANTS' ACCOUNTS</b>	
5.01	Term/Vacancy..... 18
5.02	Powers and Duties..... 18
5.03	Compensation..... 18
5.04	Authorized Representative..... 18
5.05	Individual Accounts/Records..... 18
5.06	Value of Participant's Account..... 18
5.07	Account Administration, Valuation and Expenses..... 18
5.08	Account Charged..... 20
5.09	Ownership of Fund/Tax-Exempt Organization..... 20
5.10	Participant Direction of Investment..... 20
5.11	Vesting/Substantial Risk of Forfeiture..... 21
5.12	Preservation of Eligible Plan Status..... 21
5.13	Limited Liability..... 21
5.14	Lost Participants..... 21
5.15	Plan Correction..... 22
<b>ARTICLE VI, PARTICIPANT ADMINISTRATIVE PROVISIONS</b>	
6.01	Beneficiary Designation..... 23
6.02	No Beneficiary Designation..... 23
6.03	Salary Reduction Agreement..... 23
6.04	Personal Data to Plan Administrator..... 23
6.05	Address for Notification..... 23
6.06	Participant or Beneficiary Incapacitated..... 23
<b>ARTICLE VII, MISCELLANEOUS</b>	
7.01	No Assignment or Alienation..... 24
7.02	Effect on Other Plans..... 24
7.03	Word Usage..... 24
7.04	State Law..... 24
7.05	Employment Not Guaranteed..... 24
7.06	Notice, Designation, Election, Consent and Waiver..... 24
<b>ARTICLE VIII, TRUST PROVISIONS—GOVERNMENTAL ELIGIBLE 457 PLAN</b>	
8.01	Governmental Eligible 457 Plan..... 25
8.02	Acceptance/Holding..... 25
8.03	Receipt of Contributions..... 25
8.04	Full Investment Powers..... 25
8.05	Records and Statements..... 26
8.06	Fees and Expenses from Fund..... 26
8.07	Professional Agents..... 26
8.08	Distribution of Cash or Property..... 26
8.09	Resignation and Removal..... 26
8.10	Successor Trustee..... 26
8.11	Valuation of Trust..... 26

## AUGUST 27, 2019 REGULAR MEETING

### Eligible 457 Plan

8.12	Participant Direction of Investment .....	26
8.13	Third Party Reliance .....	26
8.14	Invalidity of Any Trust Provision .....	26
8.15	Exclusive Benefit .....	26
8.16	Substitution of Custodial Account or Annuity Contract .....	27
8.17	Group Trust Authority .....	27

### ARTICLE IX, AMENDMENT, TERMINATION, TRANSFERS

9.01	Amendment by Employer/Sponsor .....	28
9.02	Termination/Freezing of Plan .....	28
9.03	Transfers .....	28
9.04	Purchase of Permissive Service Credit .....	28

# AUGUST 27, 2019 REGULAR MEETING

## Eligible 457 Plan

### ARTICLE I DEFINITIONS

1.01 **"Account"** means the separate Account(s) which the Plan Administrator or the Trustee maintains under the Plan for a Participant's Deferred Compensation. The Plan Administrator or Trustee may establish separate Accounts for multiple Beneficiaries of a Participant to facilitate required minimum distributions under Section 4.03 based on each Beneficiary's life expectancy.

1.02 **"Accounting Date"** means the last day of the Plan Year. The Plan Administrator will allocate Employer contributions and forfeitures for a particular Plan Year as of the Accounting Date of that Plan Year, and on such other dates, if any, as the Plan Administrator determines, consistent with the Plan's allocation conditions and other provisions.

1.03 **"Beneficiary"** means a person who the Plan or a Participant designates and who is or may become entitled to a Participant's Account upon the Participant's death. A Beneficiary who becomes entitled to a benefit under the Plan remains a Beneficiary under the Plan until the Plan Administrator or Trustee has fully distributed to the Beneficiary his or her Plan benefit. A Beneficiary's right to (and the Plan Administrator's or a Trustee's duty to provide to the Beneficiary) information or data concerning the Plan does not arise until the Beneficiary first becomes entitled to receive a benefit under the Plan.

1.04 **"Code"** means the Internal Revenue Code of 1986, as amended.

#### 1.05 **"Compensation"**

**(A) Uses and Context.** Any reference in the Plan to Compensation is a reference to the definition in this Section 1.05, unless the Plan reference, or the Employer in the Adoption Agreement, modifies this definition. Except as the Plan otherwise specifically provides, the Plan Administrator will take into account only Compensation actually paid during (or as permitted under the Code, paid for) the relevant period. A Compensation payment includes Compensation paid by the Employer through another person under the common paymaster provisions in Code §§3121 and 3306. In the case of an Independent Contractor, Compensation means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies in the Adoption Agreement. The Employer in the Adoption Agreement may elect to allocate contributions based on a Compensation within specified 12 month period which ends within a Plan Year.

**(B) Base Definitions and Modifications.** The Employer in the Adoption Agreement must elect one of the following base definitions of Compensation: W-2 Wages, Code §3401(a) Wages, or 415 Compensation. The Employer may elect a different base definition as to different Contribution Types. The Employer in the Adoption Agreement may specify any modifications thereto, for purposes of contribution allocations under Article III. If the Employer fails to elect one of the above-referenced definitions, the Employer is deemed to have elected the W-2 Wages definition.

**(1) W-2 Wages.** W-2 Wages means wages for federal income tax withholding purposes, as defined under Code §3401(a), plus all other payments to an Employee in the course of the Employer's trade or business, for which the Employer must furnish the Employee a written statement under Code §§6041, 6051, and 6052, but determined without regard to any

rules that limit the remuneration included in wages based on the nature or location of the employment or services performed (such as the exception for agricultural labor in Code §3401(a)(2)).

**(2) Code §3401(a) Wages (income tax wage withholding).** Code §3401(a) Wages means wages within the meaning of Code §3401(a) for the purposes of income tax withholding at the source, but determined without regard to any rules that limit the remuneration included in wages based on the nature or the location of the employment or the services performed (such as the exception for agricultural labor in Code §3401(a)(2)).

**(3) Code §415 Compensation (current income definition/simplified compensation under Treas. Reg. §1.415(c)-2(d)(2)).** Code §415 Compensation means the Employee's wages, salaries, fees for professional service and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer maintaining the Plan to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits and reimbursements or other expense allowances under a nonaccountable plan as described in Treas. Reg. §1.62-2(c)).

Code §415 Compensation does not include:

**(a) Deferred compensation/SEP/SIMPLE.** Employer contributions (other than Elective Deferrals) to a plan of deferred compensation (including a simplified employee pension plan under Code §408(k) or to a simple retirement account under Code §408(p)) to the extent the contributions are not included in the gross income of the Employee for the Taxable Year in which contributed, and any distributions from a plan of deferred compensation (whether or not qualified), regardless of whether such amounts are includible in the gross income of the Employee when distributed.

**(b) Option exercise.** Amounts realized from the exercise of a non-qualified stock option (an option other than a statutory option under Treas. Reg. §1.421-1(b)), or when restricted stock or other property held by an Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture under Code §83.

**(c) Sale of option stock.** Amounts realized from the sale, exchange or other disposition of stock acquired under a statutory stock option as defined under Treas. Reg. §1.421-1(b).

**(d) Other amounts that receive special tax benefits.** Other amounts that receive special tax benefits, such as premiums for group term life insurance (but only to the extent that the premiums are not includible in the gross income of the Employee and are not salary reduction amounts under Code §125).

## AUGUST 27, 2019 REGULAR MEETING

### Eligible 457 Plan

(e) **Other similar items.** Other items of remuneration which are similar to any of the items in Sections 1.11(B)(3)(a) through (d).

(4) **Alternative (general) 415 Compensation.** Under this definition, Compensation means as defined in Section 1.05(B)(3) but with the addition of: (a) amounts described in Code §§104(a)(3), 105(a), or 105(h) but only to the extent that these amounts are includible in Employee's gross income; (b) amounts paid or reimbursed by the Employer for moving expenses incurred by the Employee, but only to the extent that at the time of payment it is reasonable to believe these amounts are not deductible by the Employee under Code §217; (c) the value of a nonstatutory option (an option other than a statutory option under Treas. Reg. §1.421-1(b)) granted by the Employer to the an Employee, but only to the extent that the value of the option is includible in the Employee's gross income for the Taxable Year of the grant; (d) the amount includible in the Employee's gross income upon the Employee's making of an election under Code §83(b); and (e) amounts that are includible in the Employee's gross income under Code §409A or Code §457(f)(1)(A) or because the amounts are constructively received by the Participant. [Note if the Plan's definition of Compensation is W-2 Wages or Code §3401(a) Wages, then Compensation already includes the amounts described in clause (e).]

(C) **Deemed 125 Compensation.** Deemed 125 Compensation means, in the case of any definition of Compensation which includes a reference to Code §125, amounts under a Code §125 plan of the Employer that are not available to a Participant in cash in lieu of group health coverage, because the Participant is unable to certify that he/she has other health coverage.

(D) **Modification to Compensation.** The Employer must specify in the Adoption Agreement the Compensation the Plan Administrator is to take into account in allocating Deferral Contributions to a Participant's Account. For all Plan Years other than the Plan Year in which the Employee first becomes a Participant, the Plan Administrator will take into account only the Compensation determined for the portion of the Plan Year in which the Employee actually is a Participant.

(E) **Elective Contributions.** Compensation under Section 1.05 includes Elective Contributions unless the Employer in the Adoption Agreement elects to exclude Elective Contributions. "Elective Contributions" are amounts excludible from the Employee's gross income under Code §§125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b), 408(p) or 457, and contributed by the Employer, at the Employee's election, to a cafeteria plan, a qualified transportation fringe benefit plan, a 401(k) arrangement, a SARSEP, a tax-sheltered annuity, a SIMPLE plan or a Code §457 plan.

(F) **Post-Severance Compensation.** Compensation includes Post-Severance Compensation to the extent the Employer elects in the Adoption Agreement or as the Plan otherwise provides. Post-Severance Compensation is Compensation paid after a Participant's Severance from Employment from the Employer, as further described in this Section 1.05(F). As the Employer elects, Post-Severance Compensation may include any or all of regular pay, leave cash-outs, or deferred compensation paid within the time period described in Section 1.05(F)(1), and may also include salary continuation for disabled Participants, all as defined below. Any other payment paid after Severance from Employment that is not described in this Section 1.05(F) is not Compensation even if payment is made within the time period described below. Post-Severance Compensation does not

include severance pay, parachute payments under Code §280G(b)(2) or payments under a nonqualified unfunded deferred compensation plan unless the payments would have been paid at that time without regard to Severance from Employment.

(1) **Timing.** Post-Severance Compensation includes regular pay, leave cashouts, or deferred compensation only to the extent the Employer pays such amounts by the later of 2 1/2 months after Severance from Employment or by the end of the Limitation Year that includes the date of such Severance from Employment.

(a) **Regular pay.** Regular pay means the payment of regular Compensation for services during the Participant's regular working hours, or Compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, but only if the payment would have been paid to the Participant prior to a Severance from Employment if the Participant had continued in employment with the Employer.

(b) **Leave cash-outs.** Leave cash-outs means payments for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued and if Compensation would have included those amounts if they were paid prior to the Participant's Severance from Employment.

(c) **Deferred compensation.** As used in this Section 1.05(F), deferred compensation means the payment of deferred compensation pursuant to an unfunded deferred compensation plan, if Compensation would have included the Deferred Compensation if it had been paid prior to the Participant's Severance from Employment, but only if the payment would have been paid at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

(2) **Salary continuation for disabled Participants.** Salary continuation for disabled Participants means Compensation paid to a Participant who is permanently and totally disabled (as defined in Code §22(e)(3)).

(G) **Differential Wage Payments.** An individual receiving a Differential Wage Payment, as defined by Code §3401(h)(2), shall be treated as an employee of the employer making the payment and the Differential Wage Payment shall be treated as compensation for purposes of Code §457(b) and any other Internal Revenue Code section that references the definition of compensation under Code §415, including the definition of Includible Compensation as provided in Section 1.15.

1.06 **"Deferral Contributions"** means as the Employer elects on the Adoption Agreement, Salary Reduction Contributions, Nonelective Contributions and Matching Contributions. The Plan Administrator in applying the Code §457(b) limit will take into account Deferral Contributions in the Taxable Year in which deferred, or if later, in the Taxable Year in which the Deferral Contributions are no longer subject to a Substantial Risk of Forfeiture. The Plan Administrator in determining the amount of a Participant's Deferral Contributions disregards the net income, gain and loss attributable to Deferral Contributions unless the Deferral Contributions are subject to a Substantial Risk of Forfeiture. If a Deferral Contribution is subject to a Substantial Risk of Forfeiture, the Plan Administrator takes into the Deferral Contribution as adjusted

## AUGUST 27, 2019 REGULAR MEETING

### Eligible 457 Plan

for allocable net income, gain or loss in the Taxable Year in which the Substantial Risk of Forfeiture lapses.

1.07 **"Deferred Compensation"** means as to a Participant the amount of Deferral Contributions, Rollover Contributions and Transfers adjusted for allocable net income, gain or loss, in the Participant's Account.

1.08 **"Effective Date"** of this Plan is the date the Employer specifies in the Adoption Agreement. The Employer in the Adoption Agreement may elect special effective dates for Plan provisions the Employer specifies provided any such date(s) are permitted by the Code, by Treasury regulations, or by other applicable guidance.

1.09 **"Elective Deferrals"** means a contribution the Employer makes to the Plan pursuant to a Participant's Salary Reduction Agreement, as described in Section 3.02. The term "Elective Deferrals" includes Pre-Tax Elective Deferrals and Roth Elective Deferrals.

1.10 **"Employee"** means an individual who provides services for the Employer, as a common law employee of the Employer. The Employer in the Adoption Agreement must elect or specify any Employee, or class of Employees, not eligible to participate in the Plan (an "Excluded Employee"). See Section 1.16 regarding potential treatment of an Independent Contractor as an Employee.

1.11 **"Employer"** means the entity specified in the Adoption Agreement, any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating Employer.

1.12 **"Employer Contribution"** means Nonselective Contributions or Matching Contributions.

1.13 **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended.

1.14 **"Excess Deferrals"** means Deferral Contributions to a Governmental Eligible 457 Plan or to a Tax-Exempt Organization Eligible 457 Plan for a Participant that exceed the Taxable Year maximum limitation of Code §§457(b) and (e)(18).

1.15 **"Includible Compensation"** means, for the Employee's Taxable Year, the Employee's total Compensation within the meaning of Code §415(c)(3) paid to an Employee for services rendered to the Employer. Includible Compensation includes Deferral Contributions under the Plan, compensation deferred under any other plan described in Code §457, and any amount excludible from the Employee's gross income under Code §§401(k), 403(b), 125 or 132(f)(4) or any other amount excludible from the Employee's gross income for Federal income tax purposes. The Employer will determine Includible Compensation without regard to community property laws.

1.16 **"Independent Contractor"** means any individual who performs service for the Employer and who the Employer does not treat as an Employee or a Leased Employee. The Employer in the Adoption Agreement may elect to permit Independent Contractors to participate in the Plan. To the extent that the Employer permits Independent Contractor participation, references to Employee in the Plan include Independent Contractors and Compensation means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies in the Adoption Agreement.

1.17 **"Leased Employee"** means an Employee within the meaning of Code §414(n).

1.18 **"Matching Contribution"** means an Employer fixed or discretionary contribution made or forfeiture allocated on account of Salary Reduction Contributions.

1.19 **"Nonelective Contribution"** means an Employer fixed or discretionary contribution not made as a result of a Salary Reduction Agreement and which is not a Matching Contribution.

1.20 **"Normal Retirement Age"** means the age the Employer specifies in the Adoption Agreement consistent with Section 3.05(B).

1.21 **"Participant"** is an Employee other than an Excluded Employee who becomes a Participant in accordance with the provisions of Section 2.01.

1.22 **"Plan"** means the 457 plan established or continued by the Employer in the form of this basic Plan and (if applicable) Trust Agreement, including the Adoption Agreement. The Employer in the Adoption Agreement must designate the name of the Plan. All section references within the Plan are Plan section references unless the context clearly indicates otherwise.

1.23 **"Plan Administrator"** is the Employer unless the Employer designates another person to hold the position of Plan Administrator. The Plan Administrator may be a Participant.

1.24 **"Plan Entry Date"** means the dates the Employer elects in Adoption Agreement.

1.25 **"Plan Year"** means the consecutive 12-month period the Employer elects in the Adoption Agreement.

1.26 **"Pre-Tax Elective Deferrals"** means a Participant's Salary Reduction Contributions which are not includible in the Participant's gross income at the time deferred and have been irrevocably designated as Pre-Tax Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Pre-Tax Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Pre-Tax Elective Deferrals.

1.27 **"Rollover Contribution"** means the amount of cash or property which an eligible retirement plan described in Code §402(c)(8)(B) distributes to an eligible Employee or to a Participant in an eligible rollover distribution under Code §402(c)(4) and which the eligible Employee or Participant transfers directly or indirectly to a Governmental Eligible 457 Plan. A Rollover Contribution includes net income, gain or loss attributable to the Rollover Contribution. A Rollover Contribution excludes after-tax Employee contributions, as adjusted for net income, gain or loss.

1.28 **"Roth Elective Deferrals"** means a Participant's Salary Reduction Contributions that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Roth Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Roth Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Roth Elective Deferrals. However, forfeitures may not be allocated to such account. The Plan must also maintain a record of a Participant's investment in the contract (i.e., designated Roth contributions that have not been distributed) and the year in which the Participant first made a Roth Elective Deferral.



## AUGUST 27, 2019 REGULAR MEETING

### Eligible 457 Plan

1.29 **"Salary Reduction Agreement"** means a written agreement between a Participant and the Employer, by which the Employer reduces the Participant's Compensation for Compensation not available as of the date of the election and contributes the amount as a Salary Reduction Contribution to the Participant's Account.

1.30 **"Salary Reduction Contribution"** means a contribution the Employer makes to the Plan pursuant to a Participant's Salary Reduction Agreement.

1.31 **"Service"** means any period of time the Employee is in the employ of the Employer. In the case of an Independent Contractor, Service means any period of time the Independent Contractor performs services for the Employer on an independent contractor basis. An Employee or Independent Contractor terminates Service upon incurring a Severance from Employment.

(A) **Qualified Military Service.** Service includes any qualified military service the Plan must credit for contributions and benefits in order to satisfy the crediting of Service requirements of Code §414(u). A Participant whose employment is interrupted by qualified military service under Code §414(u) or who is on a leave of absence for qualified military service under Code §414(u) may elect to make additional Salary Reduction Contributions upon resumption of employment with the Employer equal to the maximum Deferral Contributions that the Participant could have elected during that period if the Participant's employment with the Employer had continued (at the same level of Compensation) without the interruption of leave, reduced by the Deferral Contributions, if any, actually made for the Participant during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave). The Employer shall make appropriate make-up Nonelective Contributions and Matching Contributions for such a Participant as required under Code §414(u). The Plan shall apply limitations of Article III to all Deferral Contributions under this paragraph with respect to the year to which the Deferral Contribution relates.

(B) **"Continuous Service"** as the Adoption Agreement describes means Service with the Employer during which the Employee does not incur a Severance from Employment.

(C) **"Severance from Employment."**

(1) **Employee.** An Employee has a Severance from Employment when the Employee ceases to be an Employee of the Employer. A Participant does not incur a Severance from Employment if, in connection with a change in employment, the Participant's new employer continues or assumes sponsorship of the Plan or accepts a Transfer of Plan assets as to the Participant.

(2) **Independent Contractor.** An Independent Contractor has a Severance from Employment when the contract(s) under which the Independent Contractor performs services for the Employer expires (or otherwise terminates), unless the Employer anticipates a renewal of the contractual relationship or the Independent Contractor becoming an Employee. The Employer anticipates renewal if it intends to contract for the services provided under the expired contract and neither the Employer nor the Independent Contractor has eliminated the Independent Contractor as a potential provider of such services under the new contract. Further, the Employer intends to contract for services conditioned only upon the Employer's need for the services provided under the expired contract or the Employer's availability of funds. Notwithstanding the preceding provisions of this Section 1.31, the Plan Administrator will

consider an Independent Contractor to have incurred a Severance from Employment: (a) if the Plan Administrator or Trustee will not pay any Deferred Compensation to an Independent Contractor who is a Participant before a date which is at least twelve months after the expiration of the Independent Contractor's contract (or the last to expire of such contracts) to render Services to the Employer; and (b) if before the applicable twelve-month payment date, the Independent Contractor performs Service as an Independent Contractor or as an Employee, the Plan Administrator or Trustee will not pay to the Independent Contractor his or her Deferred Compensation on the applicable date.

(3) **Deemed Severance.** Notwithstanding Section 1.05(F), if the Employer elects in the Adoption Agreement, then if a Participant performs service in the uniformed services (as defined in Code §414(u)(12)(B)) on active duty for a period of more than 30 days, the Participant will be deemed to have a severance from employment solely for purposes of eligibility for distribution of amounts not subject to Code §412. However, the Plan will not distribute such a Participant's Account on account of this deemed severance unless the Participant specifically elects to receive a benefit distribution hereunder. If a Participant elects to receive a distribution on account of this deemed severance, then no Deferral Contributions may be made for the Participant during the 6-month period beginning on the date of the distribution. If a Participant would be entitled to a distribution on account of a deemed severance, and a distribution on account of another Plan provision, then the other Plan provision will control and the 6-month suspension will not apply.

1.32 **"State"** means (a) one of the 50 states of the United States or the District of Columbia, or (b) a political subdivision of a State, or any agency or instrumentality of a State or its political subdivision. A State does not include the federal government or any agency or instrumentality thereof.

1.33 **"Substantial Risk of Forfeiture"** exists if the Plan expressly conditions a Participant's right to Deferred Compensation upon the Participant's future performance of substantial Service for the Employer.

1.34 **"Tax-Exempt Organization"** means any tax-exempt organization other than a governmental unit or a church or qualified church-controlled organization within the meaning of Code §3121(w)(3).

1.35 **"Taxable Year"** means the calendar year or other taxable year of a Participant.

1.36 **"Transfer"** means a transfer of Eligible 457 Plan assets to another Eligible 457 Plan which is not a Rollover Contribution and which is made in accordance with Section 9.03.

1.37 **"Trust"** means the Trust created under the adopting Employer's Plan. A Trust required under a Governmental Eligible 457 Plan is subject to Article VIII. Any Trust under a Tax-Exempt Organization Eligible 457 Plan is subject to Section 5.09.

1.38 **"Trustee"** means the person or persons who as Trustee execute the Employer's Adoption Agreement, or any successor in office who in writing accepts the position of Trustee.

1.39 **Type of 457 Plan.** This Plan is an Eligible 457 Plan, which is a plan which satisfies the requirements of Code §457(b) and Treas. Reg. §§1.457-3 through -10. The Employer in the Adoption Agreement must specify whether the plan is either a

## AUGUST 27, 2019 REGULAR MEETING

### Eligible 457 Plan

Governmental Eligible 457 Plan or a Tax-Exempt Organization Eligible 457 Plan, as defined below:

**(A) "Governmental Eligible 457 Plan"** means an Eligible 457 Plan established by a State.

**(B) "Tax-Exempt Organization Eligible 457 Plan"** means an Eligible 457 Plan established by a Tax-Exempt Organization.

1.40 **"Vested"** means a Participant's Deferral Contributions that are not subject to a Substantial Risk of Forfeiture, including a vesting schedule.

## AUGUST 27, 2019 REGULAR MEETING

Eligible 457 Plan

### ARTICLE II ELIGIBILITY AND PARTICIPATION

2.01 ELIGIBILITY. Each Employee who is not an Excluded Employee becomes a Participant in the Plan in accordance with the eligibility conditions and as of the Plan Entry Date the Employer elects in the Adoption Agreement. If this Plan is a restated Plan, each Employee who was a Participant in the Plan on the day before the Effective Date continues as a Participant in the Plan, irrespective of whether he/she satisfies the eligibility conditions in the restated Plan, unless the Employer indicates otherwise in the Adoption Agreement.

2.02 PARTICIPATION UPON RE-EMPLOYMENT. A Participant who incurs a Severance from Employment will re-enter the Plan as a Participant on the date of his or her re-employment. An Employee who satisfies the Plan's eligibility conditions but who incurs a Severance from Employment prior to becoming a Participant will become a Participant on the later of the Plan Entry Date on which he/she would have entered the Plan had he/she not incurred a Severance from Employment or the date of his or her re-employment. Any Employee who incurs a Severance from Employment prior to satisfying the Plan's eligibility conditions becomes a Participant in accordance with the Adoption Agreement.

2.03 CHANGE IN EMPLOYMENT STATUS. If a Participant has not incurred a Severance from Employment but ceases to be eligible to participate in the Plan, by reason of becoming an Excluded Employee, the Plan Administrator must treat the Participant as an Excluded Employee during the period such a Participant is subject to the Adoption Agreement exclusion. The Plan Administrator determines a Participant's sharing in the allocation of Employer Contributions by disregarding his or her Compensation paid by the Employer for services rendered in his or her capacity as an Excluded Employee. However, during such period of exclusion, the Participant, without regard to employment classification, continues to share fully in Plan income allocations under Section 5.07 and to accrue vesting service if applicable.

# AUGUST 27, 2019 REGULAR MEETING

## Eligible 457 Plan

### ARTICLE III DEFERRAL CONTRIBUTIONS/LIMITATIONS

#### 3.01 AMOUNT.

**(A) Contribution Formula.** For each Plan Year, or other period the Employer specifies in the Adoption Agreement, the Employer will contribute to the Plan the type and amount of Deferral Contributions the Employer elects in the Adoption Agreement.

**(B) Return of Contributions.** The Employer contributes to this Plan on the condition its contribution is not due to a mistake of fact. If the Plan has a Trust, the Trustee, upon written request from the Employer, must return to the Employer the amount of the Employer's contribution (adjusted for net income, gain or loss) made by the Employer on account of a mistake of fact. The Trustee will not return any portion of the Employer's contribution under the provisions of this paragraph more than one year after the Employer made the contribution on account of a mistake of fact. In addition, if any Participant Salary Reduction Contribution is due to a mistake of fact, the Employer or the Trustee upon written request from the Employer shall return the Participant's contribution (adjusted for net income, gain or loss), within one year after payment of the contribution.

The Trustee will not increase the amount of the Employer contribution returnable under this Section 3.01 for any earnings attributable to the contribution, but the Trustee will decrease the Employer contribution returnable for any losses attributable to it. The Trustee may require the Employer to furnish it whatever evidence the Trustee deems necessary to enable the Trustee to confirm the amount the Employer has requested be returned is properly returnable.

**(C) Time of Payment of Contribution.** If the Plan has a Trust, the Employer may pay its contributions for each Plan Year to the Trust in one or more installments and at such time(s) as the Employer determines, without interest. A Governmental Employer shall deposit Salary Reduction Contributions to the Trust within a period that is not longer than is reasonable for the administration of Participant Accounts.

3.02 SALARY REDUCTION CONTRIBUTIONS. The Employer in the Adoption Agreement must elect whether the Plan permits Salary Reduction Contributions, and also the Plan limitations, if any, which apply to Salary Reduction Contributions. Unless the Employer elects otherwise in the Adoption Agreement, all such limitations apply on a payroll basis.

**(A) Deferral from Sick, Vacation and Back Pay.** The Employer in the Adoption Agreement must elect whether to permit Participants to make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

**(B) Automatic Enrollment.** The Employer in the Adoption Agreement may provide for automatic Salary Reduction Contributions of a specified amount, subject to giving notice to affected Participants of the automatic election and of their right to make a contrary election.

A Governmental Employer under an Eligible 457 Plan may elect to provide an Eligible Automatic Contribution Arrangement ("EACA"). If the Employer elects to provide an EACA, the Employer will amend the Plan to add necessary language.

**(C) Application to Leave of Absence and Disability.** Unless a Participant in his or her Salary Reduction Agreement elects otherwise, the Participant's Salary Reduction Agreement shall

continue to apply during the Participant's leave of absence or the Participant's disability (as the Plan Administrator shall establish), if the Participant has Compensation other than imputed compensation or disability benefits.

**(D) Post-severance deferrals limited to Post-Severance Compensation.** Deferrals are permitted from an amount received following Severance from Employment only if the amount is Post-Severance Compensation.

3.03 MATCHING CONTRIBUTIONS. The Employer in the Adoption Agreement must elect whether the Plan permits Matching Contributions and, if so, the type(s) of Matching Contributions, the time period applicable to any Matching Contribution formula, and as applicable, the amount of Matching Contributions and the Plan limitations, if any, which apply to Matching Contributions. Any Matching Contributions apply to age 50 catch-up contributions, if any, and to any Normal Retirement Age catch-up contributions unless the Employer elects otherwise in the Adoption Agreement.

3.04 NORMAL LIMITATION. Except as provided in Sections 3.05 and 3.06, a Participant's maximum Deferral Contributions (excluding Rollover Contributions and Transfers) under this Plan for a Taxable Year may not exceed the lesser of:

(a) The applicable dollar amount as specified under Code §457(e)(15) (or such larger amount as the Commissioner of the Internal Revenue may prescribe), or

(b) 100% of the Participant's Includible Compensation for the Taxable Year.

3.05 NORMAL RETIREMENT AGE CATCH-UP CONTRIBUTION. If selected in the Adoption Agreement, a Participant may elect to make this catch-up election. For one or more of the Participant's last three Taxable Years ending before the Taxable Year in which the Participant attains Normal Retirement Age, the Participant's maximum Deferral Contributions may not exceed the lesser of:

(a) Twice the dollar amount under Section 3.04(a) Normal Limitation, or (b) the underutilized limitation.

**(A) Underutilized Limitation.** A Participant's underutilized limitation is equal to the sum of: (i) the normal limitation for the Taxable Year, and (ii) the normal limitation for each of the prior Taxable Years of the Participant commencing after 1978 during which the Participant was eligible to participate in the Plan and the Participant's Deferral Contributions were subject to the Normal Limitation or any other Code §457(b) limit, less the amount of Deferral Contributions for each such prior Taxable Year, excluding age 50 catch-up contributions.

**(B) Normal Retirement Age.** Normal Retirement Age is the age the Employer specifies in the Adoption Agreement provided that the age may not be: (i) earlier than the earliest of age 65 or the age at which Participants have the right to retire and receive under the Employer's defined benefit plan (or money purchase plan if the Participant is not eligible to participate in a defined benefit plan) immediate retirement benefits without actuarial or other reduction because of retirement before a later specified age; or (ii) later than age 70 1/2.

**(1) Participant Designation.** The Employer in the Adoption Agreement may permit a Participant to designate his or her Normal Retirement Age as any age including or between the foregoing ages.

## AUGUST 27, 2019 REGULAR MEETING

### Eligible 457 Plan

(2) **Multiple 457 Plans.** If the Employer maintains more than one Eligible 457 Plan, the Plans may not permit any Participant to have more than one Normal Retirement Age under the Plans.

(3) **Police and Firefighters.** In a Governmental Eligible 457 Plan with qualified police or firefighter Participants within the meaning of Code §415(b)(2)(H)(ii)(I), the Employer in the Adoption Agreement may elect (or permit the qualified Participants to elect) a Normal Retirement Age as early as age 40 and as late as age 70 1/2.

(C) **Pre-2002 Coordination.** In determining a Participant's underutilized limitation, the Plan Administrator, in accordance with Treas. Reg. §1.457-4(c)(3)(iv), must apply the coordination rule in effect under now repealed Code §457(c)(2). The Plan Administrator also must determine the Normal Limitation for pre-2002 Taxable Years in accordance with Code §457(b)(2) as then in effect.

3.06 **AGE 50 CATCH-UP CONTRIBUTION.** An Employer sponsoring a Governmental Eligible 457 Plan must specify in the Adoption Agreement whether the Participants are eligible to make age 50 catch-up contributions.

If an Employer elects to permit age 50 catch-up contributions, all Employees who are eligible to make Salary Reduction Contributions under this Plan and who have attained age 50 before the close of the Taxable Year are eligible to make age 50 catch-up contributions for that Taxable Year in accordance with, and subject to the limitations of, Code §414(v). Such catch-up contributions are not taken into account for purposes of the provisions of the Plan implementing the required limitations of Code §457. If, for a Taxable Year, an Employee makes a catch-up contribution under Section 3.05, the Employee is not eligible to make age 50 catch-up contributions under this Section 3.06. A catch-up eligible Participant in each Taxable Year is entitled to the greater of the amount determined under Section 3.05 or Section 3.06 Catch-Up Amount plus the Section 3.04 Normal Limitation.

3.07 **CONTRIBUTION ALLOCATION.** The Plan Administrator will allocate to each Participant's Account his or her Deferral Contributions. The Employer will allocate Employer Nonelective and Matching Contributions to the Account of each Participant who satisfies the allocation conditions in the Adoption Agreement in the following manner:

(a) **Fixed match.** To the extent the Employer makes Matching Contributions under a fixed Adoption Agreement formula, the Plan Administrator will allocate the Matching Contribution to the Account of the Participant on whose behalf the Employer makes that contribution. A fixed Matching Contribution formula is a formula under which the Employer contributes a specified percentage or dollar amount on behalf of a Participant based on that Participant's Salary Reduction Contributions.

(b) **Discretionary match.** To the extent the Employer makes Matching Contributions under a discretionary Adoption Agreement formula, the Plan Administrator will allocate the Matching Contributions to a Participant's Account in the same proportion that each Participant's Salary Reduction Contributions taken into account under the formula bear to the total Salary Reduction Contributions of all Participants.

(c) **Tiered match.** If the Matching Contribution formula is a tiered formula, the Plan Administrator will allocate separately the Matching Contributions with respect to each tier

of Salary Reduction Contributions, in accordance with the tiered formula.

(d) **Discretionary nonelective.** The Plan Administrator will allocate discretionary Nonelective Contributions for a Plan Year in the same ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year, unless the Employer elects otherwise in the Adoption Agreement.

(e) **Fixed nonelective.** The Plan Administrator will allocate fixed Nonelective Contributions for a Plan Year in the same ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year, unless the Employer elects otherwise in the Adoption Agreement.

(f) **Other nonelective.** The Plan Administrator will allocate Nonelective Contributions for a Plan Year as specified in the Adoption Agreement.

3.08 **ALLOCATION CONDITIONS.** The Plan Administrator will determine the allocation conditions applicable to Nonelective Contributions or to Matching Contributions (or to both) in accordance with the Employer's elections in the Adoption Agreement. The Plan Administrator will not allocate to a Participant any portion of an Employer Contribution (or forfeiture if applicable) for a Plan Year or applicable portion thereof in which the Participant does not satisfy the applicable allocation condition(s).

3.09 **ROLLOVER CONTRIBUTIONS.** If elected in the Adoption Agreement, an Employer sponsoring a Governmental Eligible 457 Plan may permit Rollover Contributions.

(A) **Operational Administration.** The Employer, operationally and on a nondiscriminatory basis, may elect to limit an eligible Employee's right or a Participant's right to make a Rollover Contribution. Any Participant (or as applicable, any eligible Employee), with the Employer's written consent and after filing with the Trustee the form prescribed by the Plan Administrator, may make a Rollover Contribution to the Trust. Before accepting a Rollover Contribution, the Trustee may require a Participant (or eligible Employee) to furnish satisfactory evidence the proposed transfer is in fact a "Rollover Contribution" which the Code permits an employee to make to an eligible retirement plan. The Trustee, in its sole discretion, may decline to accept a Rollover Contribution of property which could: (1) generate unrelated business taxable income; (2) create difficulty or undue expense in storage, safekeeping or valuation; or (3) create other practical problems for the Trust.

(B) **Pre-Participation Rollover.** If an eligible Employee makes a Rollover Contribution to the Trust prior to satisfying the Plan's eligibility conditions, the Plan Administrator and Trustee must treat the Employee as a limited Participant (as described in Rev. Rul. 96-48 or in any successor ruling). A limited Participant does not share in the Plan's allocation of any Employer Contributions and may not make Salary Reduction Contributions until he/she actually becomes a Participant in the Plan. If a limited Participant has a Severance from Employment prior to becoming a Participant in the Plan, the Trustee will distribute his or her Rollover Contributions Account to the limited Participant in accordance with Article IV.

(C) **Separate Accounting.** If an Employer permits Rollover Contributions, the Plan Administrator must account separately for: (1) amounts rolled into this Plan from an eligible retirement plan (other than from another Governmental Eligible 457 plan); and (2) amounts rolled into this Plan from another

## AUGUST 27, 2019 REGULAR MEETING

### Eligible 457 Plan

Governmental Eligible 457 Plan The Plan Administrator for purposes of ordering any subsequent distribution from this Plan, may designate a distribution from a Participant's Rollover Contributions as coming first from either of (1) or (2) above if the Participant has both types of Rollover Contribution Accounts.

**(D) May Include Roth Deferrals.** If this Plan is an eligible governmental 457(b) plan which accepts Roth Elective Deferrals, then a Rollover Contribution may include Roth Deferrals made to another plan, as adjusted for Earnings. Such amounts must be directly rolled over into this Plan from another plan which is qualified under Code §401(a), from a 403(b) plan, or from an eligible governmental 457 plan. The Plan must account separately for the Rollover Contribution, including the Roth Deferrals and the Earnings thereon.

**(E) In-Plan Roth Rollover Contributions.** A Governmental Employer under an Eligible 457 Plan may elect to permit In-Plan Roth Rollover Contribution. If the Employer decides to permit In-Plan Roth Rollover Contributions, the Employer will amend the Plan to add necessary language.

**3.10 DISTRIBUTION OF EXCESS DEFERRALS.** In the event that a Participant has Excess Deferrals, the Plan will distribute to the Participant the Excess Deferrals and allocable net income, gain or loss, in accordance with this Section 3.10.

**(A) Governmental Eligible 457 Plan.** The Plan Administrator will distribute Excess Deferrals from a Governmental Eligible 457 Plan as soon as is reasonably practicable following the Plan Administrator's determination of the amount of the Excess Deferral.

**(B) Tax-Exempt Organization Eligible 457 Plan.** The Plan Administrator will distribute Excess Deferrals from a Tax-Exempt Organization Eligible 457 Plan no later than April 15 following the Taxable Year in which the Excess Deferral occurs.

**(C) Plan Aggregation.** If the Employer maintains more than one Eligible 457 Plan, the Employer must aggregate all such Plans in determining whether any Participant has Excess Deferrals.

**(D) Individual Limitation.** If a Participant participates in another Eligible 457 Plan maintained by a different employer, and the Participant has Excess Deferrals, the Plan Administrator may, but is not required, to correct the Excess Deferrals by making a corrective distribution from this Plan.

**3.11 DEEMED IRA CONTRIBUTIONS.** A Governmental Employer under an Eligible 457 Plan may elect to permit Participants to make IRA contributions to this Plan in accordance with the Code §408(q) deemed IRA rules. If the Employer elects to permit deemed IRA contributions to the Plan, the Employer will amend the Plan to add necessary IRA language and either the Rev. Proc. 2003-13 sample deemed IRA language or an appropriate substitute.

**3.12 ROTH ELECTIVE DEFERRALS.** The Employer may elect in the Adoption Agreement to permit Roth Elective Deferrals. Unless elected otherwise, Roth Elective Deferrals shall be treated in the same manner as Elective Deferrals. The Employer may, in operation, implement deferral election procedures provided such procedures are communicated to Participants and permit Participants to modify their elections at least once each Plan Year.

**(A) Elective Deferrals.** "Elective Deferral" means a contribution the Employer makes to the Plan pursuant to a Participant's Salary Reduction Agreement, as described in Section 3.02. The term "Elective Deferrals" includes Pre-tax Elective Deferrals and Roth Elective Deferrals.

**(B) Pre-Tax Elective Deferrals.** "Pre-Tax Elective Deferrals" means a Participant's Salary Reduction Contributions which are not includible in the Participant's gross income at the time deferred and have been irrevocably designated as Pre-Tax Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Pre-Tax Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Pre-Tax Elective Deferrals.

**(C) Roth Elective Deferrals.** "Roth Elective Deferrals" means a Participant's Salary Reduction Contributions that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Roth Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Roth Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Roth Elective Deferrals. However, forfeitures may not be allocated to such account. The Plan must also maintain a record of a Participant's investment in the contract (i.e., designated Roth contributions that have not been distributed) and the year in which the Participant first made a Roth Elective Deferral.

**(D) Ordering Rules for Distributions.** The Administrator operationally may implement an ordering rule procedure for withdrawals (including, but not limited to, withdrawals on account of an unforeseeable emergency) from a Participant's accounts attributable to Pre-Tax Elective Deferrals or Roth Elective Deferrals. Such ordering rules may specify whether the Pre-Tax Elective Deferrals or Roth Elective Deferrals are distributed first. Furthermore, such procedure may permit the Participant to elect which type of Elective Deferrals shall be distributed first.

**(E) Corrective distributions attributable to Roth Elective Deferrals.** For any Plan Year in which a Participant may make both Roth Elective Deferrals and Pre-Tax Elective Deferrals, the Administrator operationally may implement an ordering rule procedure for the distribution of Excess Deferrals (Treas. Reg. §1.457-4(e)). Such an ordering rule may specify whether the Pre-Tax Elective Deferrals or Roth Elective Deferrals are distributed first, to the extent such type of Elective Deferrals was made for the year. Furthermore, such procedure may permit the Participant to elect which type of Elective Deferrals shall be distributed first.

**(F) Loans.** If Participant loans are permitted under the Plan, then the Administrator may modify the loan policy or program to provide limitations on the ability to borrow from, or use as security, a Participant's Roth Elective Deferral account. Similarly, the loan policy or program may be modified to provide for an ordering rule with respect to the default of a loan that is made from the Participant's Roth Elective Deferral account and other accounts under the Plan.

**(G) Rollovers.** A direct rollover of a distribution from Roth Elective Deferrals shall only be made to a Plan which includes Roth Elective Deferrals as described in Code §402A(e)(1) or to a Roth IRA as described in Code §408A, and only to the extent the rollover is permitted under the rules of Code §402(c).

## AUGUST 27, 2019 REGULAR MEETING

### Eligible 457 Plan

The Plan shall accept a rollover contribution of Roth Elective Deferrals only if it is a direct rollover from another Plan which permits Roth Elective Deferrals as described in Code §402A(e)(1) and only to the extent the rollover is permitted under the rules of Code §402(c). The Employer, operationally and on a uniform and nondiscriminatory basis, may decide whether to accept any such rollovers.

The Plan shall not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Roth Elective Deferral account if the amount of the distributions that are eligible rollover distributions are reasonably expected to total less than \$200 during a year. In addition, any distribution from a Participant's Roth Elective Deferrals are not taken into account in determining whether distributions from a Participant's other accounts are reasonably expected to total less than \$200 during a year. Furthermore, the Plan will treat a Participant's Roth Elective Deferral account and the Participant's other accounts as held under two separate plans for purposes of applying the automatic rollover rules. However, eligible rollover distributions of a Participant's Roth Elective Deferrals are taken into account in determining whether the total amount of the Participant's account balances under the Plan exceed the Plan's limits for purposes of mandatory distributions from the Plan.

The provisions of the Plan that allow a Participant to elect a direct rollover of only a portion of an eligible rollover distribution but only if the amount rolled over is at least \$500 is applied by treating any amount distributed from a Participant's Roth Elective Deferral account as a separate distribution from any amount distributed from the Participant's other accounts in the Plan, even if the amounts are distributed at the same time.

**(H) Automatic Enrollment.** If the Plan utilizes an automatic enrollment feature as described in Section 3.02(B), then any such automatic contribution shall be a Pre-Tax Elective Deferral.

**(I) Operational Compliance.** The Plan Administrator will administer Roth Elective Deferrals in accordance with applicable regulations or other binding authority.

**3.13 BENEFIT ACCRUAL.** If the Employer elects to apply this Section, then effective as of the date adopted, for benefit accrual purposes, the Plan treats an individual who dies or becomes disabled (as defined under the terms of the Plan) while performing qualified military service with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability.

**(A) Determination of benefits.** The amount of Matching Contributions to be made pursuant to this Section 3.13 shall be determined as though the amount of Salary Reduction Contributions of an individual treated as reemployed under this Section on the basis of the individual's average actual Salary Reduction Contributions for the lesser of: (i) the 12-month period of service with the Employer immediately prior to qualified military service; or (ii) the actual length of continuous service with the Employer.

**3.14 ELIGIBLE AUTOMATIC CONTRIBUTION ARRANGEMENT (EACA).** As elected in the Adoption Agreement, the Employer maintains a Plan with automatic enrollment provisions as an Eligible Automatic Contribution Arrangement ("EACA"). Accordingly, the Plan will satisfy the (1) uniformity requirements, and (2) notice requirements under this Section.

**(A) Uniformity.** The Automatic Deferral Percentage must be a uniform percentage of Compensation. All Participants in the EACA, are subject to Automatic Deferrals, except to the extent otherwise provided in this Plan. If a Participant's Affirmative Election expires or otherwise ceases to be in effect, the Participant will immediately thereafter be subject to Automatic Deferrals, except to the extent otherwise provided in this Plan. However, the Plan does not violate the uniform Automatic Deferral Percentage merely because the Plan applies any of the following provisions:

**(a) Years of participation.** The Automatic Deferral Percentage varies based on the number of plan years the Participant has participated in the Plan while the Plan has applied EACA provisions;

**(b) No reduction from prior default percentage.** The Plan does not reduce an Automatic Deferral Percentage that, immediately prior to the EACA's effective date was higher (for any Participant) than the Automatic Deferral Percentage;

**(c) Applying statutory limits.** The Plan limits the Automatic Deferral amount so as not to exceed the limits of Code Section 457(b)(2) (determined without regard to Age 50 Catch-Up Deferrals).

**(B) EACA notice.** The Plan Administrator annually will provide a notice to each Participant a reasonable period prior to each plan year the Employer maintains the Plan as an EACA ("EACA Plan Year").

**(a) Deemed reasonable notice/new Participant.** The Plan Administrator is deemed to provide timely notice if the Plan Administrator provides the EACA notice at least 30 days and not more than 90 days prior to the beginning of the EACA Plan Year.

**(b) Mid-year notice/new Participant or Plan.** If: (a) an Employee becomes eligible to make Salary Reduction Contributions in the Plan during an EACA Plan Year but after the Plan Administrator has provided the annual EACA notice for that plan year; or (b) the Employer adopts mid-year a new Plan as an EACA, the Plan Administrator must provide the EACA notice no later than the date the Employee becomes eligible to make Salary Reduction Contributions. However, if it is not practicable for the notice to be provided on or before the date an Employee becomes a Participant, then the notice will nonetheless be treated as provided timely if it is provided as soon as practicable after that date and the Employee is permitted to elect to defer from all types of Compensation that may be deferred under the Plan earned beginning on that date.

**(c) Content.** The EACA notice must provide comprehensive information regarding the Participants' rights and obligations under the Plan and must be written in a manner calculated to be understood by the average Participant in accordance with applicable guidance.

**(C) EACA permissible withdrawal.** If elected in in the Adoption Agreement, a Participant who has Automatic Deferrals under the EACA may elect to withdraw all the Automatic

## AUGUST 27, 2019 REGULAR MEETING

### Eligible 457 Plan

Deferrals (and allocable earnings) under the provisions of this Section 3.14. Any distribution made pursuant to this Section will be processed in accordance with normal distribution provisions of the Plan.

**(a) Amount.** If a Participant elects a permissible withdrawal under this Section, then the Plan must make a distribution equal to the amount (and only the amount) of the Automatic Deferrals made under the EACA (adjusted for allocable gains and losses to the date of the distribution). The Plan may separately account for Automatic Deferrals, in which case the entire account will be distributed. If the Plan does not separately account for the Automatic Deferrals, then the Plan must determine earnings or losses in a manner similar to the rules of Treas. Reg. §1.401(k)-2(b)(2)(iv) for distributions of excess contributions.

**(b) Fees.** Notwithstanding the above, the Plan Administrator may reduce the permissible distribution amount by any generally applicable fees. However, the Plan may not charge a greater fee for distribution under this Section than applies to other distributions. The Plan Administrator may adopt a policy regarding charging such fees consistent with this paragraph.

**(c) Timing.** The Participant may make an election to withdraw the Automatic Deferrals under the EACA no later than 90 days, or such shorter period as specified in the Adoption Agreement, after the date of the first Automatic Deferral under the EACA. For this purpose, the date of the first Automatic Deferral is the date that the Compensation subject to the Automatic Deferral otherwise would have been includible in the Participant's gross income. Furthermore, a Participant's withdrawal right is not restricted due to the Participant making an Affirmative Election during the 90 day period (or shorter period as specified in Adoption Agreement.).

**(d) Rehired Employees.** For purposes of this Section, an Employee who for an entire Plan Year did not have contributions made pursuant to a default election under the EACA will be treated as having not had such contributions for any prior Plan Year as well.

**(e) Effective date of the actual withdrawal election:** The effective date of the permissible withdrawal will be as soon as practicable, but in no event later than the earlier of (1) the pay date of the second payroll period beginning after the election is made, or (2) the first pay date that occurs at least 30 days after the election is made. The election will also be deemed to be an Affirmative Election to have no Salary Reduction Contributions made to the Plan.

**(f) Related matching contributions.** The Plan Administrator will not take any deferrals withdrawn pursuant to this section into account in computing the contribution and allocation of matching contributions, if any. If the Employer has already allocated matching contributions to the Participant's account with respect to deferrals being withdrawn pursuant to this Section, then the matching contributions, as adjusted for gains and losses, must be forfeited. Except as otherwise provided, the Plan will use the forfeited contributions to reduce future contributions or to reduce plan expenses.

**(D) Compensation.** Compensation for purposes of determining the amount of Automatic Deferrals has the same meaning as Compensation with regard to Salary Reduction Contributions in general.

### (E) Definitions.

**(a) Definition of Automatic Deferral.** An Automatic Deferral is a Salary Reduction Contribution that results from the operation of this Article III. Under the Automatic Deferral, the Employer automatically will reduce by the Automatic Deferral Percentage as elected the Compensation of each Participant subject to the EACA. The Plan Administrator will cease to apply the Automatic Deferral to a Participant who makes an Affirmative Election as defined in this Section.

**(b) Definition of Automatic Deferral Percentage/Increases.** The Automatic Deferral Percentage is the percentage of Automatic Deferral (including any scheduled increase to the Automatic Deferral Percentage the Employer may elect).

**(c) Effective date of EACA Automatic Deferral.** The effective date of an Employee's Automatic Deferral will be as soon as practicable after the Employee is subject to Automatic Deferrals under the EACA, consistent with (a) applicable law, and (b) the objective of affording the Employee a reasonable period of time after receipt of the notice to make an Affirmative Election (and, if applicable, an investment election).

**(d) Definition of Affirmative Election.** An Affirmative Election is a Participant's election made after the EACA's Effective Date not to defer any Compensation or to defer more or less than the Automatic Deferral Percentage.

**(e) Effective Date of Affirmative Election.** A Participant's Affirmative Election generally is effective as of the first payroll period which follows the payroll period in which the Participant made the Affirmative Election. However, a Participant may make an Affirmative Election which is effective: (a) for the first payroll period in which he or she becomes a Participant if the Participant makes an Affirmative Election within a reasonable period following the Participant's entry date and before the Compensation to which the Election applies becomes currently available; or (b) for the first payroll period following the EACA's effective date, if the Participant makes an Affirmative Election not later than the EACA's effective date.

### 3.15 IN-PLAN ROTH ROLLOVER CONTRIBUTION

**(a) Employer Election.** The Employer in its Adoption Agreement in which the Employer has elected to permit Roth Deferrals also will elect whether to permit an In-Plan Roth Rollover Contribution in accordance with this Section with regard to otherwise distributable amounts and/or otherwise nondistributable amounts. If the Employer elects to permit such contributions, the Employer in its Adoption Agreement will specify the Effective Date thereof which may not be earlier than distributions made after September 27, 2010, and may not be earlier than January 1, 2013 in the case of rollovers of otherwise nondistributable amounts. An In-Plan Roth Rollover Contribution means a Rollover Contribution to the Plan that consists of a distribution or transfer from a Participant's Plan Account, other than a Roth Deferral Account, that the Participant transfers to the Participant's In-Plan Roth Rollover Contribution Account in the Plan, in accordance with Code §402(c)(4). In-Plan Roth Rollover Contributions will be subject to the Plan rules related to Roth Deferral Accounts, subject to preservation of protected benefits.

**(b) Eligibility for Distribution and Rollover.** A Participant may not make an In-Plan Roth Rollover Contribution with regard to an otherwise distributable amount which is not an Eligible Rollover Distribution.



## AUGUST 27, 2019 REGULAR MEETING

### Eligible 457 Plan

**(1) Parties eligible to elect.** For purposes of eligibility for an In-Plan Roth Rollover, the Plan will treat a Participant's surviving spouse Beneficiary or alternate payee spouse or alternate payee former spouse as a Participant. A non-spouse Beneficiary may not make an In-Plan Roth Rollover.

**(2) Distribution from partially Vested account.** In-Plan Roth Rollovers are permitted only from Vested amounts allocated to a qualifying source but may be made from partially Vested Accounts. If a distribution is made to a Participant who has not incurred a Severance from Employment and who is not fully Vested in the Participant's Account from which the In-Plan Roth Rollover Contribution is to be made, and the Participant may increase the Vested percentage in such Account.

**(c) Form and Source of Rollover.**

**(1) Direct Rollover.** An In-Plan Roth Rollover Contribution may be made only by a Direct Rollover.

**(2) Account source.** A Participant may make an In-Plan Roth Rollover from any account (other than a Roth account).

**(3) Cash or in-kind.** The Plan Administrator will effect an In-Plan Roth Rollover Contribution by rolling over the Participant's current investments to the In-Plan Roth Rollover Account. A Plan loan so rolled over without changing the repayment schedule is not treated as a new loan. However the

Employer may provide that loans cannot be rolled over in an In-Plan Roth Rollover.

**(4) No Rollover or Distribution Treatment.**

Notwithstanding any other Plan provision, an In-Plan Roth Rollover Contribution is not a Rollover Contribution for purposes of the Plan. Accordingly: (a) if the Employer in its Adoption Agreement has elected \$5,000 as the Plan limit on Mandatory Distributions, the Plan Administrator will take into account amounts attributable to an In-Plan Roth Rollover Contribution, in determining if the \$5,000 limit is exceeded, regardless of the Employer's election as to whether to count Rollover Contributions for this purpose; (b) no spousal consent is required for a Participant to elect to make an In-Plan Roth Rollover Contribution; (c) protected benefits with respect to the amounts subject to the In-Plan Roth Rollover are preserved; and (d) mandatory 20% federal income tax withholding does not apply to the In-Plan Roth Rollover Contribution.

**(5) In-Plan Roth Rollover Contribution Account.**

An In-Plan Roth Rollover Contribution Account is a sub-account the Plan Administrator may establish to account for a Participant's Rollover Contributions attributable to the Participant's In-Plan Roth Rollover Contributions. The Plan Administrator has authority to establish such a sub-account, and to the extent necessary, may establish sub-accounts based on the source of the In-Plan Roth Rollover Contribution. The Plan Administrator will administer an In-Plan Roth Rollover Contribution Account in accordance with Code and the Plan provisions.

### ARTICLE IV TIME AND METHOD OF PAYMENT OF BENEFITS

4.01 DISTRIBUTION RESTRICTIONS. Except as the Plan provides otherwise, the Plan Administrator or Trustee may not distribute to a Participant the amounts in his or her Account prior to one of the following events:

- (a) The Participant's attaining age 70 1/2;
- (b) The Participant's Severance from Employment; or
- (c) The Participant's death.

4.02 TIME AND METHOD OF PAYMENT OF ACCOUNT. The Plan Administrator, or Trustee at the direction of the Plan Administrator, will distribute to a Participant who has incurred a Severance from Employment the Participant's Vested Account under one or any combination of payment methods and at the time(s) the Adoption Agreement specifies. If the Adoption Agreement permits more than one time or method, the Plan Administrator, in the absence of a Participant election described below, will determine the time and method applicable to a particular Participant. In no event will the Plan Administrator direct (or direct the Trustee to commence) distribution, nor will the Participant elect to have distribution commence, later than the Participant's required beginning date, or under a method that does not satisfy Section 4.03.

**(A) Participant Election of Time and Method.** The Employer in the Adoption Agreement must elect whether to permit Participants to elect the timing and method of distribution of their Account in accordance with this Section 4.02. The Plan Administrator must consent to the specific terms of any such Participant election and the Plan Administrator in its sole discretion may withhold consent. Subject to the foregoing conditions, a Participant: (1) may elect to postpone distribution of his or her Account beyond the time the Employer has elected in the Adoption Agreement, to any fixed or determinable date

including, but not beyond, the Participant's required beginning date; and (2) may elect the method of payment. A Participant in a Tax Exempt Organization Eligible 457 Plan may elect the timing and method of payment of his or her Account no later than 30 days before the date the Plan Administrator or Trustee first would commence payment of the Participant's Account in accordance with the Adoption Agreement. The Plan Administrator must furnish to the Participant a form for the Participant to elect the time and a method of payment. A Participant in a Governmental Eligible 457 Plan is not subject to any such requirement in election the timing or method of payment.

**(B) Number of Initial Elections/Subsequent Elections.** A Participant in a Tax-Exempt Organization Eligible 457 Plan may make any number of elections or revoke any prior election under Section 4.02(A) within the election period. Once the initial election period expires, a Participant, before payment would commence under the Participant's initial election, may make one additional election to defer (but not to accelerate) the timing of payment of his or her Account and also as to the method of payment.

**(C) No Election/Default.** If the Participant does not make a timely election regarding the time and method of payment, the Plan Administrator will pay or direct the Trustee to pay the Participant's Account in accordance with the Adoption Agreement.

**(D) Mandatory Distribution.** The Employer in the Adoption Agreement will elect whether the Plan will make Mandatory Distributions. If the Employer elects Mandatory Distributions, the Employer may determine operationally whether to include Rollover Contributions in determining whether the Participant is subject to Mandatory Distributions.

## AUGUST 27, 2019 REGULAR MEETING

### Eligible 457 Plan

4.03 REQUIRED MINIMUM DISTRIBUTIONS. The Plan Administrator may not distribute nor direct the Trustee to distribute the Participant's Account, nor may the Participant elect any distribution his or her Account, under a method of payment which, as of the required beginning date, does not satisfy the minimum distribution requirements of Code §401(a)(9) or which is not consistent with applicable Treasury regulations.

#### (A) General Rules.

(1) **Precedence.** The requirements of this Section 4.03 will take precedence over any inconsistent provisions of the Plan.

(2) **Requirements of Treasury Regulations Incorporated.** All distributions required under this Section 4.03 will be determined and made in accordance with the Treasury regulations under Code §401(a)(9).

#### (B) Time and Manner of Distribution.

(1) **Required Beginning Date.** The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.

(2) **Death of Participant Before Distribution Begins.** If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(a) **Spouse Designated Beneficiary.** If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then, except as the Employer may elect in the Adoption Agreement, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies, or by December 31 of the calendar year in which the Participant would have attained age 70 1/2, if later.

(b) **Non-Spouse Designated Beneficiary.** If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then, except as the Employer may elect in the Adoption Agreement, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(c) **No Designated Beneficiary.** If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(d) **Death of Spouse.** If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section 4.03(B)(2) other than Section 4.03(B)(2)(a), will apply as if the surviving spouse were the Participant.

For purposes of this Section 4.03(B) and Section 4.03(D), unless Section 4.03(B)(2)(d) applies, distributions are considered to begin on the Participant's required beginning date. If Section 4.03(B)(2)(d) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's required beginning date or to the Participant's surviving spouse

before the date distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a), the date distributions are considered to begin is the date distributions actually commence.

(3) **Forms of Distribution.** Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Sections 4.03(C) and 4.03(D). If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code §401(a)(9) and the Treasury regulations.

#### (C) Required Minimum Distributions during Participant's Lifetime.

(1) **Amount of Required Minimum Distribution for Each Distribution Calendar Year.** During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(a) **ULT.** The quotient obtained by dividing the Participant's account balance by the number in the Uniform Life Table set forth in Treas. Reg. §1.401(a)(9)-9, using the Participant's attained age as of the Participant's birthday in the distribution calendar year; or

(b) **Younger Spouse.** If the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in Treas. Reg. §1.401(a)(9)-9, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

(2) **Lifetime Required Minimum Distributions Continue Through Year of Participant's Death.** Required minimum distributions will be determined under this Section 4.03(C) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

#### (D) Required Minimum Distributions after Participant's Death.

##### (1) Death On or After Distributions Begin.

(a) **Participant Survived by Designated Beneficiary.** If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:

(i) **Participant's Life Expectancy.** The Participant's remaining life expectancy is calculated using the attained age of the Participant as of the Participant's birthday in the calendar year of death, reduced by one for each subsequent calendar year.

(ii) **Spouse's Life Expectancy.** If the Participant's surviving spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar

## AUGUST 27, 2019 REGULAR MEETING

### Eligible 457 Plan

years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the attained age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

**(iii) Non-Spouse's Life Expectancy.** If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the attained age of the Beneficiary as of the Beneficiary's birthday in the calendar year following the calendar year of the Participant's death, reduced by one for each subsequent calendar year.

**(b) No Designated Beneficiary.** If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the calendar year after the calendar year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the calendar year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the attained age of the Participant as of the Participant's birthday in the calendar year of death, reduced by one for each subsequent calendar year.

#### **(2) Death before Date Distributions Begin.**

**(a) Participant Survived by Designated Beneficiary.** Except as the Employer may elect in the Adoption Agreement, if the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Section 4.03(D)(1).

**(b) No Designated Beneficiary.** If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

**(c) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin.** If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a), this Section 4.03(D)(2) will apply as if the surviving spouse were the Participant.

**(d) 5-year or Life Expectancy rule; possible election.** The Employer in its Adoption Agreement will elect whether distribution of the Participant's Account will be made in accordance with the life expectancy rule under Section 4.03(D)(2)(a) or the 5-year rule under Section 4.03(D)(2)(b). The Employer's election may permit a Designated Beneficiary to elect which of these rules will apply or may specify which rule applies. However, the life expectancy rule (whether subject to election or not) applies only in the case of a Designated Beneficiary. The 5-year rule applies as to any Beneficiary who is not a Designated Beneficiary. A permitted election under this Section must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under Section 4.03(D)(2)(a), or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving spouse's) death.

#### **(E) Definitions.**

**(1) Designated Beneficiary.** The individual who is designated as the Beneficiary under the Plan and is the designated beneficiary under Code §401(a)(9) and Treas. Reg. §1.401(a)(9)-1, Q&A-4.

**(2) Distribution calendar year.** A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which the distributions are required to begin under Section 4.03(B)(2). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, will be made on or before December 31 of that distribution calendar year.

**(3) Life expectancy.** Life expectancy as computed by use of the Single Life Table in Treas. Reg. §1.401(a)(9)-9.

**(4) Participant's account balance.** The account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any Rollover Contributions or Transfers to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

**(5) Required beginning date.** A Participant's required beginning date is the April 1 of the calendar year following the later of: (1) the calendar year in which the Participant attains age 70 1/2, or (2) the calendar year in which the Participant retires or such other date under Code §401(a)(9) by which required minimum distributions must commence.

**4.04 DEATH BENEFITS.** Upon the death of the Participant, the Plan Administrator must pay or direct the Trustee to pay the Participant's Account in accordance with Section 4.03. Subject to Section 4.03, a Beneficiary may elect the timing and method of payment in the same manner as a Participant may elect under Section 4.02, if such elections apply.

If a Participant dies while performing qualified military service (as defined in Code §414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.

**4.05 DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT.** The Employer must elect in the Adoption Agreement whether to permit in-service distributions of a Participant's Vested Account under this Section 4.05, notwithstanding the Section 4.01 distribution restrictions.

**(A) Unforeseeable Emergency.** In the event of a Participant's or the Participant's spouse, dependents or beneficiaries' unforeseeable emergency, the Plan Administrator may make a

## AUGUST 27, 2019 REGULAR MEETING

### Eligible 457 Plan

distribution to a Participant who has not incurred a Severance from Employment (or who has incurred a Severance but will not begin to receive payments until some future date). In the event of an unforeseeable emergency, the Plan Administrator also may accelerate payments to a Participant or to a Beneficiary. The Plan Administrator will establish a policy for determining whether an unforeseeable emergency exists. An unforeseeable emergency is a severe financial hardship of a Participant or Beneficiary resulting from: (1) illness or accident of the Participant, the Beneficiary, or the Participant's or Beneficiary's spouse or dependent (as defined in Code §152(a)); (2) loss of the Participant's or Beneficiary's property due to casualty; (3) the need to pay for the funeral expenses of the Participant's or Beneficiary's spouse or dependent (as defined in Code §152(a)); or (4) other similar extraordinary and unforeseeable circumstances arising from events beyond the Participant's or Beneficiary's control, or which applicable law may define as an unforeseeable emergency. The Plan Administrator will not pay the Participant or the Beneficiary more than the amount reasonably necessary to satisfy the emergency need, which may include amounts necessary to pay taxes or penalties on the distribution. The Plan Administrator will not make payment to the extent the Participant or Beneficiary may relieve the financial hardship by cessation of deferrals under the Plan, through insurance or other reimbursement, or by liquidation of the individual's assets to the extent such liquidation would not cause severe financial hardship.

The Participant's Beneficiary is a person who a Participant designates and who is or may become entitled to a Participant's Plan Account upon the Participant's death.

**(B) De minimis distribution.** In accordance with the Employer's Adoption Agreement elections, the Plan Administrator may allow a Participant to elect to receive a distribution or the Plan Administrator will distribute (without a Participant election) any amount of the Participant's Account where: (1) the Participant's Account (disregarding Rollover Contributions) does not exceed \$5,000 (or such other amount as does not exceed the Code §411(a)(11)(A) dollar amount); (2) the Participant has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (3) the Participant has not received a prior distribution under this Section 4.05(B).

**(C) Distribution of Rollover Contributions.** The Employer in the Adoption Agreement may elect to permit a Participant to request and to receive distribution of the Participant's Account attributable to Rollover Contributions (but not to Transfers) before the Participant has a distributable event under Section 4.01.

#### 4.06 DISTRIBUTIONS UNDER QUALIFIED DOMESTIC RELATIONS ORDERS (QDROs).

Notwithstanding any other provision of this Plan, the Employer in the Adoption Agreement may elect to apply the QDRO provisions of this Section 4.06. If Section 4.06 applies, the Plan Administrator (and any Trustee) must comply with the terms of a QDRO, as defined in Code §414(p), which is issued with respect to the Plan.

**(A) Time and Method of Payment.** This Plan specifically permits distribution to an alternate payee under a QDRO at any time, notwithstanding any contrary Plan provision and irrespective of whether the Participant has attained his or her earliest retirement age (as defined under Code §414(p)) under the Plan. A distribution to an alternate payee prior to the Participant's attainment of earliest retirement age is available only if the QDRO specifies distribution at that time or permits an agreement between the Plan and the alternate payee to authorize an earlier distribution. Nothing in this Section 4.06

gives a Participant a right to receive distribution at a time the Plan otherwise does not permit nor authorizes the alternate payee to receive a form of payment the Plan does not permit.

**(B) QDRO Procedures.** The Plan Administrator must establish reasonable procedures to determine the qualified status of a domestic relations order. Upon receiving a domestic relations order, the Plan Administrator promptly will notify the Participant and any alternate payee named in the order, in writing, of the receipt of the order and the Plan's procedures for determining the qualified status of the order. Within a reasonable period of time after receiving the domestic relations order, the Plan Administrator must determine the qualified status of the order and must notify the Participant and each alternate payee, in writing, of the Plan Administrator's determination. The Plan Administrator must provide notice under this paragraph by mailing to the individual's address specified in the domestic relations order.

**(C) Accounting.** If any portion of the Participant's Account Balance is payable under the domestic relations order during the period the Plan Administrator is making its determination of the qualified status of the domestic relations order, the Plan Administrator must maintain a separate accounting of the amounts payable. If the Plan Administrator determines the order is a QDRO within 18 months of the date amounts first are payable following receipt of the domestic relations order, the Plan Administrator will distribute or will direct the Trustee to distribute the payable amounts in accordance with the QDRO. If the Plan Administrator does not make its determination of the qualified status of the order within the 18-month determination period, the Plan Administrator will distribute or will direct the Trustee to distribute the payable amounts in the manner the Plan would distribute if the order did not exist and will apply the order prospectively if the Plan Administrator later determines the order is a QDRO.

To the extent it is not inconsistent with the provisions of the QDRO, the Plan Administrator may segregate or may direct the Trustee to segregate the QDRO amount in a segregated investment account. The Plan Administrator or Trustee will make any payments or distributions required under this Section 4.06 by separate benefit checks or other separate distribution to the alternate payee(s).

**(D) Permissible QDROs.** A domestic relations order that otherwise satisfies the requirements for a qualified domestic relations order ("QDRO") will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death.

#### 4.07 DIRECT ROLLOVER OF ELIGIBLE ROLLOVER DISTRIBUTIONS – GOVERNMENTAL PLAN.

**(A) Participant Election.** A Participant (including for this purpose, a former Employee) in a Governmental Eligible 457 Plan may elect, at the time and in the manner the Plan Administrator prescribes, to have any portion of his or her eligible rollover distribution from the Plan paid directly to an eligible retirement plan specified by the Participant in a direct rollover election. For purposes of this election, a "Participant" includes as to their respective interests, a Participant's surviving spouse and the Participant's spouse or former spouse who is an alternate payee under a QDRO.

**(B) Rollover and Withholding Notice.** At least 30 days and not more than 180 days prior to the Trustee's distribution of an

## AUGUST 27, 2019 REGULAR MEETING

### Eligible 457 Plan

eligible rollover distribution, the Plan Administrator must provide a written notice (including a summary notice as permitted under applicable Treasury regulations) explaining to the distributee the rollover option, the applicability of mandatory 20% federal withholding to any amount not directly rolled over, and the recipient's right to roll over within 60 days after the date of receipt of the distribution ("rollover notice").

**(C) Default distribution or rollover.** Except as provided in Paragraph (D), in the case of a Participant who does not elect timely to roll over or to receive distribution of his or her Account, the Plan Administrator or the Trustee, at the Plan Administrator's direction, may distribute to the Participant or may directly roll over the Participant's Account in accordance with the Plan's rollover notice.

**(D) Mandatory default rollover.** If (1) the Plan is a Governmental Eligible 457 Plan, (2) the Plan makes a mandatory distribution after the Code §401(a)(31)(B) Effective Date, greater than \$1,000, and (3) the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly, then the Plan Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Plan Administrator.

**(E) Non-spouse beneficiary rollover right.** A non-spouse beneficiary who is a "designated beneficiary" under Section 4.03(E)(1), by a direct trustee-to-trustee transfer ("direct rollover"), may roll over all or any portion of his or her distribution to an individual retirement account the beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an eligible rollover distribution.

**(1) Certain requirements not applicable.** Although a non-spouse beneficiary may roll over directly a distribution as provided in Section 4.07(E), the distribution is not subject to the direct rollover requirements of Code §401(a)(31) (including the automatic rollover provisions of Code §401(a)(31)(B)), the notice requirements of Code §402(f) or the mandatory withholding requirements of Code §3405(c). If a non-spouse beneficiary receives a distribution from the Plan, the distribution is not eligible for a "60-day" rollover.

**(2) Trust beneficiary.** If the Participant's named beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Code §401(a)(9)(E).

**(3) Required minimum distributions not eligible for rollover.** A non-spouse beneficiary may not roll over an amount which is a required minimum distribution, as determined under applicable Treasury regulations and other Revenue Service guidance. If the Participant dies before his or her required beginning date and the non-spouse beneficiary rolls over to an IRA the maximum amount eligible for rollover, the beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Treas. Reg. §1.401(a)(9)-3, A-4(c), in determining the required minimum distributions from the IRA that receives the non-spouse beneficiary's distribution.

**(F) Definitions.** The following definitions apply to this Section:

**(1) Eligible rollover distribution.** An eligible rollover distribution is any distribution of all or any portion of a Participant's Account, except an eligible rollover distribution does not include: (a) any distribution which is one of a series of substantially equal periodic payments (not less frequently than

annually) made for the life (or life expectancy) of the Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's designated Beneficiary, or for a specified period of ten years or more; (b) any Code §401(a)(9) required minimum distribution; (c) any unforeseeable emergency distribution; and (d) any distribution which otherwise would be an eligible rollover distribution, but where the total distributions to the Participant during that calendar year are reasonably expected to be less than \$200.

**(2) Eligible retirement plan.** An eligible retirement plan is an individual retirement account described in Code §408(a), an individual retirement annuity described in Code §408(b), an annuity plan described in Code §403(a), a qualified plan described in Code §401(a), an annuity contract (or custodial agreement) described in Code §403(b), or an eligible deferred compensation plan described in Code §457(b) and maintained by an Employer described in Code §457(e)(1)(A), which accepts the Participant's, the Participant's spouse or alternate payee's eligible rollover distribution.

A Participant or beneficiary may elect to roll over directly an eligible rollover distribution to a Roth IRA described in Code §408A(b). For this purpose, the term "eligible rollover distribution" includes a rollover distribution described in this Section.

**(3) Direct rollover.** A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

**(4) Mandatory distribution.** A mandatory distribution is an eligible rollover distribution without the Participant's consent before the Participant attains the later of age 62 or Normal Retirement Age (see paragraph 3.05 (B)). A distribution to a beneficiary is not a mandatory distribution.

**(5) 401(a)(31)(B) Effective Date.** The 401(a)(31)(B) Effective Date is the date of the close of the first regular legislative session of the legislative body with the authority to amend the Plan that begins on or after January 1, 2006.

**4.08 ELECTION TO DEDUCT FROM DISTRIBUTION.** An Eligible Retired Public Safety Officer may elect annually for that taxable year to have the Plan deduct an amount from a distribution which the Eligible Retired Public Safety Officer otherwise would receive and include in income. The Plan will pay such deducted amounts directly to pay qualified health insurance premiums.

**(A) Direct payment.** The Plan will pay directly to the provider of the accident or health insurance plan or qualified long-term care insurance contract the amounts the Eligible Retired Public Safety Officer has elected to have deducted from the distribution. Such amounts may not exceed the lesser of \$3,000 or the amount the Participant paid for such taxable year for qualified health insurance premiums, and which otherwise complies with Code §402(l).

### **(B) Definitions.**

**(1) Eligible retired public safety officer.** An "Eligible Retired Public Safety Officer" is an individual who, by reason of disability or attainment of Normal Retirement Age, is separated from service as a Public Safety Officer with the Employer.

**(2) Public safety officer.** A "Public Safety Officer" has the same meaning as in Section 1204(9)(A) of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3796b(9)(A)).

## AUGUST 27, 2019 REGULAR MEETING

### Eligible 457 Plan

(3) **Qualified health insurance premiums.** The term "qualified health insurance premiums" means premiums for coverage for the Eligible Retired Public Safety Officer, his or

her spouse, and dependents, by an accident or health insurance plan or qualified long-term care insurance contract (as defined in Code §7702B(b)).

## AUGUST 27, 2019 REGULAR MEETING

### Eligible 457 Plan

#### ARTICLE V PLAN ADMINISTRATOR - DUTIES WITH RESPECT TO PARTICIPANTS' ACCOUNTS

5.01 TERM/VACANCY. The Plan Administrator will serve until his or her successor is appointed. In case of a vacancy in the position of the Plan Administrator, the Employer will exercise any and all of the powers, authority, duties and discretion conferred upon the Plan Administrator pending the filling of the vacancy.

5.02 POWERS AND DUTIES. The Plan Administrator will have the following powers and duties:

- (a) To select a committee to assist the Plan Administrator;
- (b) To select a secretary for the committee, who need not be a member of the committee;
- (c) To determine the rights of eligibility of an Employee to participate in the Plan and the value of a Participant's Account;
- (d) To adopt rules and procedures and to create administrative forms necessary for the proper and efficient administration of the Plan provided the rules, procedures and forms are not inconsistent with the terms of the Plan;
- (e) To construe and enforce the terms of the Plan and the rules and regulations the Plan Administrator adopts, including interpretation of the Plan documents and documents related to the Plan's operation;
- (f) To direct the distribution of a Participant's Account;
- (g) To review and render decisions respecting a claim for (or denial of a claim for) a benefit under the Plan;
- (h) To furnish the Employer with information which the Employer may require for tax or other purposes;
- (i) To establish a policy in making distributions for unforeseeable emergencies;
- (j) To establish under a Governmental Eligible 457 Plan, policies regarding the receipt of Rollover Contributions and default rollover distributions;
- (k) To establish a policy regarding the making and the receipt of Transfers;
- (l) To establish a policy regarding Participant or Beneficiary direction of investment;
- (m) To engage the services of any person to invest any Account under this Plan and to direct such person to make payment to a Participant of his or her Vested Account;
- (n) To establish under a Governmental Eligible 457 Plan, a policy (see Section 5.02(A)) which the Trustee must observe in making loans, if any, to Participants and Beneficiaries;
- (o) To undertake correction of any Plan failures as necessary to preserve eligible Plan status; and
- (p) To undertake any other action the Plan Administrator deems reasonable or necessary to administer the Plan.

The Plan Administrator shall have total and complete discretion to interpret and construe the Plan and to determine all questions arising in the administration, interpretation and

application of the Plan. Any determination the Plan Administrator makes under the Plan is final and binding upon any affected person.

**(A) Loan Policy.** In a Governmental Eligible 457 Plan, the Plan Administrator, in its sole discretion, may establish, amend or terminate from time to time, a nondiscriminatory policy which the Trustee must observe in making Plan loans, if any, to Participants and to Beneficiaries. If the Plan Administrator adopts a loan policy, the loan policy must be a written document and must include: (1) the identity of the person or positions authorized to administer the participant loan program; (2) the procedure for applying for a loan; (3) the criteria for approving or denying a loan; (4) the limitations, if any, on the types and amounts of loans available; (5) the procedure for determining a reasonable rate of interest; (6) the types of collateral which may secure the loan; and (7) the events constituting default and the steps the Plan will take to preserve Plan assets in the event of default. A loan policy the Plan Administrator adopts under this Section 5.02(A) is part of the Plan, except that the Plan Administrator may amend or terminate the policy without regard to Section 9.01.

**(B) QDRO Policy.** If the QDRO provisions of Section 4.06 apply, the Plan Administrator will establish QDRO procedures.

5.03 COMPENSATION. The Plan Administrator and the members of the Committee will serve without compensation for services, but the Employer will pay all expenses of the Plan Administrator and Committee.

5.04 AUTHORIZED REPRESENTATIVE. The Plan Administrator may authorize any one of the members of the Committee, if any, or the Committee's Secretary, to sign on the Plan Administrator's behalf any Plan notices, directions, applications, certificates, consents, approvals, waivers, letters or other documents.

5.05 INDIVIDUAL ACCOUNTS/RECORDS. The Plan Administrator will maintain a separate Account in the name of each Participant to reflect the value of the Participant's Deferred Compensation under the Plan. The Plan Administrator will maintain records of its activities.

5.06 VALUE OF PARTICIPANT'S ACCOUNT. The value of each Participant's Account consists of his or her accumulated Deferred Compensation, as of the most recent Accounting Date or any later date as the Plan Administrator may determine.

#### 5.07 ACCOUNT ADMINISTRATION, VALUATION AND EXPENSES.

**(A) Individual Accounts.** The Plan Administrator, as necessary for the proper administration of the Plan, will maintain, or direct the Trustee to maintain, a separate Account, or multiple Accounts, in the name of each Participant to reflect the Participant's Account Balance under the Plan. The Plan Administrator will make its allocations of Employer Contributions and of Earnings, or will request the Trustee to make such allocations, to the Accounts of the Participants as necessary to maintain proper Plan records and in accordance with the applicable: (i) Contribution Types; (ii) allocation conditions; (iii) investment account types; and (iv) Earnings allocation methods. The Plan Administrator may also maintain, or direct the Trustee to maintain, a separate temporary Account for Participant forfeitures which occur during a Plan Year,

## AUGUST 27, 2019 REGULAR MEETING

### Eligible 457 Plan

pending their accrual and allocation in accordance with the Plan terms, or for other special items as the Plan Administrator determines is necessary and appropriate for proper plan administration.

**(1) By Contribution Type.** The Plan Administrator, will establish Plan Accounts for each Participant as necessary to reflect his or her Accounts attributable to the following Contribution Types and the Earnings attributable thereto: Pre-Tax Deferrals, Roth Deferrals, Matching Contributions, Nonelective Contributions, Rollover Contributions (including Roth versus pre-tax amounts), and Transfers.

**(2) By investment account type.** The Plan Administrator will establish separate Accounts for each Participant as necessary to reflect his or her investment account types as described below:

**(a) Pooled Accounts.** A Pooled Account is an Account which for investment purposes is not a Segregated Account or a Participant-Directed Account. If any or all Plan investment Accounts are Pooled Accounts, each Participant's Account has an undivided interest in the assets comprising the Pooled Account. In a Pooled Account, the value of each Participant's Account Balance consists of that proportion of the net worth (at fair market value) of the Trust Fund which the net credit balance in his or her Account (exclusive of the cash value of incidental benefit insurance contracts) bears to the total net credit balance in the Accounts of all Participants plus the cash surrender value of any insurance contracts held by the Trustee on the Participant's life. As of each Valuation Date, the Plan Administrator must reduce a Participant-Directed Account for any forfeiture arising from Section 5.07 after the Plan Administrator has made all other allocations, changes or adjustments to the Account (excluding Earnings) for the valuation period.

**(b) Participant-Directed Accounts.** A Participant-Directed Account is an Account that the Plan Administrator establishes and maintains or directs the Trustee to establish and maintain for a Participant to invest in one or more assets that are not pooled assets held by the Trust, such as assets in a brokerage account or other property in which other Participants do not have any interest. As the Plan Administrator determines, a Participant-Directed Account may provide for a limited number and type of investment options or funds, or may be open-ended and subject only to any limitations imposed by applicable law. A Participant may have one or more Participant-Directed Accounts in addition to Pooled or Segregated Accounts. A Participant-Directed Account is credited and charged with the Earnings. As of each Valuation Date, the Plan Administrator must reduce a Participant-Directed Account for any forfeiture arising from Section 5.07 after the Plan Administrator has made all other allocations, changes or adjustments to the Account (excluding Earnings) for the valuation period.

**(c) Segregated Accounts.** A Segregated Account is an Account the Plan Administrator establishes and maintains or directs the Trustee to establish and maintain for a Participant: (i) to facilitate installment payments; (ii) to hold a QDRO amount; (iii) to prevent a distortion of Plan Earnings allocations; or (iv) for such other purposes as the Plan Administrator may direct. A Segregated Account receives all income it earns and bears all expense or loss it incurs. The Trustee will invest the assets of a Segregated Account consistent with the purpose for which the Plan Administrator or Trustee established the Account. As of

each Valuation Date, the Plan Administrator must reduce a Segregated Account for any forfeiture arising after the Plan Administrator has made all other allocations, changes or adjustments to the Account (excluding Earnings) for the Valuation Period. Notwithstanding anything in this Section to the contrary, transferred amounts are not required to be separately accounted for and may be combined with the corresponding Account maintained in this Plan provided all rights, benefits and features and other attributes are identical with respect to each account, or are identical after the combination and such combination does not result in the impermissible elimination of any Code §411(d)(6) protected benefits.

**(3) Amount of Account/distributions.** The amount of a Participant's Account, as determined by the Plan Administrator, is equal to the sum of all contributions, Earnings and other additions credited to the Account, less all distributions (including distributions to Beneficiaries and to alternate payees and also including disbursement of Plan loan proceeds), expenses and other charges against the Account as of a Valuation Date or other relevant date. For purposes of a distribution under the Plan, the amount of a Participant's Account Balance is determined based upon its value on the Valuation Date immediately preceding or coinciding with the date of the distribution. If any or all Plan investment Accounts are Participant-Directed Accounts, the directing Participant's Account Balance consists of the assets held within the Participant-Directed Account and the value of the Account is determined based upon the fair market value of such assets.

**(4) Account statements.** As soon as practicable after the Accounting Date of each Plan Year, the Plan Administrator will deliver to each Participant (and to each Beneficiary) a statement reflecting the amount of his or her Account Balance in the Trust as of the statement date or most recent Valuation Date. No Participant, except the Plan Administrator/Participant or Trustee/Participant, has the right to inspect the records reflecting the Account of any other Participant.

**(B) Allocation of Earnings.** This Section 5.07(B) applies solely to the allocation of Earnings of the Trust Fund. The Plan Administrator will allocate Employer Contributions and Participant forfeitures, if any, in accordance with Article III. Earnings means the net income, gain or loss earned by a particular Account, by the Trust, or with respect to a contribution or to a distribution, as the context requires.

**(1) Allocate as of Valuation Date.** As of each Valuation Date, the Plan Administrator must adjust Accounts to reflect Earnings for the Valuation Period since the last Valuation Date.

**(2) Definition of Valuation Date.** A Valuation Date under this Plan is each: (a) Accounting Date; (b) Valuation Date the Employer elects in the Adoption Agreement; or (c) Valuation Date the Plan Administrator establishes. The Employer in the Adoption Agreement or the Plan Administrator may elect alternative Valuation Dates for the different Contribution Types which the Plan Administrator maintains under the Plan.

**(3) Definition of Valuation Period.** The Valuation Period is the period beginning on the day after the last Valuation Date and ending on the current Valuation Date.



## AUGUST 27, 2019 REGULAR MEETING

### Eligible 457 Plan

**(4) Allocation methods.** The Plan Administrator will allocate Earnings to the Participant Accounts in accordance with the daily valuation method, balance forward method, balance forward with adjustment method, weighted average method, Participant-Directed Account method, or other method the Employer elects under the Adoption Agreement. The Employer in the Adoption Agreement may elect alternative methods under which the Plan Administrator will allocate the Earnings to the Accounts reflecting different Contribution Types or investment Account types which the Plan Administrator maintains under the Plan. The Plan Administrator first will adjust the Participant Accounts, as those Accounts stood at the beginning of the current Valuation Period, by reducing the Accounts for any forfeitures, distributions, and loan disbursement payments arising under the Plan, for expenses charged during the Valuation Period to the Accounts (expenses directly related to a Participant's Account). The Plan Administrator then, subject to the restoration allocation requirements of the Plan, will allocate Earnings under the applicable valuation method.

**(a) Daily valuation method.** If the Employer in the Adoption Agreement elects to apply the daily valuation method, the Plan Administrator will allocate Earnings on each day of the Plan Year for which Plan assets are valued on an established market and the Trustee is conducting business. Under the daily valuation method, all assets subject to such method are subject to daily valuation. The assets may be held in Participant-Directed Accounts or in Accounts which are subject to Trustee or other fiduciary investment direction.

**(b) Balance forward method.** If the Employer in the Adoption Agreement elects to apply the balance forward method, the Plan Administrator will allocate Earnings pro rata to the adjusted Participant Accounts, since the last Valuation Date.

**(c) Balance forward with adjustment method.** If the Employer in the Adoption Agreement elects to apply the balance forward with adjustment method, the Plan Administrator will allocate pursuant to the balance forward method, except it will treat as part of the relevant Account at the beginning of the Valuation Period the percentage of the contributions made as the Employer elects in the Adoption Agreement, during the Valuation Period the Employer elects in the Adoption Agreement.

**(d) Weighted average method.** If the Employer in the Adoption Agreement elects to apply a weighted average allocation method, the Plan Administrator will allocate pursuant to the balance forward method, except it will treat a weighted portion of the applicable contributions as if includible in the Participant's Account as of the beginning of the Valuation Period. The weighted portion is a fraction, the numerator of which is the number of months in the Valuation Period, excluding each month in the Valuation Period which begins prior to the contribution date of the applicable contributions, and the denominator of which is the number of months in the Valuation Period. The Employer in the Adoption Agreement may elect to substitute a weighting period other than months for purposes of this weighted average allocation.

**(e) Participant-Directed Account method.** The Employer in the Adoption Agreement must elect to apply the Participant-Directed Account method to any Participant-Directed Account under the Plan. Under the Participant-Directed Account method: (i) each Participant-Directed Account is credited and charged with the Earnings such Account generates;

(ii) the Employer's election, if any, in the Adoption Agreement of another method for the allocation of Earnings will not apply to any Participant-Directed Account; and (iii) the Participant-Directed Account may be valued as often as daily, but will be valued at least annually, and all assets in the Account are not necessarily valued on the same frequency. An Account which is subject to the Participant-Directed Account method includes an individual brokerage account or similar account in title to the Trustee for the benefit of the Participant.

**(C) Allocation of Net Income, Gain or Loss (No Trust).** In a Tax-Exempt Eligible 457 Plan that does not maintain a trust the Plan Administrator will allocate net income, gain or loss in accordance with this provision. As of each Accounting Date (and each other valuation date determined under the Adoption Agreement), the Plan Administrator will adjust Accounts to reflect net income, gain or loss, if any, since the last Accounting Date or Account valuation. The Employer in the Adoption Agreement will elect the method for allocating net income gain or loss. The Plan Administrator will continue to allocate net income, gain and loss to a Participant's Account subject to an installment distribution, until the Account is fully distributed.

**5.08 ACCOUNT CHARGED.** The Plan Administrator will charge all distributions made to a Participant or to his or her Beneficiary, or transferred under Section 9.03 from his or her Account, against the Account of the Participant when made.

**5.09 OWNERSHIP OF FUND/TAX-EXEMPT ORGANIZATION.** If the Employer is a Tax-Exempt Organization, the Plan is an unfunded plan and all Deferred Compensation, property and rights to property purchased by Deferred Compensation and all income attributable thereto remain, until paid or made available under the Plan, the sole property and rights of the Employer, subject only to the claims of the Employer's general creditors. No Participant or Beneficiary will have any vested interest or secured or preferred position with respect to an Account or have any claim against the Employer except as a general creditor. No Participant or Beneficiary shall have any right to sell, assign, transfer or otherwise convey his or her Account or any interest in his or her Deferred Compensation. The Employer or the Plan Administrator, acting as the Employer's agent, may enter into a trust agreement solely for the purpose of investing all or part of the Accounts, which will be subject to the claims of the Employer's general creditors, and in which the Participants or Beneficiaries will not have a vested interest nor a secured or preferred position or have any claim except as the Employer's general creditor. The Employer may not purchase life insurance contracts under this Plan unless the Employer retains all incidents of ownership in such contracts, the Employer is the sole beneficiary of such contracts and the Employer is not under any obligation to transfer the contracts or pass through the proceeds to any Participant or to his or her Beneficiary. The Employer may adopt and attach to the Plan as "Appendix A," the Internal Revenue Service Model Rabbi Trust under Rev. Proc. 92-64 (as amended) to hold the assets of a Tax-Exempt Organization Eligible 457 Plan. If the Employer adopts the Model Rabbi Trust, the Plan incorporates by reference the provisions of the Model Rabbi Trust as if fully set forth herein.

**5.10 PARTICIPANT DIRECTION OF INVESTMENT.** Subject to the terms of the Plan Administrator's adopted policy, if any, and also to written consent of the Trustee, if the Plan has a Trust, a Participant will have the right to direct the investment or re-investment of the assets comprising the Participant's Account. The Plan Administrator will account separately for the Participant-Directed Accounts. The Participant's right to direct investment does not give the Participant any vested interest or secured or preferred position with respect to assets over which he/she has investment responsibility.

## AUGUST 27, 2019 REGULAR MEETING

### Eligible 457 Plan

**5.11 VESTING/SUBSTANTIAL RISK OF FORFEITURE.** The Employer in the Adoption Agreement may elect to apply a vesting schedule or to specify any other Substantial Risk of Forfeiture applicable to any or all Deferral Contributions.

**(A) Forfeiture Allocation.** The Employer in the Adoption Agreement must elect the method the Plan Administrator will use to allocate any Participant forfeitures, including those related to lost Participants under Section 5.14. The Plan Administrator will allocate a forfeiture in the Plan Year in which the forfeiture occurs or in the next following Plan Year.

**5.12 PRESERVATION OF ELIGIBLE PLAN STATUS.** The Plan Administrator may elect to sever from this Plan and to treat as a separate 457 plan, the Accounts of any Participants who have Excess Deferrals that the Plan Administrator has not corrected in accordance with Section 3.10 or in the case of any other Code §457(b) failure that the Employer may not otherwise correct, and which failure would result in the Plan ceasing to be an Eligible 457 Plan. In such event, the Plan Administrator will take any necessary or appropriate action consistent with the Employer's maintenance of separate 457 plans and with preservation of Eligible 457 Plan status of this Plan.

**5.13 LIMITED LIABILITY.** The Employer will not be liable to pay plan benefits to a Participant in excess of the value of the Participant's Account as the Plan Administrator determines in accordance with the Plan terms. Neither the Employer nor the Plan Administrator will be liable for losses arising from depreciation or shrinkage in the value of any investments acquired under this Plan.

**5.14 LOST PARTICIPANTS.** If the Plan Administrator is unable to locate any Participant or Beneficiary whose Account becomes distributable (a "lost Participant"), the Plan Administrator will apply the provisions of this Section 5.14.

**(A) Attempt to Locate.** The Plan Administrator will attempt to locate a lost Participant and may use one or more of the following methods: (1) provide a distribution notice to the lost Participant at his or her last known address by certified or registered mail; (2) use a commercial locator service, the internet or other general search method; (3) use the Social Security Administration or PBGC search program; or (4) use such other methods as the Plan Administrator believes prudent.

**(B) Failure to Locate.** If a lost Participant remains unlocated for 6 months following the date the Plan Administrator first attempts to locate the lost Participant using one or more of the methods described in Section 5.14(A), the Plan Administrator may forfeit the lost Participant's Account. If the Plan Administrator forfeits the lost Participant's Account, the forfeiture occurs at the end of the above-described 6-month period and the Plan Administrator will allocate the forfeiture in accordance with Section 5.11. The Plan Administrator under this Section 5.14(B) will forfeit the entire Account of the lost Participant, including Salary Reduction Contributions.

If a lost Participant whose Account was forfeited thereafter at any time but before the Plan has been terminated makes a claim for his or her forfeited Account, the Plan Administrator will restore the forfeited Account to the same dollar amount as the amount forfeited, unadjusted for net income, gains or losses occurring subsequent to the forfeiture. The Plan Administrator will make the restoration in the Plan Year in which the lost Participant makes the claim, first from the amount, if any, of Participant forfeitures the Plan Administrator otherwise would allocate for the Plan Year, then from the amount, if any, of Trust net income or gain for the Plan Year and last from the amount or

additional amount the Employer contributes to the Plan for the Plan Year. The Plan Administrator will distribute the restored Account to the lost Participant not later than 60 days after the close of the Plan Year in which the Plan Administrator restores the forfeited Account.

## AUGUST 27, 2019 REGULAR MEETING

### Eligible 457 Plan

**(C) Nonexclusivity and Uniformity.** The provisions of this Section 5.14 are intended to provide permissible but not exclusive means for the Plan Administrator to administer the Accounts of lost Participants. The Plan Administrator may utilize any other reasonable method to locate lost Participants and to administer the Accounts of lost Participants, including the default rollover under Section 4.07(C) and such other methods as the Revenue Service or the U.S. Department of Labor ("DOL") may in the future specify. The Plan Administrator will apply Section 5.14 in a reasonable manner, but may in determining a specific course of action as to a particular Account, reasonably take into account differing circumstances such as the amount of a lost Participant's Account, the expense in attempting to locate a lost Participant, the Plan Administrator's ability to establish and the expense of establishing a rollover IRA, and other factors. The Plan Administrator may charge to the Account of a lost Participant the reasonable expenses incurred under this Section 5.14 and which are associated with the lost Participant's Account.

**5.15 PLAN CORRECTION.** The Plan Administrator, in conjunction with the Employer and Trustee as appropriate, may undertake such correction of Plan errors as the Plan Administrator deems necessary, including but not limited to correction to maintain the Plan's status as an Eligible 457 Plan. The Plan Administrator under this Section 5.15 also may undertake Plan correction in accordance with any correction program that the Internal Revenue Service makes applicable to 457 plans.

# AUGUST 27, 2019 REGULAR MEETING

## Eligible 457 Plan

### ARTICLE VI PARTICIPANT ADMINISTRATIVE PROVISIONS

6.01 BENEFICIARY DESIGNATION. A Participant from time to time may designate, in writing, any person(s) (including a trust or other entity), contingently or successively, to whom the Plan Administrator or Trustee will pay the Participant's Account (including any life insurance proceeds payable to the Participant's Account) in the event of death. A Participant also may designate the method of payment of his or her Account. The Plan Administrator will prescribe the form for the Participant's written designation of Beneficiary and, upon the Participant's filing the form with the Plan Administrator, the form revokes all designations filed prior to that date by the same Participant. A divorce decree, or a decree of legal separation, revokes the Participant's designation, if any, of his or her spouse as his or her Beneficiary under the Plan unless the decree or a QDRO provides otherwise. The foregoing revocation provision (if applicable) applies only with respect to a Participant whose divorce or legal separation becomes effective on or following the date the Employer executes the Adoption Agreement, unless the Employer in the Adoption Agreement specifies a different effective date.

6.02 NO BENEFICIARY DESIGNATION. If a Participant fails to name a Beneficiary in accordance with Section 6.01, or if the Beneficiary named by a Participant predeceases the Participant, then the Plan Administrator will pay the Participant's remaining Account in accordance with Article IV in the following order of priority, to:

- (a) The Participant's surviving spouse; or
- (b) The Participant's children (including adopted children), in equal shares by right of representation (one share for each surviving child and one share for each child who predeceases the Participant with living descendants); and if none to
- (c) The Participant's estate.

If the Beneficiary survives the Participant, but dies prior to distribution of the Participant's entire Account, the Trustee will pay the remaining Account to the Beneficiary's estate unless: (1) the Participant's Beneficiary designation provides otherwise; or (2) the Beneficiary has properly designated a beneficiary. A Beneficiary only may designate a beneficiary for the Participant's Account Balance remaining at the Beneficiary's death, if the Participant has not previously designated a successive contingent beneficiary and the Beneficiary's designation otherwise complies with the Plan terms. The Plan Administrator will direct a Trustee if applicable as to the method and to whom the Trustee will make payment under this Section 6.02.

#### 6.03 SALARY REDUCTION AGREEMENT.

**(A) General.** A Participant must elect to make Salary Reduction Contributions on a Salary Reduction Agreement form the Plan Administrator provides for this purpose. The Salary Reduction Agreement must be consistent with the Employer's Adoption Agreement elections and the Plan Administrator in a Salary Reduction Agreement may impose such other terms and limitations as the Plan Administrator may determine.

**(B) Election Timing.** A Participant's Salary Reduction Agreement may not take effect earlier than the first day of the calendar month following the date the Participant executes the Salary Reduction Agreement and as to Compensation paid or made available in such calendar month. However, if an

Employee is eligible to become a Participant during the Employee's calendar month of hire, the Employee may execute a Salary Reduction Agreement on or before the date he/she becomes an Employee, effective for the month in which he/she becomes an Employee.

**(C) Sick, Vacation and Back Pay.** If the Employer in the Adoption Agreement permits Participants to make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay, a Participant who will incur a Severance from Employment may execute a Salary Reduction Agreement before such amounts are paid or made available provided: (i) such amounts are paid or made available before the Participant incurs the Severance; and (ii) the Participant is an Employee in that month.

**(D) Modification of Salary Reduction Agreement.** A Participant's Salary Reduction Agreement remains in effect until a Participant modifies it or ceases to be eligible to participate in the Plan. A Participant may modify his or her Salary Reduction Agreement by executing a new Salary Reduction Agreement. Any modification will become effective no earlier than the beginning of the calendar month commencing after the date the Participant executes the new Salary Reduction Agreement. Filing a new Salary Reduction Agreement will revoke all Salary Reduction Agreements filed prior to that date. The Employer or Plan Administrator may restrict the Participant's right to modify his or her Salary Reduction Agreement in any Taxable Year.

6.04 PERSONAL DATA TO PLAN ADMINISTRATOR. Each Participant and each Beneficiary of a deceased Participant must furnish to the Plan Administrator such evidence, data or information as the Plan Administrator considers necessary or desirable for the purpose of administering the Plan. The provisions of this Plan are effective for the benefit of each Participant upon the condition precedent that each Participant will furnish promptly full, true and complete evidence, data and information when requested by the Plan Administrator, provided the Plan Administrator advises each Participant of the effect of his or her failure to comply with its request.

6.05 ADDRESS FOR NOTIFICATION. Each Participant and each Beneficiary of a deceased Participant must file with the Plan Administrator from time to time, in writing, his or her address and any change of address. Any communication, statement or notice addressed to a Participant, or Beneficiary, at his or her last address filed with the Plan Administrator, or as shown on the records of the Employer, binds the Participant, or Beneficiary, for all purposes of this Plan.

6.06 PARTICIPANT OR BENEFICIARY INCAPACITATED. If, in the opinion of the Plan Administrator or of the Trustee, a Participant or Beneficiary entitled to a Plan distribution is not able to care for his or her affairs because of a mental condition, a physical condition, or by reason of age, the Plan Administrator or at the direction of the Plan Administrator, the Trustee, may make the distribution to the Participant's or Beneficiary's guardian, conservator, trustee, custodian (including under a Uniform Transfers or Gifts to Minors Act) or to his or her attorney-in-fact or to other legal representative upon furnishing evidence of such status satisfactory to the Plan Administrator and to the Trustee. The Plan Administrator and the Trustee do not have any liability with respect to payments so made and neither the Plan Administrator nor the Trustee has any duty to make inquiry as to the competence of any person entitled to receive payments under the Plan.

## AUGUST 27, 2019 REGULAR MEETING

Eligible 457 Plan

### ARTICLE VII MISCELLANEOUS

7.01 NO ASSIGNMENT OR ALIENATION. A Participant or Beneficiary does not have the right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments under the Plan or Trust and the Plan Administrator and the Trustee will not recognize any such anticipation, assignment, or alienation. The payments and the rights under this Plan are nonassignable and nontransferable. Furthermore, a Participant's or Beneficiary's interest in the Trust is not subject to attachment, garnishment, levy, execution or other legal or equitable process.

7.02 EFFECT ON OTHER PLANS. This Plan does not affect benefits under any other retirement, pension, or benefit plan or system established for the benefit of the Employer's Employees, and participation under this Plan does not affect benefits receivable under any such plan or system, except to the extent provided in such plan or system.

7.03 WORD USAGE. Words used in the masculine will apply to the feminine where applicable, and wherever the context of the Plan dictates, the plural will be read as the singular and the singular as the plural.

7.04 STATE LAW. The laws of the state of the Employer's principal place of business will determine all questions arising with respect to the provisions of this Plan, except to the extent Federal law supersedes State law.

7.05 EMPLOYMENT NOT GUARANTEED. Nothing contained in this Plan, or any modification or amendment to the Plan, or in the creation of any Account, or the payment of any benefit, gives any Employee, Participant or Beneficiary any right to continue employment, any legal or equitable right against the Employer, the Plan Administrator, the Trustee, any other Employee of the Employer, or any agents thereof except as expressly provided by the Plan.

7.06 NOTICE, DESIGNATION, ELECTION, CONSENT AND WAIVER. All notices under the Plan and all Participant or Beneficiary designations, elections, consents or waivers must be in writing and made in a form the Plan Administrator specifies or otherwise approves. To the extent permitted by Treasury regulations or other applicable guidance, any Plan notice, election, consent or waiver may be transmitted electronically. Any person entitled to notice under the Plan may waive the notice or shorten the notice period except as otherwise required by the Code.

# AUGUST 27, 2019 REGULAR MEETING

## Eligible 457 Plan

### ARTICLE VIII TRUST PROVISIONS—GOVERNMENTAL ELIGIBLE 457 PLAN

8.01 GOVERNMENTAL ELIGIBLE 457 PLAN. The provisions of this Article VIII apply to a Governmental Eligible 457 Plan and do not apply to a Tax-Exempt Organization Eligible 457 Plan. The Employer in the Adoption Agreement may elect to substitute another trust (attached to this Plan as "Appendix A") or to modify any provision of Article VIII, consistent with Code §457(g) and applicable Treasury regulations.

8.02 ACCEPTANCE/HOLDING. The Trustee accepts the Trust created under the Plan and agrees to perform the duties and obligations imposed. The Trustee must hold in trust under this Article VIII, all Deferred Compensation until paid in accordance with the Plan terms.

8.03 RECEIPT OF CONTRIBUTIONS. The Trustee is accountable to the Employer for the funds contributed to it by the Employer or the Plan Administrator, but the Trustee does not have any duty to see that the contributions received comply with the provisions of the Plan.

8.04 FULL INVESTMENT POWERS. The Trustee has full discretion and authority with regard to the investment of the Trust, except with respect to a Trust asset under Participant direction of investment, in accordance with Section 8.12. The Trustee is authorized and empowered, but not by way of limitation, to exercise and perform the following powers, rights and duties:

(a) To invest any part or all of the Trust in any common or preferred stocks, open-end or closed-end mutual funds, put and call options traded on a national exchange, United States retirement plan bonds, corporate bonds, debentures, convertible debentures, commercial paper, U. S. Treasury bills, U. S. Treasury notes and other direct or indirect obligations of the United States Government or its agencies, improved or unimproved real estate situated in the United States, limited partnerships, insurance contracts of any type, mortgages, notes or other property of any kind, real or personal, and to buy or sell options on common stock on a nationally recognized options exchange with or without holding the underlying common stock, as a prudent person would do under like circumstances. Any investment made or retained by the Trustee in good faith will be proper but must be of a kind constituting a diversification considered by law suitable for trust investments;

(b) To retain in cash so much of the Trust as it may deem advisable to satisfy liquidity needs of the Plan and to deposit any cash held in the Trust in a bank account at reasonable interest;

(c) To invest, if the Trustee is a bank or similar financial institution supervised by the United States or by a State, in any type of deposit of the Trustee (or a bank related to the Trustee within the meaning of Code §414(b)) at a reasonable rate of interest or in a common trust fund as described in Code §584, or in a collective investment fund, the provisions of which the Trust incorporates by this reference, which the Trustee (or its affiliate, as defined in Code §1504) maintains exclusively for the collective investment of money contributed by the bank (or its affiliate) in its capacity as Trustee and which conforms to the rules of the Comptroller of the Currency;

(d) To manage, sell, contract to sell, grant options to purchase, convey, exchange, transfer, abandon, improve, repair, insure, lease for any term even though commencing in the future or extending beyond the term of the Trust, and otherwise deal with all property, real or personal, in such manner, for such

considerations and on such terms and conditions as the Trustee decides;

(e) To credit and distribute the Trust as directed by the Plan Administrator of the Plan. The Trustee will not be obliged to inquire as to whether any payee or distributee is entitled to any payment or whether the distribution is proper or within the terms of the Plan, or as to the manner of making any payment or distribution. The Trustee will be accountable only to the Plan Administrator for any payment or distribution made by it in good faith on the order or direction of the Plan Administrator;

(f) To borrow money, to assume indebtedness, extend mortgages and encumber by mortgage or pledge;

(g) To compromise, contest, arbitrate or abandon claims and demands, in the Trustee's discretion;

(h) To have with respect to the Trust all of the rights of an individual owner, including the power to exercise any and all voting rights associated with Trust assets, to give proxies, to participate in any voting trusts, mergers, consolidations or liquidations, to tender shares and to exercise or sell stock subscriptions or conversion rights;

(i) To lease for oil, gas and other mineral purposes and to create mineral severances by grant or reservation; to pool or unitize interest in oil, gas and other minerals; and to enter into operating agreements and to execute division and transfer orders;

(j) To hold any securities or other property in the name of the Trustee or its nominee, with depositories or agent depositories or in another form as it may deem best, with or without disclosing the trust relationship;

(k) To perform any and all other acts in its judgment necessary or appropriate for the proper and advantageous management, investment and distribution of the Trust;

(l) To retain any funds or property subject to any dispute without liability for the payment of interest, and to decline to make payment or delivery of the funds or property until a court of competent jurisdiction makes a final adjudication;

(m) To file all tax returns required of the Trustee;

(n) To furnish to the Employer and the Plan Administrator an annual statement of account showing the condition of the Trust and all investments, receipts, disbursements and other transactions effected by the Trustee during the Plan Year covered by the statement and also stating the assets of the Trust held at the end of the Plan Year, which accounts will be conclusive on all persons, including the Employer and the Plan Administrator, except as to any act or transaction concerning which the Employer or the Plan Administrator files with the Trustee written exceptions or objections within 90 days after the receipt of the accounts; and

(o) To begin, maintain or defend any litigation necessary in connection with the administration of the Trust, except that the Trustee will not be obliged or required to do so unless indemnified to its satisfaction.

**(A) Nondiscretionary Trustee.** The Employer in the Adoption Agreement may elect to appoint a Nondiscretionary Trustee, subject to this Section 8.04(A). The Nondiscretionary Trustee does not have any discretion or authority with regard to the

## AUGUST 27, 2019 REGULAR MEETING

### Eligible 457 Plan

investment of the Trust, but must act solely as a directed Trustee hereunder. The Nondiscretionary Trustee is authorized and empowered to exercise and perform the above Section 8.04 powers, rights and duties provided that the Trustee shall act solely as a directed Trustee and only in accordance with the written direction of the Employer, the Plan Administrator or of a Participant as applicable. The Nondiscretionary Trustee is not liable for making, retaining or disposing of any investment or for taking or failing to take any other action, in accordance with proper Employer, Plan Administrator or Participant direction.

**8.05 RECORDS AND STATEMENTS.** The records of the Trustee pertaining to the Trust will be open to the inspection of the Plan Administrator and the Employer at all reasonable times and may be audited from time to time by any person or persons as the Employer or Plan Administrator may specify in writing. The Trustee will furnish the Plan Administrator whatever information relating to the Trust the Plan Administrator considers necessary.

**8.06 FEES AND EXPENSES FROM FUND.** The Trustee will receive reasonable annual compensation in accordance with its fee schedule as published from time to time. The Trustee will pay from the Trust all fees and expenses the Trustee reasonably incurs in its administration of the Trust, unless the Employer pays the fees and expenses.

**8.07 PROFESSIONAL AGENTS.** The Trustee may employ and pay from the Trust reasonable compensation to agents, attorneys, accountants and other persons to advise the Trustee as in its opinion may be necessary. The Trustee may delegate to any agent, attorney, accountant or other person selected by it any non-Trustee power or duty vested in it by the Trust, and the Trustee may act or refrain from acting on the advice or opinion of any agent, attorney, accountant or other person so selected.

**8.08 DISTRIBUTION OF CASH OR PROPERTY.** The Trustee may make distribution under the Plan in cash or property, or partly in each, at its fair market value as determined by the Trustee.

**8.09 RESIGNATION AND REMOVAL.** The Trustee or the Custodian may resign its position by giving written notice to the Employer and to the Plan Administrator. The Trustee's notice must specify the effective date of the Trustee's resignation, which date must be at least 30 days following the date of the Trustee's notice, unless the Employer consents in writing to shorter notice.

The Employer may remove a Trustee or a Custodian by giving written notice to the affected party. The Employer's notice must specify the effective date of removal which date must be at least 30 days following the date of the Employer's notice, except where the Employer reasonably determines a shorter notice period or immediate removal is necessary to protect Plan assets.

### 8.10 SUCCESSOR TRUSTEE.

**(A) Appointment.** In the event of the resignation or the removal of a Trustee, where no other Trustee continues to service, the Employer must appoint a successor Trustee if it intends to continue the Plan. If two or more persons hold the position of Trustee, in the event of the removal of one such person, during any period the selection of a replacement is pending, or during any period such person is unable to serve for any reason, the remaining person or persons will act as the Trustee. If the Employer fails to appoint a successor Trustee as of the effective date of the Trustee resignation or removal and no other Trustee remains, the Trustee will treat the Employer as

having appointed itself as Trustee and as having filed the Employer's acceptance of appointment as successor Trustee with the former Trustee.

**(B) Automatic Successor.** Any corporation which succeeds to the trust business of the Trustee, or results from any merger or consolidation to which the Trustee is a party, or is the transferee of substantially all the Trustee's assets, will be the successor to the Trustee under this Trust. The successor Trustee will possess all rights, duties and powers under this Trust as if the successor Trustee were the original Trustee. Neither the Trustee nor the successor Trustee need provide notice to any interested person of any transaction resulting in a successor Trustee. The successor Trustee need not file or execute any additional instrument or perform any additional act to become successor Trustee.

**8.11 VALUATION OF TRUST.** The Trustee will value the Trust as of each Accounting Date to determine the fair market value of the Trust assets. The Trustee will value the Trust on such other date(s) the Plan Administrator may direct.

**8.12 PARTICIPANT DIRECTION OF INVESTMENT.** Consistent with the Plan Administrator's policy adopted under Section 5.02(1), the Trustee may consent in writing to permit Participants in the Plan to direct the investment to the Trust assets. The Plan Administrator will advise the Trustee of the portion of the Trust credited to each Participant's Account under the Plan, and subject to such Participant direction. As a condition of Participant direction, the Trustee may impose such conditions, limitations and other provisions as the Trustee may deem appropriate and as are consistent with the Plan Administrator's policy. The Trustee will report to the Plan Administrator the net income, gain or losses incurred by each Participant-Directed Account separately from the net income, gain or losses incurred by the general Trust during the Trust Year.

**8.13 THIRD PARTY RELIANCE.** No person dealing with the Trustee will be obliged to see to the proper application of any money paid or property delivered to the Trustee, or to inquire whether the Trustee has acted pursuant to any of the terms of the Trust. Each person dealing with the Trustee may act upon any notice, request or representation in writing by the Trustee, or by the Trustee's duly authorized agent, and will not be liable to any person whomsoever in so doing. The certificate of the Trustee that it is acting in accordance with the Trust will be conclusive in favor of any person relying on the certificate.

**8.14 INVALIDITY OF ANY TRUST PROVISION.** If any clause or provision of this Article VIII proves to be or is adjudged to be invalid or void for any reason, such void or invalid clause or provision will not affect any of the other provisions of this Article VIII and the balance of the Trust provisions will remain operative.

**8.15 EXCLUSIVE BENEFIT.** The Trustee will hold all the assets of the Trust for the exclusive benefit of the Participants and their Beneficiaries and neither the Employer nor the Trustee will use or divert any part of the corpus or income of the Trust for purposes other than the exclusive benefit of the Participants and Beneficiaries of the Plan. The Employer will not have any right to the assets held by the Trustee and the Trust assets will not be subject to the claims of the Employer's creditors or, except as provided in Section 4.06, of the creditors of any Participant or Beneficiary. No Participant or Beneficiary shall have any right to sell, assign, transfer or otherwise convey his or her Account or any interest in his or her Deferred Compensation. Notwithstanding the foregoing, the Plan Administrator may pay from a Participant's or Beneficiary's Account the amount the Plan Administrator finds is lawfully

## AUGUST 27, 2019 REGULAR MEETING

### Eligible 457 Plan

demand under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary. The Trust created under the Employer's Plan is irrevocable and its assets will not inure to the benefit of the Employer.

8.16 SUBSTITUTION OF CUSTODIAL ACCOUNT OR ANNUITY CONTRACT. The Employer in the Adoption Agreement may elect to use one or more custodial accounts or annuity contracts in lieu of or in addition to the Trust established in this Article VIII. Any such custodial account or annuity contract must satisfy the requirements of Code §457(g)(3) and applicable Treasury regulations.

8.17 GROUP TRUST AUTHORITY. Notwithstanding any contrary provision in this Plan, the Trustee may, unless restricted in writing by the Plan Administrator, transfer assets of the Plan to a group trust that is operated or maintained exclusively for the commingling and collective investment of monies provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under Code §401(a), individual retirement accounts that are exempt under Code §408(e), and eligible governmental plans that meets the requirements of Code §457(b). For this purpose, a trust includes a custodial account that is treated as a trust under Code §401(f) or under Code §457(g)(3). For purposes of valuation, the value of the interest maintained by the Plan in such group trust shall be the fair market value of the portion of the group trust held for Plan, determined in accordance with generally recognized valuation procedures.



# AUGUST 27, 2019 REGULAR MEETING

## Eligible 457 Plan

### ARTICLE IX AMENDMENT, TERMINATION, TRANSFERS

9.01 AMENDMENT BY EMPLOYER/SPONSOR. The Employer has the right at any time and from time to time:

(a) To amend this Plan and Trust Agreement and the Adoption Agreement in any manner it deems necessary or advisable in order to continue the status of this Plan as an Eligible 457 Plan; and

(b) To amend this Plan and Trust Agreement and the Adoption Agreement in any other manner, including deletion, substitution or modification of any Plan, Trust or Adoption Agreement provision.

The Employer must make all amendments in writing. The Employer may amend the Plan by an Adoption Agreement election, by addenda, by separate amendment, or by restatement of the Adoption Agreement or Plan. Each amendment must state the date to which it is either retroactively or prospectively effective. The Employer also may not make any amendment that affects the rights, duties or responsibilities of the Trustee or the Plan Administrator without the written consent of the affected Trustee or the Plan Administrator.

9.02 TERMINATION/FREEZING OF PLAN. The Employer has the right, at any time, to terminate this Plan or to cease (freeze) further Deferral Contributions to the Plan. Upon termination or freezing of the Plan, the provisions of the Plan (other than provisions permitting continued Deferral Contributions) remain operative until distribution of all Accounts. Upon Plan termination, the Plan Administrator or Trustee shall distribute to Participants and Beneficiaries all Deferred Compensation as soon as is reasonably practicable following termination.

9.03 TRANSFERS. The Employer may enter into a Transfer agreement with another employer under which this Plan: (a) may accept a Transfer of a Participant's Account in the other employer's Eligible 457 Plan; or (b) may Transfer a Participant's (or Beneficiary's) Account in this Plan to the other employer's Eligible 457 Plan. The plan sponsors of the plans involved in the Transfer both must be States or both must be Tax-Exempt Organizations and the plans must provide for Transfers. The Participant or Beneficiary, after the Transfer will have Deferred Compensation in the recipient plan at least equal to his or her Deferred Compensation in the transferring plan immediately before the Transfer. Any Transfer also must comply with applicable Treasury regulations, and in particular Treas. Reg. §§1.457-10(b)(2) as to post-severance transfers between Governmental Eligible 457 Plans; 1.457-10(b)(3) as to transfers of all assets between Governmental Eligible 457 Plans; 1.457-10(b)(4) as to transfers between Governmental Eligible 457 Plans of the same Employer; and 1.457-10(b)(5) as to post-severance transfers between Tax-Exempt Organization Eligible 457 Plans. The Plan Administrator will credit any Transfer accepted under this Section 9.03 to the Participant's Account and will treat the transferred amount as a Deferral Contribution for all purposes of this Plan except the Plan Administrator, will not treat such Transfer as a Deferral Contribution subject to the limitations of Article III. In addition, in the case of a Transfer between Tax-Exempt Organization Eligible Plans, the recipient plans shall apply a Participant's distribution elections made under the transferor plan in accordance with Treas. Reg. §1.457-10(b)(6)(ii). The Plan's Transfer of any Participant's or Beneficiary's Account under this Section 9.03 completely discharges the Employer, the Plan Administrator, the Trustee and the Plan from any liability to the Participant or Beneficiary for any Plan benefits.

#### 9.04 PURCHASE OF PERMISSIVE SERVICE CREDIT.

A Participant in a Governmental Eligible 457 Plan, prior to otherwise incurring a distributable event under Article IV, may direct the Trustee to transfer all or a portion of his or her Account to a governmental defined benefit plan (under Code §414(d)) for: (a) the purchase of permissive service credit (under Code §415(n)(3)(A)) under such plan, or (b) the repayment of contributions and earnings previously refunded with respect to a forfeiture of service credited under the plan (or under another governmental plan within the same State) to which Code §415 does not apply by reason of Code §415(k)(3).

## AUGUST 27, 2019 REGULAR MEETING



**Nationwide®**

### Nationwide Retirement Solutions Governmental 457(b) Plan Loan Procedures

Page 1 of 6

Plan Name: **County of Ingham 457(b) Deferred Compensation Plan**

Nationwide Retirement Solutions, Inc. ("NRS") agrees as the Administrative Service Provider to administer loans in accordance with the terms of these Plan Loan Procedures and the attached **"Plan Election Worksheet"** (see Addendum A) as approved by the Plan Sponsor of the Plan. The Plan Sponsor directs the Plan Administrator of the Plan to administer loans in accordance with this document. The Plan Sponsor or the Plan Administrator may amend these Plan Loan Procedures within any constraints placed by NRS. Any such amendments shall bind the Plan Sponsor and the Plan Administrator. The Plan Sponsor is encouraged to consult with legal advisors in determining whether the procedures identified herein are appropriate for the Plan.

The Plan Sponsor and Plan Administrator (collectively the "Client") acknowledge that NRS may need to make changes from time-to-time to the administrative procedures set forth herein and may request amendments to the Plan documents to maintain the Plan's Loan Program. In such a case, NRS will provide the Client with timely notice of such changes as they become necessary.

The following Plan Loan Procedures shall govern Participant loans offered in the Plan Sponsor's 457(b) Plan ("Plan"):

1. **Loan Administration** - Client delegates to NRS certain administrative duties regarding the administration of loans from the Plan, which are set forth herein and which may be modified by NRS upon timely notice to and acceptance by the Plan Sponsor.
2. **Loan Eligibility** - Any Plan Participant, who falls into one of the employee statuses that the Client has elected, is eligible for a loan from the Plan. Each Participant is entitled to one outstanding loan from the Plan at any time. In addition, a Participant who has defaulted on a previous loan shall not be eligible for another loan from the Plan until all defaulted loans are repaid in full, including accrued interest.
3. **Loan Initiation and Loan Application** - In order to receive a loan from the Plan, an eligible Participant must complete all required documents provided in the Loan Application and return them to NRS. Before a loan is issued, the Participant must enter into a legally enforceable Loan Agreement as provided by NRS in the Loan Application, on behalf of the Plan. A loan initiation fee will be deducted from the Participant's account(s) after the loan has been funded by the Participant's account(s).
4. **Loan Security** - By accepting a loan, the Participant is giving the Plan a security interest in his or her vested Plan balance equal to the total loan amount, but not to exceed 50% of the Participant's vested Plan balance.
5. **Loan Money Source** - A loan shall be modeled taking into account the Participant's entire Plan account balance. Loans shall be funded only from a Participant's available Plan account pre-tax money sources. To the extent that a Participant has a self-directed brokerage account, no funding from such self-directed brokerage account shall be permitted.
6. **Minimum and Maximum Loan Term** - The minimum and maximum loan term over which a loan may be repaid is the term elected by the Client. Except as otherwise provided herein, the maximum loan term shall not exceed 5 years.
7. **Minimum/Maximum Loan Amount** - The minimum loan amount permitted shall be the amount elected by the Client. The maximum amount of any loan permitted under the Plan shall comply with Section 72(p) of the Internal Revenue Code and (when added to the outstanding balance of all other loans from all plans sponsored by the same employer) is the lesser of (i) \$50,000, reduced by the excess (if any) of (A) the highest outstanding balance of loans from all plans sponsored by the same employer, during the one-year period ending on the day before the date on which the loan was made over (B) the outstanding balance of loans from all plans sponsored by the same employer, on the date on which the loan is made, or (ii) one half of the present value of the Participant's vested account balance.

## AUGUST 27, 2019 REGULAR MEETING

### Nationwide Retirement Solutions Governmental 457(b) Plan Loan Procedures

Page 2 of 6

Plan Name: **County of Ingham 457(b) Deferred Compensation Plan**

**8. Loan Amortization** - Each loan shall be amortized with interest accruing immediately, with repayments beginning approximately 30 days from the date the loan is processed, in substantially equal repayments consisting of principal and interest during the term of the loan. Repayments of principal and interest shall be made in a manner and pursuant to the terms set forth in the Loan Agreement. The amount of the final payment may be higher or lower depending upon the Participant's repayment history.

**9. Loan Repayment** - Repayment of any loan made to a Participant shall be made in a manner and pursuant to the terms set forth in the Loan Agreement. Loans must be repaid according to the repayment method elected by the Client. The Participant receiving a loan shall be required to furnish the information and authorization necessary to effectuate the foregoing repayments prior to the commencement of a loan. In the event that a Participant elects to receive a distribution from the Plan that is less than 100% of his outstanding account balance at a time when such person has a loan outstanding, the Participant shall continue to make repayments on the loan.

**10. Loan Prepayment** - The entire amount of a loan, including outstanding principal and any accrued interest, may be paid without penalty prior to the end of the term of the loan in the manner prescribed by NRS.

**11. Loan Overpayment** - In the event that NRS receives a loan overpayment, any amount over the repayment amount due will be applied or refunded according to the administrative policies of NRS.

**12. Cure Period** - If a Participant fails to make a loan repayment when due, the missed repayment must be made within the cure period elected by the Client.

**13. Default** - If any repayment is not received by NRS by the end of the cure period, the entire amount of the loan will be defaulted and treated as a deemed distribution, effective as of the end of the cure period elected by the Client. A deemed distribution is treated as a distribution from the Plan for federal (and possibly state or local) income tax purposes; therefore amounts treated as a deemed distribution will be subject to federal, state and/or local income taxes, and certain excise taxes and penalties may apply. NRS will issue a Form 1099-R to the Participant reflecting the deemed distribution. Any payment made on a defaulted loan will be applied to the outstanding balance of the loan including accrued interest. Such repayment(s), following the date of default, will be treated as after tax amounts and the Participant will receive tax basis in his or her Plan account for such amounts.

The entire loan, including any accrued interest, will also be due and payable immediately in the event of the death of the Participant. The outstanding balance of the loan will be treated as a deemed distribution following the date of notification of such death provided such notification is in good order as determined by NRS.

**14. Loans Offered from Other Administrative Service Providers** - In the event the employer offers the Plan through multiple service providers, the Client and/or Participant and not NRS shall at all times remain responsible for ensuring that any loan received under the Plan is in accordance with the limits in Section 7. NRS shall apply the maximum loan amount limit and any other limits imposed under the Internal Revenue Code without regard to any other loans received by the Participant from any other administrative service provider(s) under this Plan or any other plan maintained by the Plan Sponsor.



## AUGUST 27, 2019 REGULAR MEETING

### Nationwide Retirement Solutions Governmental 457(b) Plan Loan Procedures

Page 3 of 6

Plan Name: **County of Ingham 457(b) Deferred Compensation Plan**

#### 15. Suspension of Loan Repayments.

a. **Military Leave of Absence** - A Participant's obligation to repay any loan under the Plan may be suspended as may be required by law, during the period in which the Participant is performing service in the United States military. The Participant must resume repayment of the loan upon his or her completion of military service and the outstanding loan balance, including any accrued interest and fees, must be repaid and may be re-amortized over a period that does not exceed the latest permissible term for a loan under the regulations plus the period of the military service. While the Participant is on active duty in the United States military, the interest rate on the loan shall not exceed 6%, compounded annually unless the Participant elects in writing during or after his or her military leave of absence to have the loan's higher existing interest rate, if applicable, apply to the loan. The Plan Sponsor assumes responsibility to notify NRS when a Participant begins and returns from a military leave of absence.

b. **Non-Military Leave of Absence** - In addition, a Participant's obligation to repay any loan under the Plan may be suspended during the period (not to exceed one year) while the Participant is on an approved non-military leave of absence and the Participant provides requested documentation regarding the non-military leave of absence from his or her employer. The Participant must resume repayment of the loan upon the earlier of his or her return from non-military leave of absence, or one year of suspension. At such point the outstanding loan balance, including any accrued interest and fees, must be repaid or may be re-amortized over a period that does not exceed the latest permissible term for a loan under the regulations. The Plan Sponsor assumes responsibility to notify NRS when a Participant begins and returns from a non military leave of absence.

16. **Loan Interest Rate** - The interest rates for a loan shall be commensurate with interest rates being charged by entities in the business of lending money under similar circumstances. The loan interest rate will be the Prime Rate plus an additional amount expressed as a percentage elected by the Client, plus any other administrative and/or asset fees, as applicable. The Prime Rate shall be the prime rate published by the Wall Street Journal two weeks prior to the end of the most current calendar-year quarter and the new rate will be effective on the first day of the new calendar quarter. The loan interest rate may be adjusted for Participants performing service in the United States military as may be required by law (See Provision 15a.)

17. **Fees** - Fees described in these loan procedures will appear as administrative charges on Participant statements. These fees are subject to change by NRS upon reasonable notice to the Plan Sponsor.

a. **Loan Initiation Fee** - A loan initiation fee of \$50 will be deducted from the Participant's account at the time the loan is funded.

b. **Annual Loan Maintenance Fee** - An annual loan maintenance fee of \$50 will be deducted from the Participant's account on the anniversary date of the original loan initiation, until the loan is repaid in full or the loan has defaulted. In the event that the loan defaults, the annual loan maintenance fee will no longer be assessed and the annual loan default fee described below (See Provision 17f) will be applied.

c. **Asset Fees** - The amount of the outstanding loan balance will be subject to the maximum asset fee, administrative charge or such other fees NRS is entitled to receive under its separate agreement with the Plan Sponsor.

d. **Insufficient Funds Fee** - If NRS is unable to process an ACH debit repayment or personal check on the date due, through no fault of NRS, a fee of \$25 will be deducted from the Participant's account.

e. **Loan Default Fee** - At the time a loan is treated as a deemed distribution, a \$50 fee will be deducted from the Participant's account.

f. **Annual Loan Default Fee** - An annual loan default fee of \$50 will be deducted from the Participant's account on the anniversary date of the original loan default until the loan is repaid in full or offset.

## AUGUST 27, 2019 REGULAR MEETING

### Nationwide Retirement Solutions Governmental 457(b) Plan Loan Procedures

Page 4 of 6

Plan Name: **County of Ingham 457(b) Deferred Compensation Plan**

**18. Loans for the Purchase of a Principal Residence** - All loans issued by the Plan will be general purpose loans to be repaid in no more than five years unless the Client elects to offer loans for the purchase of the Participant's principal residence. If the Client elects to allow loans for the purchase of a principal residence, all of the provisions of this document will apply unless otherwise specified.

**19. Loan Correction** - In the event a loan correction becomes necessary, at the Plan Sponsor's direction, NRS may undertake methods prescribed by the IRS or through any IRS correction program.

**20. Adoption of Plan Loan Procedures** - The undersigned Plan Sponsor or Plan Administrator, as applicable, hereby adopt these Plan Loan Procedures effective for loans issued on or after the Effective Date set forth below, and instructs NRS to administer loans made to Plan Participants in accordance with these terms and the Client elections made on the attached "Plan Election Worksheet" (See Addendum A). Prior to implementing a loan program, the Plan Sponsor acknowledges or acknowledged the following: (i) that the Plan Sponsor has decided to offer loans under the Plan and the Plan Administrator is instructing NRS to administer loans under the Plan; (ii) that the Plan Sponsor understands that, as a result of offering loans under the Plan, the Plan Participants could be subject to adverse tax consequences upon default of the loan; (iii) that the Plan Sponsor has independently weighed these risks, and despite the risks has determined that offering loans under the Plan is in the best interest of Plan Participants; (iv) that any previous loan procedures or loan reference documents other than the Plan Document itself, are hereby superseded by these Plan Loan Procedures; and (v) NRS shall not be liable for any adverse tax consequences described in (ii), except as specifically stated under paragraph 14 herein, resulting from the Plan Sponsor's decision to offer loans under the Plan.

Plan Sponsor Name ("Sponsor"):	<b>County of Ingham</b>		
Street Address:	<b>5303 South Cedar St Suite 2102</b>		
City, State, Zip Code:	<b>Lansing</b>	<b>MI</b>	<b>48911</b>
Signer's Email Address:			
Plan Name ("Plan"):	<b>County of Ingham 457(b) Deferred Compensation Plan</b>		
Plan Number:	<b>0037473001</b>		
Plan Sponsor or Plan Administrator Signature:			
Title:			
Date of Adoption*:	* Unless otherwise indicated below, the Date of Adoption shall be the Effective Date.		
Effective Date:			

An executed copy of these Procedures (including the attached Addendum A - Plan Election Worksheet) should be returned to Nationwide Retirement Solutions.

## AUGUST 27, 2019 REGULAR MEETING



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### Nationwide Retirement Solutions Governmental 457(b) Plan Loan Procedures

Page 5 of 6

#### Addendum A - Plan Election Worksheet

The following provisions identify Plan elections which are incorporated and made a part of the attached "Plan Loan Procedures." In the event that an election is not made within any section, Nationwide Retirement Solutions ("NRS") will administer the loan program according to current NRS policies as listed under each provision below. The current NRS policies may be changed by NRS at any time. Unless otherwise specified, only one election is allowed per provision.

The elections contained herein apply solely to the Plan. Any provisions, including limitations, do not extend to any other plans offered by the Sponsor.

#### 1. Loan Eligibility:

Plan elects to allow the following Participants the ability to initiate a loan under the Plan.

The Plan Sponsor is solely responsible for informing NRS of any future changes in the Participant's employment status (check all that apply).

- ☒ Employed
- ☒ Approved Non-military Leave of Absence (only available for ACH)
- ☒ Military Leave of Absence (only available for ACH)
- ☐ Disabled (only available for ACH)
- ☐ Retired (only available for ACH)
- ☐ Terminated (only available for ACH)

**Current NRS Policy:** All listed Participant employment statuses are eligible to initiate a loan if ACH is the elected repayment method (See Provision 4). If the repayment method elected is Payroll Deduction (See Provision 4), the only eligible Participant employment status is Employed.

#### 2. General Purpose Loan Terms:

##### 2(a). Minimum Loan Term

Plan elects the following minimum loan term:

- ☐ One year
- ☒ Other - Specify minimum loan term: 6 Months (not to be less than six months)

**Current NRS Policy:** The minimum loan term is one year.

##### 2(b). Maximum Loan Term

Plan elects the following maximum loan term:

- ☒ Five years
- ☐ Other - Specify maximum loan term: \_\_\_\_\_ (not to exceed a term of five years)

**Current NRS Policy:** The maximum loan term is five years.

#### 3. Minimum Loan Amount:

Plan elects to have a minimum loan amount of:

- ☒ \$1,000
- ☐ Other - Specify minimum loan amount: \$\_\_\_\_\_ (not to be less than \$500)

**Current NRS Policy:** The minimum loan amount is \$1,000.

#### 4. Repayment Method:

Plan elects to provide Participants with one of the following loan repayment methods:

- ☒ Monthly Automated Clearing House ("ACH")
- ☐ Payroll Deduction (Plan Sponsor will be required to provide a payroll calendar.  
(This repayment method is limited to Employed status - see Provision 1)

**Current NRS Policy:** Monthly ACH is the repayment method.



## AUGUST 27, 2019 REGULAR MEETING

### Nationwide Retirement Solutions Governmental 457(b) Plan Loan Procedures

Page 6 of 6

#### Addendum A - Plan Election Worksheet

##### 5. Cure Period:

If a Participant misses a scheduled loan repayment, the missed repayment must be received by the end of the specified cure period. Plan elects to apply a cure period with the following length:

☒ 31 Days

☐ 60 Days

☐ 90 Days

☐ The quarter following the quarter in which the scheduled repayment was missed

**Current NRS Policy:** The cure period is 31 days when ACH is the elected repayment method (See Provision 4). The cure period is 60 days when the repayment method elected is Payroll Deduction (See Provision 4).

##### 6. Loan Interest Rate:

Plan elects the following interest rate for Participant loans:

☐ Prime Rate plus 1% plus applicable fees

☒ Prime Rate plus 2% plus applicable fees

☐ Prime Rate plus \_\_\_\_\_% (not to be lower than 0%) plus applicable fees

**Current NRS Policy:** Prime Rate plus 2% plus applicable fees.

##### 7. Loans for the Purchase of a Principal Residence:

7(a). Plan elects to permit loans for the purchase of the Participant's principal residence:

☒ Yes

☐ No

In the event Plan elects to allow Principal Residence loans, only one Principal Residence loan outstanding at a time is permitted. The Principal Residence loan is included in the maximum number of outstanding loans (See Provision 2 of the Plan Loan Procedures). Additionally, the Participant will be required to sign a Principal Residence Certificate and provide NRS with sufficient additional documents to support the purchase of a principal residence. Internet initiation is not available for Principal Residence loans.

**Current NRS Policy:** Principal Residence loans are not allowed.

7(b). Minimum Loan Term: Plan elects to have a minimum loan term for Principal Residence loans of:

☐ Five years

☒ Other - Specify minimum loan term: 1 Year (not to be less than one year)

**Current NRS Policy:** Principal Residence loans have a minimum term of five years.

7(c). Maximum Loan Term: Plan elects to have a maximum loan term for Principal Residence loans of:

☒ 15 Years

☐ Other - Specify maximum loan term: \_\_\_\_\_ (not to exceed a term of 30 years)

**Current NRS Policy:** Principal Residence loans have a maximum term of 15 years.

##### 8. Internet Utilization:

Plan elects to allow Participants to use the internet for:

☐ Only the modeling of loans

☐ Both modeling and initiation of loans

☒ Plan declines the use of the internet for either the modeling or initiation of loans

**Current NRS Policy:** Participants can use the internet for modeling and initiation of loans.

Loan initiation on the internet is limited to General Purpose loans. Principal Residence loans will not be initiated electronically. Additional limitations exist for particular repayment methods and employment statuses.

**AUGUST 27, 2019 REGULAR MEETING**

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 30**

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE THE RENEWAL OF THE INFORMACAST  
SUPPORT SUBSCRIPTION**

**RESOLUTION # 19 – 340**

WHEREAS, Informacast is an internal emergency notification platform used to notify staff of situations in their locations; and

WHEREAS, support for this system needs to be renewed in order to allow updates and efficient use of the product; and

WHEREAS, the renewal is quoted under the State of Michigan MiDEAL contract; and

WHEREAS, the contract amount is available in the 2019 budget.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize the renewal of the Informacast support subscription from CDWG in the amount not to exceed \$38,430.00 for 5 years.

BE IT FURTHER RESOLVED, that the total cost will be paid from the Innovation and Technology's Contract Maintenance Fund (636-25810-932030).

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

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

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

**Nays:** None **Absent:** Koenig **Approved 08/20/2019**

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

**Nays:** None **Absent:** None **Approved 08/21/2019**

Adopted as part of a consent agenda.



**AUGUST 27, 2019 REGULAR MEETING**

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 31**

Introduced by County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE RENEWAL OF PACC/PAAM LICENSING AND SUPPORT**

**RESOLUTION # 19 – 341**

WHEREAS, Ingham County Prosecutor's Office relies on our PAAC/PAMM system; and

WHEREAS, the software has been in use for many years; and

WHEREAS, the renewal for licensing and support will be \$22,891.00.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize the renewal of licensing and support from PACC/PAAM in an amount not to exceed \$22,891.00.

BE IT FURTHER RESOLVED, that the total cost will be paid out of the Innovation and Technology's LOFT Fund #63625820-932050.

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

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

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

**Nays:** None **Absent:** Koenig **Approved 08/20/2019**

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

**Nays:** None **Absent:** None **Approved 08/21/2019**

Adopted as part of a consent agenda.

**AUGUST 27, 2019 REGULAR MEETING**

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 32**

Introduced by the County Services and Finance Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE THE MID-MICHIGAN HEALTH INSURANCE CONSORTIUM  
MUNICIPAL COOPERATION AGREEMENT**

**RESOLUTION # 19 – 342**

WHEREAS, participation in a Multiple Employer Welfare Arrangement (MEWA) health plan pool will leverage the purchasing power of combined public agency membership and cost containment strategies to provide a low cost, high value health plan for member employees; and

WHEREAS, the Board of Commissioners approved Resolution #18-411 on October 9, 2018 to authorize participation in a regional Multiple Employer Welfare Arrangement (MEWA) to be administered by Michigan Association of Counties (MAC); and

WHEREAS, MAC subsequently determined that their organization would not administer the plan as originally proposed; and

WHEREAS, officials from Ingham County, the City of Lansing and the Community Mental Health Authority of Clinton, Eaton and Ingham met over several months to draft a mutually acceptable Municipal Cooperation Agreement under the Intergovernmental Contracts Between Municipal Corporations Act of 1951; and

WHEREAS, the Municipal Cooperation Agreement will formalize rules of participation in the MEWA, provide a uniform structure to accomplish staff-level tasks, preserve labor participation in decision-making, and assure that each participant is responsible for payment of premiums and fees as invoiced directly by insurance carrier(s); and

WHEREAS, participation with consortium partners has already resulted in significant savings to Ingham County through the self-funded prescription drug program and other economies of scale.

THEREFORE BE IT RESOLVED, that the Board of Commissioners hereby approves the attached Mid-Michigan Health Insurance Consortium Municipal Cooperation Agreement.

BE IT FURTHER RESOLVED, that Resolution #18-411 to authorize participation in a regional MEWA to be administered by MAC is hereby rescinded.

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

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

**AUGUST 27, 2019 REGULAR MEETING**

**COUNTY SERVICES: Yeas:** Celentino, Stivers, Grebner, Sebolt, Maiville, Naeyaert  
**Nays:** None **Absent:** Koenig **Approved 08/20/2019**

**FINANCE: Yeas:** Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville  
**Nays:** None **Absent:** None **Approved 08/21/2019**

Adopted as part of a consent agenda.

**MID MICHIGAN HEALTH INSURANCE CONSORTIUM  
MUNICIPAL COOPERATION AGREEMENT**

**MID MICHIGAN HEALTH INSURANCE CONSORTIUM  
MUNICIPAL COOPERATION AGREEMENT  
TABLE OF CONTENTS**

A.	Participants .....	1
B.	Participant Liability .....	2
C.	Board of Directors..... <i>Includes defined voting Directors, Labor representation, participation requirements and substitutions for Board meetings, quorums and special meetings.</i>	3
D.	Weighted Voting .....	4
E.	Actions by the Board..... <i>Includes approving benefits, premiums, contracting with third parties, designation of attorney in fact, fill officer vacancies, set Board meeting rhythm, contracting with plan consultant, establish administrative guidelines and ensure compliance with State and Federal laws.</i>	5
F.	Officers .....	6
G.	Chairperson; Vice-Chairperson; Secretary .....	6
H.	Insurance Carrier .....	7
I.	Underwriting Rules .....	7
J.	Joint Committee on Structure and Design .....	7
	<i>Combined Labor Representation and Participant Management Members to review and provide recommendations to the Board.</i>	
K.	Utilization Reduction Strategies .....	7
	<i>Includes use of cost containment tools of telemedicine and pricing transparency.</i>	
L.	Additional Benefits .....	7
	<i>Includes use of Health Reimbursement Arrangements and Prescription Carve Out benefits by individual participants to maintain union negotiated benefits.</i>	
M.	Withdrawal of Participant .....	8
N.	Dissolution, Renewal and Expulsion .....	8
O.	Representations and Warranties of Participants .....	9
P.	Records .....	10
Q.	Change to Agreement .....	10
R.	Confidentiality .....	10
S.	Miscellaneous Provisions.....	10
T.	Approval, Ratification and Execution.....	11
	Addendum A: Example of Weighted Voting Formula .....	13
	Addendum B: Illustration of At-Large Labor Member Calculation.....	14

Addendum C: Carrier Underwriting Guidelines.....	15
<i>Includes carrier guidelines for participation, rating methodology for new participants and renewing participants.</i>	

## MID MICHIGAN HEALTH INSURANCE CONSORTIUM MUNICIPAL COOPERATION AGREEMENT

THIS AGREEMENT (the “Agreement”) made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2019 (the “Effective Date”), by and among each of the signatory municipal corporations hereto (collectively, the “Participants”).

WHEREAS, Section 2 of the Intergovernmental Contracts Between Municipal Corporations Act of 1951 (the “Intergovernmental Contracts Act”) provides that any municipal corporation shall have power to join with any other municipal corporation, or with any number or combination thereof by contract, or otherwise as may be permitted by law, for the ownership, operation, or performance, jointly, or by any one or more on behalf of all, of any property, facility or service which each would have the power to own, operate or perform separately (MCL 124.2); and

WHEREAS, Section 1 of the Intergovernmental Contracts Act defines the term “municipal corporation” to include a county, township, charter township, city, village, metropolitan district, court district, public authority, drainage district, public transportation corporation, or any other local governmental authority or local agency with power to enter into contractual undertakings (MCL 124.1); and

WHEREAS, Section 5 of the Public Employees Health Benefits Act (the “PEHBA”) authorizes public employers to procure medical, optical or dental benefits to public employees and their dependents by procuring coverage from one or more insurance carriers together with other public employers on a pooled basis (MCL 124.75); and

WHEREAS Section 3 of the PEHBA defines the term “public employer” to include a city, village, township, county, or other political subdivision; any intergovernmental, metropolitan, or local department, agency, or authority, or other local political subdivision; a school district, a public school academy, or an intermediate school district; any community college or junior college; or a public university that elects to be subject to the provisions of the PEHBA (MCL 125.73); and

WHEREAS, The Participants have determined to their individual satisfaction that furnishing medical benefits for their eligible employees (as defined by the Internal Revenue Code of 1986, as amended, and the Internal Revenue Service rules and regulations) and their eligible dependents (collectively, the “Enrollees”) (such definition does not include independent contractors and/or consultants) under a single combined medical plan sponsored by a municipal cooperative is in their best interests as it is more cost- effective and efficient. Eligibility requirements shall be determined by each Participant’s collective bargaining agreements and/or their personnel policies and procedures.

NOW, THEREFORE, the parties agree as follows:

### A. Participants

1. The Participants hereby designate themselves under this Agreement as the Mid-Michigan Health Insurance Consortium (the “Consortium”) for the purpose of providing medical benefits to those

## **AUGUST 27, 2019 REGULAR MEETING**

Enrollees that each Participant individually elects to include in the Mid-Michigan Health Insurance Consortium Medical Plan(s) (the “Plan(s)”). Benefits under the Plan(s) shall be funded on a fully-insured basis through insurance policy(ies) issued by one or more insurance carriers selected by the Consortium.

2. The following Participants shall comprise the current membership of the Consortium (a) Ingham County; (b) City of Lansing; (c) Community Mental Health Authority of Clinton-Eaton-Ingham. Membership in the Consortium may be offered to any municipal corporation within the geographical boundaries of the Counties of Clinton, Eaton and Ingham, provided however that, in the sole discretion of the Board (as defined below). Notwithstanding anything to contrary set forth in this Agreement, admission of new Participants shall not require amendment of this Section A(2). Membership shall be subject to the terms and conditions set forth in this Agreement, any amendments hereto and applicable law.
3. Participation in the Plan(s) by some, but not all, collective bargaining units or employee groups of a Participant is not encouraged and shall not be permitted absent prior Board approval. Further, after obtaining approval, any Participant which negotiates an alternative health insurance plan offering other than the plan offerings of the Consortium with a collective bargaining unit or employee group may be subject to a risk charge as determined by the Board.
4. Initial membership of additional participants shall become effective as soon as practical but preferably on the first day of the Plan Year following the adoption by the Board of the resolution to accept a municipal corporation as a Participant. Such municipal corporation must agree to continue as a Participant for a minimum of three (3) years upon entry.
5. Participants not meeting minimum employee size requirements for insurance carrier or administrative vendor plans or programs can be sponsored by an existing participant group as part of risk sharing.
6. The Board, by a two-thirds (2/3) vote of the entire Board, may elect to permit additional municipal corporations located within the industry boundaries set forth in Paragraph A(2) to become Participants. Such municipal corporations must agree to continue as a Participant for a minimum of three (3) years upon entry.
7. A municipal corporation that was previously a Participant, but is no longer a Participant, and which is otherwise eligible for membership in the Consortium, may apply for re- entry after a minimum of three (3) years has passed since it was last a Participant. Such re-entry shall be subject to the approval of two-thirds (2/3) of the entire Board. This re-entry waiting period may be waived by the approval of two-thirds (2/3) of the entire Board. In order to re-enter the Consortium, a municipal corporation employer must have satisfied in full all of its outstanding financial obligations to the Consortium. A municipal corporation must agree to continue as a Participant for a minimum of three (3) years upon re-entry.

### **B. Participant Liability.**

1. Each Participant is liable for payment of premiums and fees on behalf of its respective Enrollees as invoiced directly by insurance carrier(s) for the Plan(s) in accordance with the carrier’s billing

## **AUGUST 27, 2019 REGULAR MEETING**

and payment procedures. Participants agree to utilize a benefits administration platform selected by the Consortium or another data exchange process approved by the Consortium for member enrollment additions, changes and terminations with insurance carriers and/or service providers.

2. New Participants who enter the Consortium may, at the discretion of the Board of Directors, be assessed a fee for additional financial costs above and beyond the premium contributions to the Plan(s). Any such additional financial obligations and any related terms and conditions associated with membership in the Consortium shall be determined by the Board, and shall be disclosed to the new Participant prior to its admission.

### **C. Board of Directors.**

1. The governing board of the Consortium, responsible for management, control and administration of the Consortium and the Plan(s), shall be referred to as the “Board of Directors” (the “Board”). The voting members of the Board shall be composed of the Chief Administrative Official of each Participant, or his/her designee, the Chair of the Joint Committee on Plan Structure and Design and the At-Large Labor Representative(s) (as set forth in Section C(12)), who shall have the authority to vote on any official action taken by the Board (each a “Director”). Each Director, except the representatives of the Joint Committee on Plan Structure and Design, shall be designated in writing by the governing body of the Participant.
2. If a Director designated by a Participant cannot fulfill his/her obligations, for any reason, as set forth herein, and the Participant desires to designate a new Director, it must notify the Consortium’s Chairperson in writing of its selection of a new designee to represent the Participant as a Director.
3. Directors shall receive no remuneration from the Consortium for their service and shall serve a term from July 1 through June 30 (the “Plan Year”).
4. No Director may represent more than one Participant.
5. No Director, or any member of a Director’s immediate family shall be an owner, officer, director, partner, or employee of any insurance carrier or service provider retained by the Consortium.
6. Except as otherwise provided in Section D of the Agreement, each Director shall be entitled to one vote. A majority of the entire Board, not simply those present, is required for the Board to take any official action, unless otherwise specified in this Agreement. The “entire Board,” as used herein and elsewhere in this Agreement, shall mean the total number of Directors when there are no vacancies.
7. While physical presence is strongly encouraged, Directors who cannot be physically present at any meeting may attend remotely utilizing appropriate technology that allows for real time audio and visual participation and voting in the meeting upon confirmation that communication is with all participants as it progresses so long as a quorum is physically present.

## AUGUST 27, 2019 REGULAR MEETING

8. A majority of the Directors of the Board shall constitute a quorum. A quorum is a simple majority (more than half) of the entire Board. A quorum is required for the Board to conduct any business. This quorum requirement is independent of the voting requirements set forth in Section C(6). The Board shall meet on a regular basis, but not less than on a quarterly

basis at a time and place determined by a vote of the Board. The Board shall hold an annual meeting (the “Annual Meeting”) during October each year. Meetings of the Board shall comply with the Open Meetings Act, MCL 15.261 *et seq.*

9. Special meetings of the Board may be called at any time by the Chairperson or by any two (2) Directors. Whenever practicable, the person or persons calling such special meeting shall give at least three (3) days-notice to all of the other Directors. Such notice shall set forth the time and place of the special meeting as well as a detailed agenda of the matters proposed to be acted upon. In the event three (3) days-notice cannot be given, each Director shall be given such notice as is practicable under the circumstances.
10. The Chair of the Joint Committee on Plan Structure and Design and any At-Large Labor Members (as defined in Section J) (collectively the “Labor Representatives”) shall serve as Directors and shall have the same rights and obligations as all other Directors. The Joint Committee on Plan Structure and Design may designate in writing alternate Directors to attend the Board’s meetings when the Labor Representatives cannot attend. The alternate Director may, if designated in writing, be authorized to exercise the Labor Representatives’ voting authority.

### D. Weighted Voting.

1. Except as otherwise provided in this Agreement, any two or more Directors, acting jointly, may require a weighted vote on any matter that may come before the Board. In such event, the voting procedure set forth in this Section D shall apply in lieu of any other voting procedures set forth in this Agreement. Such weighted voting procedures shall apply solely with respect to the matter then before the Board.
2. For purposes of this Section D, each Director shall receive votes as follows:
  - a. Each Director representing a Participant with five hundred (500) or fewer Enrollees on the date the vote occurs shall be entitled to one (1) vote.
  - b. Each Director representing a Participant with more than five hundred (500) Enrollees on the date the vote occurs shall be entitled to a number of votes equaling the total number of votes assigned under subsection 2(a) above divided evenly by the number of Participants eligible under this subsection 2(b) and rounded down to the nearest whole number.
  - c. The Labor Representatives shall be entitled to one (1) vote each.
3. Attached as Addendum “A” to this Agreement is an example of the application of the voting formula contained in subparagraph “2” of this Section.



## **AUGUST 27, 2019 REGULAR MEETING**

4. Notwithstanding anything to the contrary contained in this Agreement, any action taken pursuant to this Section D shall require the approval of two-thirds (2/3) of the total number of votes, if all votes had been cast.

### **E. Actions by the Board**

1. Subject to the voting and quorum requirements set forth in this Agreement, the Board is required to take action on the following matters:
  - a. To approve the annual premium rates to be paid by each Participant for each Enrollee classification in the Plan.
  - b. To select and approve the benefits provided by the Plan(s), including the plan document(s), insurance certificate(s), and/or summary plan description(s).
  - c. To contract with third parties, if appropriate, which may include one or more Participants, for the furnishing of all goods and services reasonably needed in the efficient operation and administration of the Consortium, including, without limitation, accounting services, legal counsel, contract administration services, consulting services, purchase of insurances and actuarial services. Provided, however:
    1. The charges, fees and other compensation for any contracted services shall be clearly stated in written service contracts;
    2. Payment for contracted services shall be made only after such services are rendered; and
    3. No Director or any member of such Director's immediate family shall be an owner, officer, director, partner or employee of any contract administrator retained by the Consortium.
  - d. To designate one Participant member to retain custody of all reports, statements, and other documents of the Consortium.
  - e. To designate an attorney-in-fact to receive summons or other legal process in any action, suit or proceeding arising out of any contract, agreement or transaction involving the Consortium.
2. Subject to the voting and quorum requirements set forth in this Agreement, the Board is authorized to take action on the following matters:
  - a. To fill any vacancy in any of the officers of the Consortium.
  - b. To fix the frequency, time and place of regular Board meetings.

## **AUGUST 27, 2019 REGULAR MEETING**

- c. To have a plan consultant (the “Plan Consultant”) contract in place for the upcoming Plan Year, prior to July 1. The Plan Consultant will attend all Board meetings and may designate in writing alternate representatives to attend the Board’s meeting when the Plan Consultant cannot attend.

Participants may contract with additional plan consultants independently from the Consortium. All fees and commissions associated with independent plan consultants are the sole responsibility of the contracted Participant.

- d. To review, consider and act on any recommendations made by the Plan Consultant.
- e. To establish administrative guidelines for the efficient operation of the Plan.
- f. To determine and notify each Participant prior to April 15 of each Plan Year of the monthly premium equivalent for each enrollee classification during the next Plan Year commencing the following July 1.
- g. To take all necessary action to ensure the Consortium is operated and administered in accordance with the applicable laws of the State of Michigan.
- h. To take any other action authorized by law and deemed necessary to accomplish the purposes of this Agreement.

### **F. Officers.**

- 1. At the Annual Meeting, the Board shall elect from its Directors a Chairperson, Vice Chairperson and Secretary, who shall serve for a term of one (1) year or until their successors are elected and qualified. Any vacancy in an officer’s position shall be filled at the next meeting of the Board.
- 2. Officers of the Consortium and employees of any third party vendor, including without limitation the officers and employees of any Participant, who assist or participate in the operation of the Consortium, shall not be deemed employees of the Consortium. Each third party vendor shall provide for all necessary services and materials pursuant to written service contracts with the Consortium. The officers of the Consortium shall serve without compensation from the Consortium.
- 3. Officers shall serve at the pleasure of the Board and may be removed or replace upon a two-thirds (2/3) vote of the entire Board. This provision shall not be subject to the weighted voting alternative set forth in Section D.

### **G. Chairperson; Vice Chairperson; Secretary.**

- 1. The Chairperson shall be the chief executive officer of the Consortium.
- 2. The Chairperson, or in the absence of the Chairperson, the Vice Chairperson, shall preside at all meetings of the Board.

## AUGUST 27, 2019 REGULAR MEETING

3. In the absence of the Chairperson, the Vice Chairperson shall perform all duties related to that office.
  4. The Secretary shall retain custody of all reports, statements, and other documents of the Consortium and ensure that minutes of each Board meeting are taken and transcribed which shall be acted on by the Board at a subsequent meeting, as appropriate.
- H. Insurance Carrier. The Board, by a two-thirds (2/3) vote of the entire Board, may annually designate an insurance carrier for the Plan (the “Plan Administrator”).
- I. Each participant agrees to the Underwriting rules of the designated insurance carrier – See Addendum C.
- J. Joint Committee on Plan Structure and Design.
1. There shall be a Joint Committee on Plan Structure and Design (the “Joint Committee”), which shall consist of:
    - a. A representative of each collective bargaining unit that is the exclusive collective bargaining representative of any Enrollee or group of Enrollees covered by the Plan(s) (the “Union Members”); and
    - b. A representative of each Participant (the “Management Members”). Management Members may, but are not required to be, Directors.
  2. The Joint Committee shall review all prospective Board actions in connection with the benefit structure and design of the Plan(s), and shall develop findings and recommendations with respect to such matters. The Chair of the Joint Committee shall report such findings and recommendations to the Board at any regular or special meeting of the Board.
  3. The Joint Committee shall select (a) from among the Union Members, an individual who shall serve as Chair of the Joint Committee; and (b) from among the Management Members, an individual who shall serve as Vice Chair of the Joint Committee. The Joint Committee shall establish its own parliamentary rules and procedures.
  4. Each eligible union shall establish such procedures by which its representative to the Joint Committee is chosen and such representative shall be designated in writing to the Chairperson of the Board and the Chair of the Joint Committee.
  5. The Union Members on the Joint Committee shall select from among the Union Members an individual to serve as an additional At-Large Labor Member on the Board of Directors of the Consortium. If the number of municipal members on the Consortium rises to twenty (20), the Union Members of the Joint Committee shall select from among the Union Members an additional At-Large Labor Member on the Board of Directors of the Consortium. Thereafter, for every increase of ten (10) additional municipal members added to the Consortium Union Members may select from among their members one (1) At-large Labor Member to serve as Director. The At-Large Labor Member(s) along with the Joint Committee Chair shall

## **AUGUST 27, 2019 REGULAR MEETING**

collectively be the “Labor Representatives” as defined in Section C(12) of this Agreement. Attached hereto as Addendum “B” is a table illustrating the addition of At-Large Labor Members as set forth in this Section.

K. Utilization Reduction Strategies. All Participants are required to implement utilization reduction strategies as determined by the Board.

L. Additional Benefits. Any Participant choosing to provide more benefits, coverages, or enrollment eligibility other than those provided under the Plan(s) will do so at its sole expense. This Agreement shall not be deemed to diminish or enhance such Participant’s benefits, coverages or enrollment eligibility, the additional benefits and the payment for such additional benefits, shall not be part of the Plan(s) and shall be administered solely by and at the expense of the Participant. Each Participant shall hold the other Participant harmless for any claims, fees, expenses or liability related to benefits the Participant offers to its employees other than those provided under the Plan(s).

Participants acknowledge the Consortium plan is not subject to the benefit level requirements negotiated by each Participant’s union representation and to meet any benefit level requirements, each Participant will need to independently contract with a Board approved Third Party Administrator to manage the benefit levels through a Health Reimbursement arrangement.

Participants may also carve out their prescription benefits in accordance with the carrier underwriting guidelines as outlined in Addendum C. Participants carving out prescription benefits should pursue Rx alternative reimbursement opportunities to reduce any potential cost impact to the Consortium’s Plan.

M. Withdrawal of Participant.

1. Withdrawal of a Participant from the Consortium shall be effective only once annually on the last day of the Plan Year.
2. Notice of intention of a Participant to withdraw must be given in writing to the Chairperson prior to April 1 of each Plan Year. Failure to give such notice shall automatically extend the Participant’s membership and obligations under the Agreement for another Plan Year, unless the Board shall consent to an earlier withdrawal by a two-thirds (2/3) vote.
3. Any withdrawing Participant shall be responsible for any premiums owed to the insurance carrier(s) through the end of the Plan Year.

N. Dissolution, Renewal and Expulsion.

1. The Board at any time, by a two-thirds (2/3) vote of the entire Board, may determine that the Consortium shall be dissolved and terminated. If such determination is made, the Consortium shall be dissolved ninety (90) days after written notice to the Participants. Upon determination to dissolve the Consortium, the Board shall provide notice of its determination to Participants. The Board shall develop and submit to Participants for approval a plan for winding-up the Consortium’s affairs in an orderly manner designed to result in timely payment of all benefits.

## **AUGUST 27, 2019 REGULAR MEETING**

2. The continuation of the Consortium under the terms and conditions of the Agreement, or any amendments or restatements thereto, shall be subject to Board review on the fifth (5th) anniversary of the Effective Date and on each fifth (5th) anniversary date thereafter (each a “Review Date”).
  - a. At the annual meeting a year prior to the Review Date, the Board shall include as an agenda item a reminder of the Participants’ coming obligation to review the terms and conditions of the Agreement.
  - b. During the calendar year preceding the Review Date, each Participant shall be responsible for independently conducting a review of the terms and conditions of the Agreement and submitting to the Board of Directors a written resolution containing any objection to the existing terms and conditions or any proposed modification or amendment to the existing Agreement, such written resolution shall be submitted to the Board on or before October 1 preceding the Review Date. Failure to submit any such resolution shall be deemed as each Participant’s agreement and authorization to the continuation of the Consortium until the next Review Date under the existing terms and conditions of the Agreement.
  - c. As soon as practicable after October 1, the Board shall circulate to all Participants copies of all resolutions submitted by the Participants. Subject to Section S hereof, any resolutions relating to the modification, amendment, or objection to the Agreement submitted prior to each Review Date shall be considered and voted on by the Participants at a special meeting called for such purpose. Such special meeting shall be held on or before February 1 preceding the Review Date.
  - d. Notwithstanding the foregoing or Section S hereof, if at the Annual Meeting following any scheduled Review Date the Board votes on and approves the budget and annual assessment for the next year, the Participants shall be deemed to have approved the continuation of the Consortium under the existing Agreement until the next Review Date.
3. The Participants acknowledge that it may be necessary in certain extraordinary circumstances to expel a Participant from the Consortium. In the event the Board determines that:
  - a. A Participant has acted inconsistently with the provisions of the Agreement in a way that threatens the financial well-being or legal validity of the Consortium; or
  - b. A Participant has acted fraudulently or has otherwise acted in bad faith with regards to the Consortium, or toward any individual Participant concerning matters relating to the Consortium, the Board may vote to conditionally terminate said Participant’s membership in the Consortium. Upon such a finding by the affirmative vote of seventy-five percent (75%) of the Participants, the offending Participant shall be given sixty (60) days to correct or cure the alleged wrongdoing to the satisfaction of the Board. Upon the

## **AUGUST 27, 2019 REGULAR MEETING**

expiration of said sixty (60) day period, and an absent satisfactory cure, the Board may expel the Participant by an affirmative vote of seventy-five percent (75%) of the Participants (exclusive of the Participant under consideration). This section shall not be subject to the weighted voting provision provided in Section D. Any liabilities associated with the Participant's departure from the Consortium under this provision shall be determined by the procedures set forth in Section O of this Agreement.

- O. Representations and Warranties of Participants. Each Participant by its approval of the terms and conditions of this Agreement hereby represents and warrants to each of the other Participants as follows:
1. The Participant understands and acknowledges that its participation in the Consortium under the terms and conditions of this Agreement is strictly voluntary and may be terminated as set forth herein, at the discretion of the Participant.
  2. The Participant understands and acknowledges that the duly authorized decisions of the Board constitute the collective will of each of the Participants as to those matters within the scope of the Agreement.
  3. The Participant understands and acknowledges that the decisions of the Board made in the best interests of the Consortium may on occasion temporarily disadvantage one or more of the individual Participants.
  4. The Participant represents and warrants that its designated Director or authorized representative understands the terms and conditions of this Agreement and is suitably experienced to understand the principles upon which this Consortium operates.
  5. The Participant understands and acknowledges that all Directors, or their authorized representatives, are responsible for attending all scheduled meetings. Provided that the quorum rules are satisfied, non-attendance at any scheduled meeting is deemed acquiescence by the absent Participant to any duly authorized Board-approved action at the meeting. However, a Participant that was absent from a meeting will not be presumed to have acquiesced in a particular action taken at the meeting if, within fifteen (15) calendar days after learning of such action, the Participant delivers written notice to the Chairperson that it dissents from such action. The Participant shall also notify the other members of the Board of such dissent. The Chairperson shall direct the Secretary to file the notice with the minutes of the Board.
  6. The Participant understands and acknowledges that, absent bad faith or fraud, any Participant's vote approving any Board action renders that Board action immune from later challenge by that Participant.
- P. Records. The Board shall have the custody of all records and documents, including financial records, associated with the operation of the Consortium. Each Participant may request records and documents relative to their participation in the Consortium by providing a written request to the Chairperson and Fiduciary. The Consortium shall respond to each request no later than thirty (30) days after its receipt thereof, and shall include all information which can be provided under applicable law.

## **AUGUST 27, 2019 REGULAR MEETING**

- Q. Changes to Agreement. Any change or amendment to this Agreement shall require the unanimous approval of the Participants, as authorized by their respective legislative bodies.
- R. Confidentiality. Nothing contained in this Agreement shall be construed to waive any right that a covered person possesses under the Plan with respect to the confidentiality of medical records and that such rights will only be waived upon the written consent of such covered person.
- S. Miscellaneous Provisions.
1. This instrument constitutes the entire Agreement of the Participants with respect to the subject matter hereof, and contains the sole statement of the operating rules of the Consortium. This instrument supersedes any previous Agreement, whether oral or written.
  2. Each Participant will perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intended purposes of this Agreement.
  3. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.
  4. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. In the event any disputes arise under this Agreement, it is understood and agreed that any legal or equitable action resulting from such disputes shall be in Michigan Courts in Ingham County whose jurisdiction and venue shall be established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought or is moved to a federal court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.
  5. All notices to any party hereunder shall be in writing, signed by the party giving it, shall be sufficiently given or served if sent by registered or certified mail, return receipt requested, hand delivery, or overnight courier service addressed to the parties at the address designated by each party in writing. Notice shall be deemed given when transmitted.
  6. This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original but all of which shall constitute the same Agreement and shall become binding upon the undersigned upon delivery to the Chairperson of an executed copy of this Agreement together with a certified copy of the resolution of the legislative body approving this Agreement and authorizing its execution.
  7. Article and section headings in this Agreement are included for reference only and shall not constitute part of this Agreement.

**AUGUST 27, 2019 REGULAR MEETING**

8. No findings or recommendations made by the Joint Committee on Plan Structure and Design or by the Chair of the Joint Committee shall be considered a waiver of any bargaining rights under any contract, law, rule, statute, or regulation.
9. The Consortium shall comply with the Open Meetings Act, MCL 15.261 *et seq.*, and the Freedom of Information Act, MCL 15.231 *et seq.*

**T. Approval, Ratification, and Execution.**

1. As a condition precedent to execution of this Municipal Cooperative Agreement and membership in the Consortium, each eligible municipal corporation desiring to be a Participant shall obtain legislative approval of the terms and conditions of this Agreement by the municipality's governing body.
2. Prior to execution of this Agreement by a Participant, the Participant shall provide the Chairperson with the resolution approving the municipality's participation in this Consortium and expressly approving the terms and conditions of this Municipal Cooperative Agreement. Each presented resolution shall be maintained on file with the Consortium.
3. By executing this Agreement, each signatory warrants that he/she has complied with the approval and ratification requirements herein and is otherwise properly authorized to bind the participating municipal corporation to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the people signing on behalf of the parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of the party they represent and that this Agreement has been authorized by the party they represent.

**COUNTY OF INGHAM**

**CITY OF LANSING**

By: \_\_\_\_\_

Bryan L. Crenshaw, Chairperson  
County Board of Commissioners

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**AUGUST 27, 2019 REGULAR MEETING**

**COMMUNITY MENTAL HEALTH  
AUTHORITY OF CLINTON EATON  
INGHAM**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Addendum “A”**

**Example of Weighted Voting Formula under Section D(2)**

If 11 Participants have 500 or fewer enrollees each and 2 Participants have more than 500 enrollees each, under subparagraph “a” the 11 each get 1 vote. Under subparagraph “b” the 2 large Participants get 4 votes each, which is calculated by taking the total number of votes under subparagraph “a” [11], dividing by the number of eligible Participants under subsection “b” [2], and rounding the result [4.5] down to the nearest whole number [4]. The Labor Representatives (the Chair of the Joint Committee on Plan Structure and Design and any At-Large Labor Members) shall have 1 vote each, irrespective of the votes available to the Participants.

**Addendum B**

**Illustration of At-Large Labor Member Calculation**

<u>Total Number of Participants</u>	<u>Total Number of At-Large Labor Member</u>
< 20	1
20-29	2
30-39	3
40-49	4
50-59	5
60-69	6

## **Addendum C**

### **Carrier Underwriting Guidelines Physicians Health Plan (PHP)**

#### **Consortium Guidelines**

1. PHP is the sole Consortium carrier in the PHP Service Area. Exceptions must be mutually agreed between PHP and Consortium governing leadership.
2. Segments covered by PHP in the Consortium cannot be dual offered to carriers outside of the Consortium. Any exceptions must be approved by PHP and Consortium governing leadership.
3. Pre-65 Retiree Segments are not permitted without an employer's active segment.
4. Medicare Retirees are not eligible for the Consortium; any exceptions must be approved by PHP and Consortium governing leadership.
5. Benefit Policy Rules - Consortium is required to have common fully insured base plan designs and contract independently with 44North to provide Third Party Administrative services to manage benefit coverages to the Participant union negotiated plan designs via a Health Reimbursement Arrangement (HRA).
6. Prescription Drug Carveouts Policy
  - Prescription coverage will be carved out and self-funded for groups with 100 or greater enrolled subscribers.
  - Pharmacy rebates are not eligible for consideration in renewal development for medical only plans.
  - Prescription Drug coverage may not be carved and self-funded for groups less than 100 enrolled subscribers.
  - All HSA plans and employer groups with less than 100 enrolled subscribers will be fully insured by PHP for medical and prescription drug coverage.
7. Consortium's renewal date is 7-1. Groups within the Consortium must select an individual renewal date from the following: 7-1, 8-1, 9-1, 10-1, 11-1, 12-1, 1-1.
8. PHP must have access to medical, illustrative HRA and Rx information for PHP members before PHP rates are final. These include but are not limited to:
  - Pharmacy Benefit Descriptions
  - Formulary descriptions

## **AUGUST 27, 2019 REGULAR MEETING**

- Medical HRA illustrative rates
- RX illustrative rates
- Wrap and pharmacy changes for upcoming year
- Commission changes
- Employee Contributions

### **Rating Methodology**

#### **New Groups**

1. Initial group specific rates based on group's historical experience and demographics. A year one group specific trend renewal may be offered by PHP. New groups will not be considered as part of the Consortium renewal calculation until their second renewal.
2. Any proposed rates are subject to rerating when membership changes by + / -10%.

#### **Renewal Rating**

1. The development of premium rates is based on the combined incurred medical and applicable fully insured prescription drug experience of the Consortium.
2. The projected rates will be developed using PHP's filed experience rating methodology.
3. Credibility factors will be determined based on the combined Consortium average subscribers for the Consortium experience period.
4. Pooling Levels and Charges will be based on the combined Consortium average subscribers for the experience Period.
5. Any proposed rates are subject to rerating when membership changes by + / -10%.

#### **Key Components of Sample Consortium Renewal Rate Calculation for 7-1-2019**

1. Charged Consortium claims incurred through 11/1/2017 to 10/31/2018 with Paid and Completion through 12/31/2018.
2. Projection of Total required annual revenue for 7/1/2019 Consortium renewal date using PHP's experience rating methodology.
3. Final required annual Consortium revenue determined after trending to group specific renewal dates.
4. Total Consortium Rate Change is final required annual Consortium revenue after trend adjustments/ Current Consortium Annualized Premium minus 1.

## **AUGUST 27, 2019 REGULAR MEETING**

5. Establish a performance stabilization rating methodology to provide slotted renewal to reflect group specific performance. Results must achieve the overall composite rate change required for Consortium. To be developed in conjunction with PHP and Consortium leadership.

### **HSA or groups with fewer than 100 enrolled**

Included in Consortium renewal when eligible. Rx required premium will be developed with the Consortium of Rx experience and related subscriber/members. Medical claims will be included with all non-HSA medical claims experience.

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 33**

Introduced by the Human Services Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

### **RESOLUTION REVISING THE BY LAWS OF THE INGHAM COUNTY FAIR BOARD**

#### **RESOLUTION # 19 – 343**

WHEREAS, the existing By-Laws which govern the Ingham County Fair Board were adopted in 1998 and amended in 2006 per Resolution 06-261; and

WHEREAS, the current By-Laws are in need of revisions to reflect necessary changes to assure the most effective and efficient operation of the Fairgrounds; and

WHEREAS, the Fair Board By-Laws Subcommittee has reviewed the existing By-Laws and has identified areas that are in need of revision.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby adopts the updated By-Laws governing the Ingham County Fair Board.

BE IT FURTHER RESOLVED, that the revised By-Laws as referenced herein and attached shall become effective immediately upon adoption by the Board of Commissioners.

**HUMAN SERVICES: Yeas:** Tennis, Trubac, Sebolt, Morgan, Slaughter, Stivers, Naeyaert  
**Nays:** None **Absent:** None **Approved 08/19/2019**

Adopted as part of a consent agenda.

## **AUGUST 27, 2019 REGULAR MEETING**

### **INGHAM COUNTY FAIR BOARD**

#### **BY-LAWS**

#### **ARTICLE I**

##### **NAME, MEMBERS, HOW SELECTED**

**Section I:** Name: The official name of this entity shall be the Ingham County Fair Board (hereinafter referred to as the "Fair Board") as authorized by MCL 46.152.

**Section II:** Membership: The membership of the Ingham County Fair Board's composition shall be determined by the Board of Commissioners. Pursuant to Resolution #89-284, one voting member of the Fair Board shall be a representative from 4-H organizations. The Ingham County Board of Commissioners will appoint the individual in accordance with the procedure set forth in the resolution.

**Section III:** Selection: The Ingham County Board of Commissioners shall select the members to sit as the Ingham County Fair Board as required by State Statute and Board of Commissioners' resolution.

**Section IV:** Automatic Resignation: Members of the Fair Board, other than those members who are also members of the Ingham County Board of Commissioners, will automatically be deemed to have resigned their membership on the Fair Board if their absenteeism constitutes a violation of the County policy regarding attendance for advisory boards and commissions.

#### **ARTICLE II**

## **AUGUST 27, 2019 REGULAR MEETING**

### **OFFICERS - TERM OF OFFICE, ELECTIONS, & DUTIES**

**Section I:** The officers of the Fair Board shall be the President, Vice-President, and Secretary-Treasurer.

**Section II:** Term of Office: The term of office for the officers shall be for one (1) calendar year or until their successors are elected.

**Section III:** Elections: Officers shall be elected by majority vote of the full Fair Board at the first regular meeting of each calendar year.

**Section IV:** Duties of the President: The President shall be responsible for preparing the agenda and presiding at the meetings. Upon approval of the Fair Board, the President will speak for the Fair Board and represent the Fair Board at meetings of official and community groups when appropriate to participate. The President shall maintain communication with the Board of Commissioners.

**Section V:** Duties of the Vice-President: The Vice-President shall assume the duties of the President in the President's absence or by delegation. The Vice-President is also responsible for overseeing the implementation of the By-Laws by Fair Board members.

**Section VI:** Duties of the Secretary-Treasurer: The Secretary-Treasurer shall assure that minutes are prepared for the Fair Board, make sure copies are distributed to the members, and shall place one copy on file in the Fair Office. The Secretary-Treasurer shall be responsible for ensuring that the Open Meetings Act, 1976 PA 267, as amended, is adhered to. The Secretary-Treasurer shall assume the duties of Vice-President in the absence thereof. The Secretary-Treasurer shall also assure that proper financial records are maintained.

2

**Section VII:** Fairgrounds Events Director: Appointed by the Board of Commissioners and supervised by the Controller/Administrator, the Fairgrounds Events Director is an employee of Ingham County and shall:

1. Oversee and direct all Fairgrounds staff.
2. Implements the general direction and policies of the Fair Board.
3. Oversee and direct all phases of the Fair and facilities and off-season rentals.



## **AUGUST 27, 2019 REGULAR MEETING**

4. Not be a member of the Fair Board.
5. Prepare proposed budgets with cooperation of the Budget & Finance Committee.
6. Submit a monthly financial report to the Fair Board.
7. Abide by County Purchasing policies and procedures, and all other applicable County policies.
8. Conduct orientations with Fair Board appointees on County Ethics, Purchasing, Living/Prevailing Wage, Equal Employment Opportunity Plan, Travel and Open Meetings Act Policies as appropriate, per Ingham County Board of Commissioners' Resolutions #06-115 and #19-255.
9. Perform duties provided in the Fairgrounds Events Director's job description which may be amended from time to time.

### **ARTICLE III**

#### **ORGANIZATION - DUTIES AND RESPONSIBILITIES OF THE FAIR BOARD**

##### **Section I:** Organizational Duties:

- A. The Fair Board shall elect its officers and hold regular meetings as established hereunder.

3

B. Committees: The Fair Board is authorized and empowered to create standing committees (sub-committees and special committees) as it may determine from time to time to be in the best interests of the community, and to assign and delegate to such committees such duties and responsibilities as may be deemed appropriate. The President shall appoint all members to committees, sub-committees, and special committees.

**Section II:** Duties: The Fair Board shall recommend programs and authorize those contracts delegated to the Fair Board by the Board of Commissioners for the Fair and recommend to the Board of Commissioners' Chairperson the execution of contracts and leases concerning the renting of the Fairgrounds for non-fair periods and determine the lessees, dates of rental and consideration for same. The Fair Board shall inform the community and the Board of Commissioners of Fair programs. The Fair Board shall develop, review, and evaluate programs and policies for the Fair.

## **AUGUST 27, 2019 REGULAR MEETING**

**Section III:** Finance Duties: The Fair Board shall recommend an annual budget to the Ingham County Board of Commissioners.

**Section IV:** Fair Board members do not supervise or otherwise direct the Fairgrounds Events Director, but are encouraged to make recommendations regarding the Fair and the maintenance and operations of the fairgrounds. Such recommendations should be communicated to the Fairgrounds Events Director via motion or resolution of the Fair Board.

The Fairgrounds Events Director will then determine which recommendations are appropriate and how to implement them in accordance with the County's policies and procedures. Failure of Fair Board members to follow this policy may result in removal from the Fair Board.

4

### **ARTICLE IV**

#### **MEETINGS, REGULAR MEETINGS, & SPECIAL MEETINGS,**

#### **NOTICE AND SCHEDULE OF MEETINGS, QUORUM AND MINUTES**

**Section I:** Meetings: The Fair Board shall meet at least once a month unless canceled in advance by the President of the Fair Board. The time and place of regularly scheduled meetings shall be determined at the first annual meeting in January, following the election of officers. A yearly calendar will be presented in February to the Fair Board and the Board of Commissioners.

**Section II:** Special Meetings: The Fair Board may meet in special meetings at the call of the: Fairgrounds Events Director, President or a majority of the Fair Board members, if they file a written request addressed to the Fairgrounds Events Director at least twenty-four (24) hours in advance. The Fairgrounds Events Director shall notify all Fair Board members as soon as possible of the special meeting. Public notice shall be given for all special meetings as required by the Open Meetings Act, 1976 PA 267 by the Fairgrounds Events Director.

**Section III:** Order Of Business: The agenda for Fair Board meetings shall be:

## AUGUST 27, 2019 REGULAR MEETING

1. Call to Order
2. Roll Call
3. Additions to the Agenda
4. Limited Public Comment (not to exceed three minutes)
5. Approval of Previous Month's Minutes
6. Acceptance of Treasurer's Report
7. Approval of Bills
8. Correspondence
9. Announcements

5

10. Committee and/or Individual Reports
11. Agenda Items. Action Items will be separated from Discussion Items.
12. Fairgrounds Events Director Comments. The Fairgrounds Events Director will  
submit a written report to the Fair Board at each meeting.
13. Limited Public Comment (not to exceed three minutes)
14. Adjournment

**Section IV:** All meetings of the Fair Board shall be open to the public as required by the Open Meetings Act, 1976 PA 267, excepting that closed sessions may be held for reasons provided for in the Open Meetings Act in accordance therewith.

**Section V:** Quorum: A quorum of the Fair Board shall consist of a majority of members appointed by the Board of Commissioners. For the final passage of any measure, a majority of the appointed Board members shall be required.

**Section VI:** Minutes: The Fair Board shall cause minutes to be kept of each meeting and such minutes shall be kept on record at the Fair Board office as required by the Open Meetings Act.

## **AUGUST 27, 2019 REGULAR MEETING**

### **ARTICLE V**

#### **RULES AND ORDER OF BUSINESS AT MEETINGS**

**Section I:** When not otherwise provided for by these By-Laws, Mason's Manual of Legislative Procedure shall govern the process and procedures of Fair Board meetings.

**Section II:** Fair Board members may abstain from voting with the approval of the President.

6

### **ARTICLE VI**

#### **AMENDMENTS TO BY-LAWS; SUSPENSION OF RULES**

**Section I:** Amendments to By-Laws: The power to make, alter, amend, change, modify, and/or repeal By-Laws of the Fair Board is vested in 1.) the Fair Board, upon approval of the Ingham County Board of Commissioners and 2.) the Ingham County Board of Commissioners. No amendment by the Fair Board of all or any part of these By-Laws shall be considered or acted upon at any meeting unless the proposed change has been submitted to the entire Fair Board in writing not less than seven (7) days prior to the meeting at which the change is to be considered and acted upon. The affirmative vote of two-thirds (2/3) of the total Fair Board shall be necessary for the Fair Board to change, alter, modify, repeal or amend all or any of these By-Laws contingent upon approval of the Board of Commissioners.

**Section II:** Suspension of Rules: The rules provided hereunder may be suspended at a Fair Board meeting by a vote of two-thirds (2/3) appointed members.

**Section III:** Effective Dates: These By-Laws shall take effect at the next regular meeting after adoption by the Board of Commissioners. Any amendment, change, modification or repeal of

## **AUGUST 27, 2019 REGULAR MEETING**

these By-Laws shall also take effect at the next regular meeting after such amendment, change, modification or repeal of the same.

**Section IV:** If there is any conflict between a provision contained in these By-Laws and state law, or Board of Commissioners resolution, state law or Board of Commissioner resolution shall supersede said provision or provisions.

7

**Section V:** The Fair Board shall adhere to County Ethics, Purchasing, Living/Prevailing Wage, Equal Employment Opportunity Plan, Travel and Open Meetings Act Policies as stated in Ingham County Board of Commissioners' Resolutions #06-115 and #19-255.

**AUGUST 27, 2019 REGULAR MEETING**

8

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 34**

Introduced by the Human Services Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE DEER HUNTING AT LAKE LANSING PARK-NORTH  
AND THE INGHAM COUNTY FARM**

**RESOLUTION # 19 – 344**

WHEREAS, overpopulation of white tailed deer negatively impacts natural communities and associated wildlife which requires management of the deer herd; and

WHEREAS, the deer herd within Meridian Township and specifically in Lake Lansing Park-North and the Ingham County Farm located at 3860 Dobie Road, Okemos, is causing damage to plant life within park property and the Ingham County Farm surrounding private lands; and

WHEREAS, deer/car accidents in the Lake Lansing area and the Ingham County Farm are an issue; and

WHEREAS, the Michigan Department of Natural Resources states that an abundance of deer in a given area may lead to deer in poor physical condition and susceptible to disease such as CWD and starvation; and

WHEREAS, Meridian Township has conducted successful deer hunts within their properties and surrounding properties; and

WHEREAS, Meridian Township wishes to partner with the Ingham County Parks Department to conduct a deer hunting program within the boundaries of Lake Lansing Park-North and the Ingham County Farm; and

## **AUGUST 27, 2019 REGULAR MEETING**

WHEREAS, by working cooperatively with Meridian Township, resources can be shared to successfully complete the project; and

WHEREAS, Ingham County will continue to work with Michigan DNR and USDA to help resolve the Chronic Wasting Disease (CWD) when requested.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the hunting of white tailed deer within the boundaries of Lake Lansing Park-North and the Ingham County Farm during the 2020-2024 Archery Deer Seasons.

BE IT FURTHER RESOLVED, hunters must meet all requirements of the Meridian Township deer hunting program and may only use archery equipment including crossbows.

**HUMAN SERVICES: Yeas:** Tennis, Trubac, Sebolt, Morgan, Slaughter, Stivers, Naeyaert  
**Nays:** None **Absent:** None **Approved 08/19/2019**

Adopted as part of a consent agenda.

**AUGUST 27, 2019 REGULAR MEETING**

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 35**

Introduced by the Human Services Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AMEND RESOLUTION #15-77 TO MAKE THE COMMISSIONER LIAISON  
A VOTING MEMBER ON THE BOARD OF HEALTH**

**RESOLUTION # 19 – 345**

WHEREAS, Resolution #15-77 increased the Ingham County Board of Health from 10 to 11 members with one seat designated as a non-voting Commissioner Liaison; and

WHEREAS, it is the desire of the Board of Commissioners to allow the Commissioner Liaison to serve as a voting member of the Board of Health.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby amends Resolution #15-77 to make the Commissioner Liaison a voting member on the Board of Health.

**HUMAN SERVICES: Yeas:** Tennis, Trubac, Sebolt, Morgan, Slaughter, Stivers, Naeyaert  
**Nays:** None **Absent:** None **Approved 08/19/2019**

Adopted as part of a consent agenda.



**AUGUST 27, 2019 REGULAR MEETING**

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 36**

Introduced by the Human Services Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION HONORING DR. SUGANDHA LOWHIM**

**RESOLUTION # 19 – 346**

WHEREAS, Dr. Sugandha Lowhim began her career at Ingham County Health Department (ICHD) as a Family Planning Prenatal Clinic Coordinator on January 7, 1991; and

WHEREAS, in the role of Clinic Coordinator, Dr. Sugandha Lowhim brought strong leadership, passion and care for women and families; and

WHEREAS, in 1993, Dr. Sugandha Lowhim left ICHD to complete her Internal Medicine Medical Residency; and

WHEREAS, in September 1996, Dr. Lowhim returned to ICHD as a Primary Care Physician providing services to patients at St. Lawrence Community Health Center, Sparrow Homeless Community Center, River Oak Community Health Center and Forest Community Health Center; and

WHEREAS, as a Primary Care Physician in the Ingham County Community Health Centers, Dr. Sugandha Lowhim was respectful, humane, a good listener, confident, empathetic, personable and genuinely liked by all those she served; and

WHEREAS, Dr. Sugandha Lowhim was a strong leader and champion of Public Health; and

WHEREAS, in 2003 Dr. Sugandha Lowhim began providing medical direction to the Ionia County Health Department one day a week; and

WHEREAS, in 2012 Dr. Sugandha Lowhim was promoted to Medical Director serving Public Health Services and Ingham County Community Health Centers; and

WHEREAS, in that role Dr. Sugandha Lowhim was a quiet but strong leader and advocated for quality care and public health; and

WHEREAS, Dr. Sugandha Lowhim passionately advocated for prevention services and services to refugees; and

WHEREAS, Dr. Sugandha Lowhim was a passionate advocate for immunizations and a champion for eradicating the spread of TB and other communicable diseases; and

## AUGUST 27, 2019 REGULAR MEETING

WHEREAS, Dr. Sugandha Lowhim's kindness, caring spirit, and sense of humor has enriched those fortunate enough to know and work with her; and

WHEREAS, Sugandha Lowhim has served as a good friend and colleague to all that know her through her work at ICHD; and

WHEREAS, Dr. Sugandha Lowhim's passion for public health was an inspiration to ICHD staff and community; and

WHEREAS, with more than 23 years of dedicated service to ICHD, Dr. Lowhim is retiring from her position as Medical Director.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby honors Dr. Sugandha Lowhim for her 23 years of dedication and commitment to the County of Ingham and extends its sincere appreciation for the many contributions she has made to the citizens of Ingham.

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

**HUMAN SERVICES: Yeas:** Tennis, Trubac, Sebolt, Morgan, Slaughter, Stivers, Naeyaert  
**Nays:** None **Absent:** None **Approved 08/19/2019**

Adopted as part of a consent agenda.

**AUGUST 27, 2019 REGULAR MEETING**

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 37**

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH THE INLINE GROUP  
FOR PROVIDER RECRUITING**

**RESOLUTION # 19 – 347**

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with the Inline Group for provider recruiting effective September 1, 2019 through August 31, 2021; and

WHEREAS, this is a monthly subscription for medical and dental provider recruiting services to fill critical medical provider vacancies, particularly physician vacancies, and sustain full staffing across ICHD's Community Health Centers (CHCs); and

WHEREAS, the cost is \$1,250 per month with the overall cost being \$30,000 for a 24 month subscription; and

WHEREAS, the amount will be covered by CHC Administrative contractual funds (51161580 818000 02002); and

WHEREAS, the Ingham Community Health Center Board of Directors supports entering into an agreement with the Inline Group for provider recruiting effective September 1, 2019 through August 31, 2021; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize entering into an agreement with the Inline Group for provider recruiting effective September 1, 2019 through August 31, 2021.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize entering into an agreement with the Inline Group at a cost not to exceed \$1,250 per month or \$30,000 for the period of the agreement, for provider recruiting effective September 1, 2019 through August 31, 2021.

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

**HUMAN SERVICES: Yeas:** Tennis, Trubac, Sebolt, Morgan, Slaughter, Stivers, Naeyaert  
**Nays:** None **Absent:** None **Approved 08/19/2019**

**COUNTY SERVICES: Yeas:** Celentino, Stivers, Grebner, Sebolt, Maiville, Naeyaert  
**Nays:** None **Absent:** Koenig **Approved 08/20/2019**

**FINANCE: Yeas:** Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville  
**Nays:** None **Absent:** None **Approved 08/21/2019**

Adopted as part of a consent agenda.

**AUGUST 27, 2019 REGULAR MEETING**

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 38**

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH OPEN-MSU**

**RESOLUTION # 19 – 348**

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with the Opioid Prevention and Education Network of Michigan State University (OPEN-MSU) to host an AmeriCorps VISTA member who will perform services which create or expand opioid prevention, intervention and treatment opportunities for low-income communities; and

WHEREAS, the AmeriCorps VISTA member will help build the capacity in the area of relapse prevention through implementation of Medication Assisted Treatment (MAT) programming within the Ingham County Jail, health centers, and treatment centers throughout Ingham County; and

WHEREAS, the total cost of this placement will be \$7500.00; and

WHEREAS, all costs of this agreement were included in the FY 19 and proposed FY 20 budget; and

WHEREAS, this agreement will be effective August 5, 2019 through August 3, 2020; and

WHEREAS, the Health Officer recommends approval of the agreement between ICHD and OPEN-MSU to host an AmeriCorps VISTA member who will perform services to create or expand opioid prevention, intervention and treatment opportunities for low-income communities, effective August 5, 2019 through August 3, 2020.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize an agreement with OPEN-MSU in an amount not to exceed \$7,500 to host an AmeriCorps VISTA member to perform services which create or expand opioid prevention, intervention and treatment opportunities for low-income communities, effective August 5, 2019 through August 3, 2020.

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

**HUMAN SERVICES: Yeas:** Tennis, Trubac, Sebolt, Morgan, Slaughter, Stivers, Naeyaert  
**Nays:** None **Absent:** None **Approved 08/19/2019**

**FINANCE: Yeas:** Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville  
**Nays:** None **Absent:** None **Approved 08/21/2019**

Adopted as part of a consent agenda.

**AUGUST 27, 2019 REGULAR MEETING**

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 39**

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION DECLARING THAT A FIFTH ROUND OF APPLICATIONS FOR THE  
TRAILS AND PARKS MILLAGE FUNDS WILL BE TAKEN BEGINNING AUGUST 28, 2019**

**RESOLUTION # 19 – 349**

WHEREAS, in November 2014, the electorate approved a countywide trails and parks millage levy of 50/100 (.50) of one mill to be used for the purpose of creating and maintaining a county system of recreational trails and adjacent parks trail system, which may incorporate trails or parks created by local units of government, including Lansing's River Trail, and may acquire rights of way to connect and extend existing trails; and

WHEREAS, the Park Commission reviewed the Application and Scoring Criteria forms and have made no changes to the forms for this fifth round of applications; and

WHEREAS, the Park Commission recommends that a fifth round of applications will be taken beginning August 28, 2019, set at a \$2.5 million dollar cap, with no required match: \$750,000 for small shovel ready projects up to a limit of \$125,000, with the remaining \$1,750,000 be for proposals for any community for future planning; and

WHEREAS, the Park Commission recommends that no multiple year funding be awarded for grants in this round due to the millage expiring.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners approves using the current application and scoring criteria, previously approved per Resolution #18-257, for use by the Park Commission to score applications for funding the fifth round of applications from the Trails and Parks Millage fund in year 2020, and that no multiple year funding will be awarded for grants in this round.

BE IT FURTHER RESOLVED, that a fifth round of applications will be taken beginning August 28, 2019, set at a \$2.5 million dollar cap, with no required match: \$750,000 for small shovel ready projects up to a limit of \$125,000, with the remaining \$1,750,000 be for proposals for any community for future planning.

BE IT FURTHER RESOLVED, that the Board of Commissioners will consider all grant applications, even if they are not shovel ready or include future planning.

BE IT FURTHER RESOLVED, that application forms and scoring criteria will be reviewed and approved by the Board of Commissioners prior to the sixth round.

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

**Nays:** None **Absent:** None **Approved 08/19/2019**

**AUGUST 27, 2019 REGULAR MEETING**

**FINANCE: Yeas:** Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville  
**Nays:** None **Absent:** None **Approved 08/21/2019**

Adopted as part of a consent agenda.

DRAFT

**AUGUST 27, 2019 REGULAR MEETING**

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 40**

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH COMCAST FOR  
PUBLIC EDUCATION ADVERTISING ABOUT LEAD**

**RESOLUTION # 19 – 350**

WHEREAS, Ingham County Health Department (ICHD) wishes to partner with Comcast for public education advertising throughout Lansing and Ingham County effective August 5, 2019 through September 30, 2019, in an amount not to exceed \$9,750; and

WHEREAS, in response to elevated blood lead levels in Ingham County, this ad will inform the public about lead poisoning and the need for children to receive a lead test; and

WHEREAS, the Michigan Department of Health and Human Services (MDHHS) has provided ICHD with a proposed FY 2019 Comprehensive Agreement for the delivery of public health services, including lead; and

WHEREAS, the Health Officer recommends authorizing an agreement between Comcast and ICHD effective August 5, 2019 through September 30, 2019 in an amount not to exceed \$9,750.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a grant agreement with Comcast for public education advertising regarding lead and lead testing among children effective August 5, 2019 through September 30, 2019 in an amount not to exceed \$9,750.

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

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

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

**Nays:** None **Absent:** None **Approved 08/19/2019**

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

**Nays:** None **Absent:** None **Approved 08/21/2019**

Adopted as part of a consent agenda.

**AUGUST 27, 2019 REGULAR MEETING**

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 41**

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH  
MICHIGAN COMMUNITY HEALTH WORKERS ALLIANCE**

**RESOLUTION # 19 – 351**

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with Michigan Community Health Worker Alliance (MiCHWA) and the Detroit Health Department to provide training and certification for 18 Community Health Workers (CHW) from across the department; and

WHEREAS, a CHW is a trusted public health worker that serves as a link between health/social services and the community; and

WHEREAS, CHWs facilitate access to services and improve the quality and cultural competence of service delivery; and

WHEREAS, the cost of the training is up to \$20,000; and

WHEREAS, costs for this agreement will be covered by the participating departments' in their FY19 and FY20 budgets; and

WHEREAS, the training will be conducted in 14 sessions and will allow for CHWs to gain competencies in several key areas including but not limited to, legal and ethical responsibilities, coordination, documentation, reporting, communication, cultural competence, healthy lifestyles and mental health; and

WHEREAS, having ICHD's CHWs complete the MiCHWA training will position them to bill for their services should Michigan opt to create a structure to support direct reimbursement by Medicaid; and

WHEREAS, this agreement will be effective September 1, 2019 through December 31, 2019; and

WHEREAS, the Health Officer recommends approval of the agreement between ICHD and MiCHWA for CHW certification training effective September 1, 2019 through December 31, 2019, in an amount not to exceed \$20,000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize an agreement with MiCHWA for CHW certification training effective September 1, 2019 through December 31, 2019 in an amount not to exceed \$20,000.

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



## **AUGUST 27, 2019 REGULAR MEETING**

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

**HUMAN SERVICES: Yeas:** Tennis, Trubac, Sebolt, Morgan, Slaughter, Stivers, Naeyaert  
**Nays:** None **Absent:** None **Approved 08/19/2019**

**FINANCE: Yeas:** Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville  
**Nays:** None **Absent:** None **Approved 08/21/2019**

Adopted as part of a consent agenda.

DRAFT

**AUGUST 27, 2019 REGULAR MEETING**

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 42**

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO ACCEPT AN AWARD THROUGH NATIONAL MATERNAL AND CHILD  
ORAL HEALTH RESOURCE CENTER AT GEORGETOWN UNIVERSITY**

**RESOLUTION # 19 – 352**

WHEREAS, Ingham County Health Department (ICHD) wishes to accept an award totaling \$10,000 for ICHD's Community Health Centers (CHCs) for Phase II of a *Partnership for Integrating Oral Health Care into Primary Care* project effective July 1, 2019 through June 30, 2020; and

WHEREAS, The National Maternal and Child Oral Health Resource Center (OHRC) at Georgetown University (GU) has awarded \$10,000 to the ICHD's CHCs for Phase II of the *Partnership for Integrating Oral Health Care into Primary Care* project; and

WHEREAS, this project is supported by the Health Resources and Services Administration's (HRSA) Maternal and Child Health Bureau; and

WHEREAS, accepting this \$10,000 award from Georgetown University will support maternal and child oral health service enhancement activities conducted as part of ICHD's CHCs continued participation in Phase II of the *Partnership for Integrating Oral Health Care into Primary Care* project; and

WHEREAS, the Ingham County Board of Commissioners recommends accepting an award totaling \$10,000 for ICHD's CHCs Phase II of a *Partnership for Integrating Oral Health Care into Primary Care* project effective July 1, 2019 through June 30, 2020; and

WHEREAS, the Health Officer recommends accepting an award totaling \$10,000 for ICHD's CHCs Phase II of a *Partnership for Integrating Oral Health Care into Primary Care* project effective July 1, 2019 through June 30, 2020.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize the acceptance of an award totaling \$10,000 for ICHD's CHCs Phase II of a *Partnership for Integrating Oral Health Care into Primary Care* project effective July 1, 2019 through June 30, 2020.

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

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

**AUGUST 27, 2019 REGULAR MEETING**

**HUMAN SERVICES: Yeas:** Tennis, Trubac, Sebolt, Morgan, Slaughter, Stivers, Naeyaert  
**Nays:** None **Absent:** None **Approved 08/19/2019**

**FINANCE: Yeas:** Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville  
**Nays:** None **Absent:** None **Approved 08/21/2019**

Adopted as part of a consent agenda.

DRAFT

**AUGUST 27, 2019 REGULAR MEETING**

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 43**

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AMEND THE PEDIATRIC PHYSICIAN AGREEMENT WITH MSU CHM**

**RESOLUTION # 19 – 353**

WHEREAS, Ingham County Health Department (ICHD) wishes to amend resolution #15-446 with Michigan State University's College of Human Medicine (MSU CHM) for pediatric services by renewing the agreement for an additional four years and by and by raising the rate of pay increase each year by 3%, effective January 1, 2020 through December 31, 2023; and

WHEREAS, ICHD is required to provide medical services, either directly, through contracts, or through cooperative arrangements which include both primary and pediatric care; and

WHEREAS, the Cedar Community Health Center's Pediatric site requires 1.5 FTE of pediatric physician services; and

WHEREAS, ICHD would like to extend the current agreement for another four years; and

WHEREAS, the contractual rate will increase by 3% for each year of the agreement as follows:

For calendar year 2020 the rate per 1.00 FTE pediatric physician is \$254,106.00  
(\$381,159.00 for 1.50 FTE)

For calendar year 2021 the rate per 1.00 FTE pediatric physician is \$261,729.00  
(\$392,593.50 for 1.50 FTE)

For calendar year 2022 the rate per 1.00 FTE pediatric physician is \$269,581.00  
(\$404,371.50 for 1.50 FTE)

For calendar year 2023 the rate per 1.00 FTE pediatric physician is \$277,668.00  
(\$416,502.00 for 1.50 FTE)

; and

WHEREAS, the Ingham Community Health Center Board of Directors supports amending resolution #15-446 with MSU's CHM agreement for pediatric services effective January 1, 2020 through December 31, 2023; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize amending resolution #15-446 with MSU's CHM agreement for pediatric services effective January 1, 2020 through December 31, 2023.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize amending resolution #15-446 with MSU's CHM agreement for pediatric services effective January 1, 2020 through December 31, 2023.

## AUGUST 27, 2019 REGULAR MEETING

BE IT FURTHER RESOLVED, the contractual rate will increase by 3% for each year of the agreement as follows:

For calendar year 2020 the rate per 1.00 FTE pediatric physician is \$254,106.00  
(\$381,159.00 for 1.50 FTE)  
For calendar year 2021 the rate per 1.00 FTE pediatric physician is \$261,729.00  
(\$392,593.50 for 1.50 FTE)  
For calendar year 2022 the rate per 1.00 FTE pediatric physician is \$269,581.00  
(\$404,371.50 for 1.50 FTE)  
For calendar year 2023 the rate per 1.00 FTE pediatric physician is \$277,668.00  
(\$416,502.00 for 1.50 FTE)

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

**HUMAN SERVICES: Yeas:** Tennis, Trubac, Sebolt, Morgan, Slaughter, Stivers, Naeyaert  
**Nays:** None **Absent:** None **Approved 08/19/2019**

**FINANCE: Yeas:** Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville  
**Nays:** None **Absent:** None **Approved 08/21/2019**

Adopted as part of a consent agenda.

**AUGUST 27, 2019 REGULAR MEETING**

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 44**

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AMEND THE PEDIATRIC PHYSICIAN AGREEMENT WITH MSU COM**

**RESOLUTION # 19 – 354**

WHEREAS, Ingham County Health Department (ICHD) wishes to amend resolution #15-447 with Michigan State University's College of Osteopathic Medicine (MSU COM) agreement for pediatric services by extending the agreement for an additional 4 years and by raising the yearly pay increase from a 2.5% to a 3% increase effective January 1, 2020 through December 31, 2023; and

WHEREAS, ICHD is required to provide medical services either directly, through contracts, or through cooperative arrangements including primary care and pediatric services; and

WHEREAS, Cedar Community Health Center's Pediatric site requires 1.4 FTE of pediatric physician services and Willow Community Health Center requires 0.40 FTE resulting in 1.80 FTE overall; and

WHEREAS, the contractual rate will increase by 3% for each year of the agreement as follows:

For calendar year 2020 the rate per 1.00 FTE pediatric physician is \$254,106.00  
(\$457,391.80 for 1.80 FTE)

For calendar year 2021 the rate per 1.00 FTE pediatric physician is \$261,729.00  
(\$471,112.20 for 1.80 FTE)

For calendar year 2022 the rate per 1.00 FTE pediatric physician is \$269,581.00  
(\$485,245 for 1.80 FTE)

For calendar year 2023 the rate per 1.00 FTE pediatric physician is \$277,668.00  
(\$499,802.40 for 1.80 FTE)

; and

WHEREAS, the Ingham Community Health Center Board of Directors support amending resolution #15-447 with MSU's COM agreement for pediatric services effective January 1, 2020 through December 31, 2023; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize amending resolution #15-447 with MSU's COM agreement for pediatric services effective January 1, 2020 through December 31, 2023.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize amending resolution #15-447 with MSU's COM agreement for pediatric services effective January 1, 2020 through December 31, 2023.

## AUGUST 27, 2019 REGULAR MEETING

BE IT FURTHER RESOLVED, the contractual rate will increase by 3% for each year of the agreement as follows:

For calendar year 2020 the rate per 1.00 FTE pediatric physician is \$254,106.00  
(\$457,391.80 for 1.80 FTE)  
For calendar year 2021 the rate per 1.00 FTE pediatric physician is \$261,729.00  
(\$471,112.20 for 1.80 FTE)  
For calendar year 2022 the rate per 1.00 FTE pediatric physician is \$269,581.00  
(\$485,245 for 1.80 FTE)  
For calendar year 2023 the rate per 1.00 FTE pediatric physician is \$277,668.00  
(\$499,802.40 for 1.80 FTE)

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

**HUMAN SERVICES: Yeas:** Tennis, Trubac, Sebolt, Morgan, Slaughter, Stivers, Naeyaert  
**Nays:** None **Absent:** None **Approved 08/19/2019**

**FINANCE: Yeas:** Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville  
**Nays:** None **Absent:** None **Approved 08/21/2019**

Adopted as part of a consent agenda.

**AUGUST 27, 2019 REGULAR MEETING**

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 45**

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE AN AMENDMENT TO RESOLUTION #19-247**

**RESOLUTION # 19 – 355**

WHEREAS, Ingham County Health Department (ICHD) wishes to amend resolution #19-247 with Rite Aid Corporation (RAC) by terminating the agreement with Rite Aid Store #1612 location 2263 Cedar Street in Holt, MI and by adding Rite Aid Store #1486 location 1705 W. Mt. Hope Lansing, MI; and

WHEREAS, ICHD terminated the agreement with Rite Aid Store #1612 location 2263 Cedar Street in Holt MI 48842, due to low volume on June 30, 2019; and

WHEREAS, under the Health Resources and Services Administration (HRSA) 340B drug discount program, RAC will allow patients to obtain eligible prescriptions at the lowest possible cost; and

WHEREAS, this amendment will be fully paid by funds generated from participating in the 340B program and will be effective January 1, 2020 through May 31, 2022 and will automatically renew for one subsequent year.

WHEREAS, the Ingham Community Health Center Board of Directors supports amending resolution #19-247 with Rite Aid Corporation (RAC) under the Health Resources and Services Administration (HRSA) 340B drug discount program effective January 1, 2020 through May 31, 2022 and will automatically renew for one subsequent year; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize amending resolution #19-247 with Rite Aid Corporation (RAC) under the Health Resources and Services Administration (HRSA) 340B drug discount program effective January 1, 2020 through May 31, 2022 and will automatically renew for one subsequent year.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize amending resolution #19-247 with Rite Aid Corporation (RAC) by terminating the agreement with Rite Aid Store #1612 location 2263 Cedar Street in Holt MI and by adding Rite Aid Store #1486 location 1705 W. Mt. Hope, Lansing, MI effective January 1, 2020 through May 31, 2022 and will automatically renew for one subsequent year.

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

**HUMAN SERVICES: Yeas:** Tennis, Trubac, Sebolt, Morgan, Slaughter, Stivers, Naeyaert  
**Nays:** None **Absent:** None **Approved 08/19/2019**



**AUGUST 27, 2019 REGULAR MEETING**

**FINANCE: Yeas:** Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville  
**Nays:** None **Absent:** None **Approved 08/21/2019**

Adopted as part of a consent agenda.

DRAFT

**AUGUST 27, 2019 REGULAR MEETING**

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 46**

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO EXTEND THE LEASE AGREEMENT FOR 1115 S. PENNSYLVANIA AVE**

**RESOLUTION # 19 – 356**

WHEREAS, Ingham County Health Department (ICHD) wishes to extend the lease agreement with CAMAO, Properties LLC for 1115 S. Pennsylvania Avenue an additional three years effective October 1, 2019 through September 30, 2022; and

WHEREAS, the Willow Community Health Center, located at 306 W. Willow St., will be moving into the 1115 S. Pennsylvania site; and

WHEREAS, this move will increase the square feet of space for patient care by 2,816 square feet; and

WHEREAS, currently the rent for 1115 S. Pennsylvania Ave. is \$208,073.72 a year; and

WHEREAS, with the amended agreement, the cost will be \$167,944.48, a savings of \$40,129.24; and

WHEREAS, there is also a cost savings of \$82,958 once the Willow site closes down and moves into the 1115 S. Pennsylvania Ave. location; and

WHEREAS, the comparative square footage cost is as follows; and

Period	Rent/Sq. Ft.	Monthly Rental	Period Rental
10/1/2019 - 9/30/2020	\$15.50	\$13,324.83	\$159,898.00
10/1/2020 – 9/30/2021	\$15.89	\$13,660.10	\$163,921.24
10/1/2021 – 9/30/2022	\$16.28	\$13,995.37	\$167,944.48

WHEREAS, the Ingham Community Health Center Board of Directors supports extending the lease agreement for 1115 S. Pennsylvania Avenue an additional three years effective October 1, 2019 through September 30, 2022; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize extending the lease agreement for 1115 S. Pennsylvania Avenue an additional three years effective October 1, 2019 through September 30, 2022.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize extending the lease agreement with CAMAO, Properties LLC for 1115 S. Pennsylvania Avenue an additional three years effective October 1, 2019 through September 30, 2022.

**AUGUST 27, 2019 REGULAR MEETING**

BE IT FURTHER RESOLVED, base rent during the term of the agreement shall be as follows:

<b>Period</b>	<b>Rent/Sq. Ft.</b>	<b>Monthly Rental</b>	<b>Period Rental</b>
10/1/2019 - 9/30/2020	\$15.50	\$13,324.83	\$159,898.00
10/1/2020 – 9/30/2021	\$15.89	\$13,660.10	\$163,921.24
10/1/2021 – 9/30/2022	\$16.28	\$13,995.37	\$167,944.48

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

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

**Nays:** None **Absent:** None **Approved 08/19/2019**

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

**Nays:** None **Absent:** None **Approved 08/21/2019**

Adopted as part of a consent agenda.

**AUGUST 27, 2019 REGULAR MEETING**

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 47**

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH WEST INTERACTIVE SERVICES**

**RESOLUTION # 19 – 357**

WHEREAS, Ingham County Health Department (ICHD) wishes to renew the agreement with West Interactive Services (WISC Televox) to provide laboratory test results for patients within the HIV/STI Prevention Program and to provide appointment reminders to patients of Immunizations and patients of the Ingham Community Immunization Health Centers (IHCs); and

WHEREAS, this software will allow patients to be sent reminders in the evenings and on weekends and will allow these reminders to be sent via phone call, email, and text message; and

WHEREAS, this approved patient communication is expected to decrease the amount of missed appointments in these offices which would lead to improved immunization rates and health outcomes; and

WHEREAS, this assessment will be effective July 1, 2019 through June 30, 2022 at the rates outlined in WISC's proposal; and

WHEREAS, the Health Officer recommends approval of the agreement between ICHD and WISC to provide test results and appointment reminders to HIV/STI, Immunizations and the IHCs at the cost outlined in WISC Televox's proposal, effective July 1, 2019 through June 30, 2022.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize an agreement between ICHD and WISC to provide test results and appointment reminders to HIV/STI, Immunizations and the IHCs at the cost outlined in WISC Televox's proposal, effective July 1, 2019 through June 30, 2022.

BE IT FURTHER RESOLVED, voice, email & text messages will be billed at \$0.10 per contact and call transfers at \$0.08 per call, with lab calls billed at a minimum of \$100.00 per month.

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

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

**HUMAN SERVICES: Yeas:** Tennis, Trubac, Sebolt, Morgan, Slaughter, Stivers, Naeyaert  
**Nays:** None **Absent:** None **Approved 08/19/2019**

**AUGUST 27, 2019 REGULAR MEETING**

**FINANCE: Yeas:** Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville  
**Nays:** None **Absent:** None **Approved 08/21/2019**

Adopted as part of a consent agenda.

DRAFT

**AUGUST 27, 2019 REGULAR MEETING**

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 48**

Introduced by the Law & Courts Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO DEDICATE A SECTION OF BARNES ROAD:  
“THE SERGEANT PAUL COLE MEMORIAL ROADWAY”**

**RESOLUTION # 19 – 358**

WHEREAS, Sergeant Paul Cole began his career at the Ingham County Sheriff's Office in October 1977; and

WHEREAS, in the following years of service, he held a variety of positions including assignment to the Canine Unit and a promotion to the rank of Sergeant on September 2, 1995; and

WHEREAS, on October 6, 1996, while responding to a domestic disturbance call, Sergeant Paul Cole bravely and valiantly lost his life in the line of duty as the result of a car accident in the yard of 3821 West Barnes Road; and

WHEREAS, Sergeant Paul Cole was the first Deputy to die in the line of duty in the history of the Ingham County Sheriff's Office; and

WHEREAS, to honor Sergeant Paul Cole and to keep his memory alive, members of the Ingham County Sheriff's Office wish to dedicate the roadway near 3821 West Barnes Road “The Sergeant Paul Cole Memorial Roadway”; and

WHEREAS, the Ingham County Road Department has offered to facilitate and donate the signage necessary to properly designate and recognize the site.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the dedication of a section of Barnes Road near 3821 West Barnes Road “The Sergeant Paul Cole Memorial Roadway”.

**LAW & COURTS: Yeas:** Koenig, Slaughter, Celentino, Crenshaw, Polsdofer, Trubac, Schafer  
**Nays:** None **Absent:** None **Approved 08/15/2019**

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

Commissioner Koenig presented the resolution.

The motion carried unanimously by roll call vote.

**AUGUST 27, 2019 REGULAR MEETING**

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 49**

Introduced by the Law & Courts Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO HONOR SERGEANT JEFFREY WEISS OF THE  
INGHAM COUNTY SHERIFF'S OFFICE**

**RESOLUTION # 19 – 359**

WHEREAS, Sergeant Jeffrey Weiss was hired by the Ingham County Sheriff's Office as a Deputy in October 1994 assigned to the Corrections Division and transferred to the Road Patrol in 1996 and since that time has proudly served in nearly every division of the Ingham County Sheriff's Office; and

WHEREAS, Sergeant Jeffrey Weiss was assigned to the traffic unit in 1997, and became an Accident Reconstructionist requiring extensive and challenging training and he also became a Precision Driving Instructor, RADAR/LIDAR Instructor, and joined the Marine Unit during this time; and

WHEREAS, he also became certified as a Field Training Officer, using his knowledge skills and abilities to train many new Deputies; and

WHEREAS, Sergeant Jeffrey Weiss was assigned to the Veterans Memorial Courthouse in 2001, serving the Judges and community at the Circuit Court; and

**WHEREAS**, Sergeant Jeffrey Weiss was transferred to the D.A.R.E. Unit in 2004, and became a D.A.R.E. Instructor, teaching Ingham County School District Students the skills they need to avoid involvement in drugs, gangs, and violence; and how to resist peer pressure and live productive drug and violence-free lives; and

WHEREAS, Sergeant Jeffrey Weiss was promoted to Sergeant in 2006 serving as the K9 Unit Supervisor and County Road Patrol; and

WHEREAS, Sergeant Jeffrey Weiss was assigned to the Training Unit as the Training Sergeant in 2008, and during this time he became a valuable instructor in many disciplines including Less Lethal Munitions, TASER, and Active Violence, also attending the MSU School of Staff & Command, an intensive leadership program for Law Enforcement Supervisors; and

WHEREAS, Sergeant Jeffrey Weiss served as a Corrections Division Sergeant in 2011, and a Delhi Division Sergeant in 2012; and

WHEREAS, Sergeant Jeffrey Weiss was transferred to the Emergency Operations Center in 2015, supervising the Emergency Operations Center, representing Ingham County in the Region 1 Homeland Security Planning Board, and serving as the Planning Board Chairperson for 2016, and he also earned the Professional Emergency Manager designation, a very in depth qualification to achieve; and

## AUGUST 27, 2019 REGULAR MEETING

WHEREAS, Sergeant Weiss handled the ISC Plating Fire just weeks after taking the EOC assignment in 2015, annually prepared the Ingham County Fair Emergency Plans, and handled numerous weather-related EOC activations, and other special events; and

WHEREAS, throughout his career, Sergeant Jeffrey Weiss was a dedicated employee and served with honor, respect, and integrity, and his teaching and leadership for his co-workers, the Emergency Management community, and Ingham County School District students, helped make our community a safer place to live, work and play; and

WHEREAS, after 25 years of dedicated service safeguarding the citizens of Ingham County, Sergeant Jeffrey Weiss is retiring on September 13th, 2019.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby thanks Sergeant Jeffrey Weiss for his 25 years of dedicated service to the citizens of Ingham County and wishes him continued success in all of his future endeavors.

**LAW & COURTS: Yeas:** Koenig, Slaughter, Celentino, Crenshaw, Polsdofer, Trubac, Schafer  
**Nays:** None **Absent:** None **Approved 08/15/2019**

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

The motion carried unanimously.

Commissioner Koenig presented the resolution.

Sergeant Jeffrey Weiss thanked the Board of Commissioners for their support. He recalled good memories with Sergeant Paul Cole.

Chairperson Crenshaw thanked Sergeant Weiss and congratulated him on his retirement.



**AUGUST 27, 2019 REGULAR MEETING**

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 50**

Introduced by the Law & Courts Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO HONOR GUY L. SWEET OF THE INGHAM COUNTY  
PROSECUTOR'S OFFICE**

**RESOLUTION # 19 – 360**

WHEREAS, Guy L. Sweet has been a distinguished member of the Ingham County Prosecutor's Office since 1983; and

WHEREAS, Guy L. Sweet began his career with the Ingham County Prosecutor's Office as an Assistant Prosecuting Attorney, and from 1983 to 1995 he was assigned to the District Court Unit, the Probate Unit, and the Appeals Unit,

WHEREAS, in 1995, Guy L. Sweet was designated a Unit Chief where he served at various times as the supervisor for the District Court Unit, Circuit Court Unit, Appeals Unit, the Juvenile Court Unit, and the Family Support Unit; and

WHEREAS, in addition to handling numerous high profile cases, he created the first Drug Forfeiture Unit for the Ingham County Prosecutor's Office in 1988; and

WHEREAS, in service to his fellow assistant prosecuting attorneys, Guy L. Sweet served as President of the ICEA Assistant Prosecuting Attorney's Division collective bargaining unit for more than 15 years; and

WHEREAS, between 2012 and 2015 Guy L. Sweet served as the Secretary, Vice President, and President of the Prosecuting Attorney Family Support Forum; and

WHEREAS, in 2015 he received the Outstanding Prosecuting Attorney Supervisor Award from the Michigan Family Support Council; and

WHEREAS, during his career, Guy L. Sweet has been recognized numerous times state wide for his performance, dedication, and professionalism thereby enhancing the reputation of the Ingham County Prosecutor's Office and the County of Ingham; and

WHEREAS, during his distinguished career serving the citizens of Ingham County, Guy L. Sweet has served as a resource, guide, and mentor, setting the highest standards for advocacy and civility for his fellow assistant prosecuting attorneys; and

WHEREAS, after 36 years of dedicated service to the citizens of Ingham County, Guy L. Sweet is retiring from the county on August 31<sup>st</sup>, 2019.

## AUGUST 27, 2019 REGULAR MEETING

THEREFORE IT BE RESOLVED, that the Ingham County Board of Commissioners hereby honors Guy L. Sweet for 36 years of dedicated service to the citizens of Ingham County and the State of Michigan while wishing him continued success in all of his future endeavors.

**LAW & COURTS: Yeas:** Koenig, Slaughter, Celentino, Crenshaw, Polsdofer, Trubac, Schafer  
**Nays:** None **Absent:** None **Approved 08/15/2019**

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

The motion carried unanimously.

Commissioner Koenig presented the resolution.

Guy Sweet stated that many people probably did not realize how big a role the Board of Commissioners played in his life, as his father was a Commissioner from 1973-1989. He recalled a story from a Law and Courts Committee meeting where Commissioner Grady J. Porter, fed up with a lengthy conversation, declared, "We ain't gonna talk about the dog no more," which then became a mantra in the Sweet household.

Mr. Sweet thanked the Board of Commissioners for their continued support of the Prosecutor's Office and for their service. He further stated that he doubted most people truly understood how hard local governance was.

Chairperson Crenshaw thanked Mr. Sweet.

**AUGUST 27, 2019 REGULAR MEETING**

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 51**

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH ICS HOLDINGS LLC. TO LEASE  
SPACE FOR THE 9-1-1 CENTER'S PUBLIC SAFETY RADIO SYSTEM REPLACEMENT PROJECT**

**RESOLUTION # 19 – 361**

WHEREAS, space is needed for the Public Safety Radio System Replacement Project; and

WHEREAS, property located at 4213 Legacy Parkway, Lansing Michigan will provide the necessary space to accomplish this type of project; and

WHEREAS, it is the recommendation of both the Facilities Department and 9-1-1 Center to enter into a lease agreement with ICS Holdings LLC. for the period of December 1<sup>st</sup> 2019 thru May 31<sup>st</sup> 2021 with a six month option to renew, for the monthly amount of \$3,710.00 that does not include utilities, which will be paid for separately from the same fund account; and

WHEREAS, funds are available in the 9-1-1 Emergency Telephone Fund.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a lease agreement with ICS Holdings LLC., for the property located at 4213 Legacy Parkway, Lansing, Michigan for the period of December 1<sup>st</sup> 2019 thru May 31<sup>st</sup> 2021 with a six month option to renew for the monthly price of \$3,710.00.

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

**LAW & COURTS: Yeas:** Koenig, Slaughter, Celentino, Crenshaw, Polsdofer, Trubac, Schafer  
**Nays:** None **Absent:** None **Approved 08/15/2019**

**COUNTY SERVICES: Yeas:** Celentino, Stivers, Grebner, Sebolt, Maiville, Naeyaert  
**Nays:** None **Absent:** Koenig **Approved 08/20/2019**

**FINANCE: Yeas:** Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville  
**Nays:** None **Absent:** None **Approved 08/21/2019**

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

Commissioner Schafer stated that he wanted to disclose that his son previously rented the property in question.

**AUGUST 27, 2019 REGULAR MEETING**

He further stated that he was not a broker and neither he nor his son benefitted in any way.

The motion carried unanimously.

DRAFT

**AUGUST 27, 2019 REGULAR MEETING**

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 52**

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH VIDCOM SOLUTIONS FOR THE  
ACCESS CONTROL AT MULTIPLE INGHAM COUNTY FACILITIES**

**RESOLUTION # 19 – 362**

WHEREAS, multiple Ingham County locations are in need of an additional burglar alarm system and access controls for security purposes; and

WHEREAS, these locations are as follows:

- At the Human Services Building, additional electronic card swipes in several different areas throughout the Health Department for the cost of \$14,203.36.
- At the Ingham County Family Center, additional electronic card swipes for several interior and exterior doors throughout the building for the cost of \$9,281.91.
- At the Grady Porter Building; Public Defender's Office, an additional electronic card swipe for the cost of \$2,150.48; Prosecutors Office, an additional electronic card swipe for the cost of \$2,150.48; and Pretrial Services, an additional electronic card swipe and additional panic buttons for the cost of \$5,256.69.
- At the Public Defender's Office located at 320 N. Washington Square, the new access control system will consist of several electronic card swipes and a burglar system for the cost of \$15,893.58 which includes 12-months of monitoring services; and

WHEREAS, it is the recommendation of the Facilities Department to enter into an agreement Vidcom Solutions who submitted the lowest responsive and responsible proposal of \$48,936.50 for additional burglar alarm and access controls for the above listed locations; and

WHEREAS, funds for this project are available through the following line item numbers:

Human Services Building – 221-60000-743100-1000  
Ingham County Family Center – 264-66400-976000  
Pretrial Services – 207-37014-931000  
Prosecutor's Office – 298-67300-976000  
Public Defender's Office – 260-28200-931000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Vidcom Solutions, 15559 South US 27, Lansing, Michigan 48906 for the access controls at multiple Ingham County facilities for an amount not to exceed \$48,936.50.

## AUGUST 27, 2019 REGULAR MEETING

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

**LAW & COURTS: Yeas:** Koenig, Slaughter, Celentino, Crenshaw, Polsdofer, Trubac, Schafer  
**Nays:** None **Absent:** None **Approved 08/15/2019**

**COUNTY SERVICES: Yeas:** Celentino, Stivers, Grebner, Sebolt, Maiville, Naeyaert  
**Nays:** None **Absent:** Koenig **Approved 08/20/2019**

**FINANCE: Yeas:** Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville  
**Nays:** None **Absent:** None **Approved 08/21/2019**

Adopted as part of a consent agenda.

**AUGUST 27, 2019 REGULAR MEETING**

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 53**

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE THE PURCHASE OF A NEW MOBILE  
ADOPTIONS TRANSPORT VEHICLE**

**RESOLUTION # 19 – 363**

WHEREAS, the Ingham County Animal Shelter has a mobile adoptions van to transport shelter animals to and from adoption events as well as tables/supplies to outreach events; and

WHEREAS, the present vehicle is in need of replacement as it was purchased in 2005 (approaching 15 years old) and has over 143,150 miles; and

WHEREAS, in addition to the high miles the vehicle is consistently in and out of the repair shop for repairs costing continued fees for maintenance to keep the vehicle road safe; and

WHEREAS, animal shelter staff and volunteers have expressed concerns for safety due to the unreliability if the vehicle continues to be used on a regular basis; and

WHEREAS, in March of 2019 Deborah (Debbie) Guerre, a very active volunteer a number of years ago at the Ingham County Animal Shelter, unexpectedly passed away; and

WHEREAS, Debbie's passion with volunteering at the shelter was focused on her love for community outreach and finding shelter pit bulls new homes; and

WHEREAS, upon her passing, ICAC was notified that Debbie named the Ingham County Animal Shelter as her beneficiary and has recently received several checks totaling over \$100,000 as a result; and

WHEREAS, the ICAC shelter seeks to purchase a new mobile adoption vehicle, outfitting, and decals with the funding, and a plaque will be placed on the van "In memory of Debbie Guerre" to thank her for her long lasting generous financial contribution to the ICAC shelter; and

WHEREAS, a request is made to purchase a new 2020 Ford Transit Van including outfitting and decals anticipated to cost approximately \$60,000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes the purchase of a new 2020 Ford Transit Van with outfitting and decals from Gorno Ford with the donated funds at a not-to-exceed cost of \$60,000.

BE IT FURTHER RESOLVED, that the Controller/Administrator is directed to make the necessary budget transfers authorized by this resolution.

**AUGUST 27, 2019 REGULAR MEETING**

**LAW & COURTS: Yeas:** Koenig, Slaughter, Celentino, Crenshaw, Polsdofer, Trubac, Schafer  
**Nays:** None **Absent:** None **Approved 08/15/2019**

**FINANCE: Yeas:** Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville  
**Nays:** None **Absent:** None **Approved 08/21/2019**

Adopted as part of a consent agenda.

DRAFT



**AUGUST 27, 2019 REGULAR MEETING**

**ADOPTED – AUGUST 27, 2019  
AGENDA ITEM NO. 54**

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION FOR THE RENEWAL AND EXTENSION OF THE  
TECHNICAL SERVICES AGREEMENT WITH WORD SYSTEMS, INC.**

**RESOLUTION # 19 – 364**

WHEREAS, the Ingham County Board of Commissioners operates the 9-1-1 Emergency Telephone Dispatch System through the Ingham County 9-1-1 Central Dispatch Center; and

WHEREAS, the Ingham County Board of Commissioners last approved, under Resolution #18-405, the Technical Services Agreement (warranty, service and support) for the 9-1-1 Center's NICE logging recorder system with Word Systems, Inc.; and

WHEREAS, the system maintenance and support contract is needed with an extension of the current contract effective October 1, 2019 to properly maintain our NICE logging recorder; and

WHEREAS, a longer term, five-year Technical Services Agreement contract with Word Systems, Inc. will save Ingham County 9-1-1 more than 32% of the costs of renewing the same agreement annually over that same five year period; and

WHEREAS, the 9-1-1 Director is recommending that the Ingham County Board of Commissioners approve the continuation and extension of the Technical Services Agreement with Word Systems, Inc. for the current 9-1-1 telephone system through September 30, 2024; and

WHEREAS, the 9-1-1 Center budget does contain funding for the continuation of this system maintenance and support with Word Systems, Inc.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes extending the contract with Word Systems, Inc. for system maintenance and support for the period of October 1, 2019 through September 30, 2024 for a total cost of \$75,637.00.

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

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

**LAW & COURTS: Yeas:** Koenig, Slaughter, Celentino, Crenshaw, Polsdofer, Trubac, Schafer  
**Nays:** None **Absent:** None **Approved 08/15/2019**

**AUGUST 27, 2019 REGULAR MEETING**

**FINANCE: Yeas:** Grebner, Morgan, Tennis, Crenshaw, Polsdofer, Schafer, Maiville  
**Nays:** None **Absent:** None **Approved 08/21/2019**

Adopted as part of a consent agenda.

DRAFT

## AUGUST 27, 2019 REGULAR MEETING

### **SPECIAL ORDERS OF THE DAY**

Commissioner Slaughter moved to reappoint the following members to their respective boards/commissions:

Tim Barron	Community Corrections Advisory Board
John Cameron	Equal Opportunity Committee
Christopher Jackson	Equal Opportunity Committee
Alexander Rusek	Equal Opportunity Committee
Becky Brimley	EDC Board of Directors
Kim Coleman	Department of Human Services Board
Beth Contreras	Animal Control Shelter Advisory Board
Diana Galbraith	Animal Control Shelter Advisory Board
Jennifer Hannah	Community Health Center Board
Daphne Whitfield	Community Health Center Board
Rachel Ruddock	Community Health Center Board
Hope Lovell	Community Health Center Board
Garry Rowe	Board of Health
Sarah Surface Evans	Historical Commission
Loren Shattuck	Historical Commission
Kate Sonka	Ingham County Family Center Advisory Board
Cheryl Bergman	Potter Park Zoo Board
Mary Hauser	Potter Park Zoo Board
Naomi Glogower	Womens Commission
Tracy Wimmer	Womens Commission

Commissioner Naeyaert supported the motion.

The motion carried unanimously.

Commissioner Slaughter moved to appoint the following commissioners to the Health Millage Subcommittee:

- Commissioner Tennis (Chairperson)
- Commissioner Sebolt (Vice Chairperson)
- Commissioner Morgan
- Commissioner Naeyaert
- Commissioner Slaughter
- Commissioner Stivers
- Commissioner Trubac

Commissioner Tennis supported the motion.

The motion carried unanimously.

## **AUGUST 27, 2019 REGULAR MEETING**

Commissioner Slaughter moved to appoint the following commissioners to the MIDC:

Chairperson Crenshaw  
Commissioner Slaughter  
Commissioner Koenig

Commissioner Schafer supported the motion.

The motion carried unanimously.

### **PUBLIC COMMENT**

Carol Siemon, Ingham County Prosecutor, stated that Guy Sweet was a long-time colleague of hers since she started at the Prosecutor's Office. She further stated that Mr. Sweet was a mentor to her from the beginning and it had been a great honor to work with him.

### **COMMISSIONER ANNOUNCEMENTS**

Commissioner Tennis stated that the first meeting of the Health Millage Subcommittee would be on Monday, September 16, 2019 at 5:30 p.m. in Personnel Conference Room "D & E" of the Human Services Building, 5303 S. Cedar Street, Lansing, Michigan.

Chairperson Crenshaw stated that Wednesday, September 28<sup>th</sup> was the County Services Committee Budget meeting and Thursday, September 29<sup>th</sup> was the Law and Courts Committee Budget meeting. He further stated that the time and location for both meetings would be 6:00 p.m. in Personnel Conference Room "D & E" of the Human Services Building, 5303 S. Cedar Street, Lansing, Michigan.

### **CONSIDERATION AND ALLOWANCE OF CLAIMS**

Commissioner Morgan moved to pay the claims in the amount of \$26,021,897.33. Commissioner Koenig supported the motion.

The motion carried unanimously.

### **ADJOURNMENT**

The meeting was adjourned at 7:05 p.m.

19-8-89

**RESOLUTION TO REQUEST WAIVER OF HEALTH AND REHABILITATION  
SERVICES MEDICAID AUDIT TAKEBACK**

**AUGUST 21, 2019**

**Introduced by the Health and Human Services Committee**

Commissioner Pearl-Wright moved for the approval of the following resolution. Seconded by Commissioner Haskell.

WHEREAS, Eaton County Health and Rehabilitation Services (ECHRS) has received citations and fines from the Department of Licensing and Regulatory Affairs Licensing Division related to failure to provide frequent and adequate monitoring for residents with specific behaviors (i.e. repeat falls and improper touching of others) and medical conditions; and

WHEREAS, long-term care regulations require ECHRS provide all necessary services to its residents; and

WHEREAS, to comply with these regulations and in response to these prior citations ECHRS created the Safety Sitter Program; and

WHEREAS, this program provides one-to-one oversight for residents that have been assessed and identified as needing close monitoring because of their medical conditions and behaviors; and

WHEREAS, the need for additional oversight and care for this specific vulnerable population is essential in order to prevent falls, elopements, abuse of other residents, hospital readmissions, and reduce healthcare spending overall; and

WHEREAS, The Department of Health and Human Services contends that since one safety sitter is assigned to one resident at a time it would be considered Private Duty staff which Medicaid does not pay for and has removed the safety sitter labor costs from the Medicaid Cost report (FY 13,14,15,16), as it would be considered an unallowable cost; and

WHEREAS, ECHRS received reimbursement for these expenses and would have to repay \$191,548 to the Department.

NOW, THEREFORE BE IT RESOLVED, that the Eaton County Board of Commissioners requests the Department of Health and Human Services to change its administrative interpretation of the regulations to allow for the reimbursement of its Safety Sitter Program for it to adequately meet its long-term care requirements; and

BE IT FURTHER RESOLVED, that reimbursement of the costs determined to be ineligible for FY 13,14,15,16 be waived; and

BE IT FURTHER RESOLVED, that copies of this resolution be provided to Governor Gretchen Whitmer, Senator Thomas Barrett, Representative Angela Witwer, Representative Sarah Lightner, Michigan Department of Health and Human Services Director Robert Gordon, Michigan Department of Licensing and Regulatory Affairs Director Orlene Hawks, the Michigan Association of Counties, the Michigan Association of County Medical Care Facilities and the other 82 Michigan counties. Carried.

COUNTY OF EATON )  
STATE OF MICHIGAN ) SS

I, Diana Bosworth, Clerk of the Eaton County Board of Commissioners do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Board at its meeting held on August 21, 2019 and is on file in the Eaton County Clerk's office. J

Dated: August 27, 2019  
[Signature]  
Deputy Clerk

# Iosco County Board of Commissioners

COURT HOUSE  
Tawas City, Michigan 48763

## RESOLUTION

### TRIAL COURT FUNDING COMMISSION INTERIM REPORT

DATE: August 21, 2019

**WHEREAS**, the County Clerks in Michigan have a constitutional stake in the trial court funding question, but were excluded from participation in the Trial Court Funding Commission. The County Clerks have a unique relationship with the courts and a perspective that should be heard when making recommendations for substantial changes.

**WHEREAS**, the goal of Public Act 65 of 2017 was to create a Trial Court Funding Commission to "review and recommend changes to the trial court funding system in light of *People v. Cunningham*".

**WHEREAS**, the vast majority of the Interim Report deals with the consolidation of all local court staff and operations under state control but does not solve the funding problems that *Cunningham* created (simply moving collections of fines and costs and payment of court salaries/benefits to the state does not mitigate the fact that we will still not be funded adequately).

**WHEREAS**, centralized control of our court process does not necessarily serve the best interest of the public. The County Clerks believe that local judges and citizens are better served by local custodial control. It has been proven to be a more responsive method of serving their needs.

**WHEREAS**, research of other state-funded court systems has shown that state funding creates a culture of complacency that tolerates delay. Accountability is removed from the local level and placed in the hands of bureaucrats in state government who are less connected to the people.

**WHEREAS**, we are concerned that transferring funding to state control would tether the judicial branch to the short term whims of the legislative and executive branches even more than they exist already. In the event of a lack of state funding (government shutdown) this process would also force the shutdown of the court system, resulting in constitutional violation of due process.

**WHEREAS**, it is critical to note that the finding of 46th Circuit Trial Court v. County of Crawford, 2006:143 states directly: "In order for the judicial branch to carry out its constitutional responsibilities as envisioned by the Constitution of 1963, art3, SS 2, the Judiciary cannot be totally beholden to legislative determinations regarding its budgets."

**WHEREAS**, this Interim Report recommends altering the Michigan Constitution to provide that circuit court clerks are employed by the court and under the supervision of state government rather than the County Clerk.

**WHEREAS**, County Clerks serve a critical role in the judicial system. They are constitutionally mandated to ensure the integrity of the records and protecting the best interests of our citizens. Removing County Clerks from the picture would serve as substantial disruption to the purpose that we serve.

**NOW, THEREFORE, BE IT RESOLVED**, the Iosco County Board of Commissioners are opposed to the Trial Court Funding Commission Interim Report dated April 8, 2019. We believe that it is imperative to maintain local control and accountability because that is how our constituents are best served. We strongly oppose this Interim Report and possible pending legislation and encourage the other 82 Michigan counties to join us.

**BE IT FURTHER RESOLVED**, that a copy of this resolution be forwarded to Governor Gretchen Whitmer, Senator Stamas, Representative Kilde, the Michigan Association of Counties and the other 82 Michigan Counties.

Move:



Support:



Roll Call: Ayes

5

Nays

0

Absent

0



RESOLUTION 118-2019

Grand Traverse County Resolution in Support of Line 5 Tunnel

WHEREAS, Enbridge's Line 5, has been operating safely and reliably in the Straits of Mackinaw for more than 66 years; and,

WHEREAS, Enbridge's Line 5, a light crude and natural gas liquids pipeline, helps to safely meet Michigan's energy needs by fulfilling more than half of the propane needs of the state; and,

WHEREAS, the products delivered to regional refineries provide jobs and ultimately fuel our lives; and,

WHEREAS, multiple and extensive inspections and safety tests over the last several years have confirmed the integrity of Line 5 at the Straits of Mackinac as fit for service.

WHEREAS, Consequences to energy supply, local producers, regional airports and refineries, jobs, local economies and the pocketbook of Michiganders across the entire state are too great for Line 5 to be shut down before the tunnel replacement can be completed;

WHEREAS, within Grand Traverse and Leelanau counties BATA (Bay Area Transportation Authority) busses run clean emission free propane, a fuel which is transported through Line 5, to offer vehicle life cycle greenhouse (GHG) emissions benefits over conventional fuels.

WHEREAS, Issues have been raised by several concerned parties regarding the possibility and impact of a breach of Line 5 into the Straits of Mackinac. These concerns have resulted In the State of Michigan and Enbridge negotiating an "agreement" for a 5 year \$500 million project, to construct a tunnel 100 feet below bedrock to encase Line 5, the entire length of the Straits, in one-foot-thick concrete walls in order to mitigate chances of any leaks of product into the Great Lakes.

WHEREAS, the recently elected Michigan Attorney General, Dana Nessel has subsequently opposed the negotiated "agreement" and filed a lawsuit in Ingham County Circuit Court to close down Line 5 immediately effectively canceling all efforts to begin construction of the tunnel; and,

WHEREAS, this action may very well provide unintended consequents for all parties as the litigation to close down Line 5 may take years to be resolved in the courts with no assurance of the outcome and;

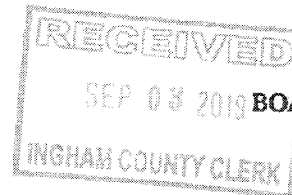
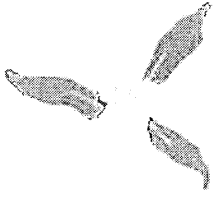
WHEREAS, the time to resolve the litigation may simply result in the delay of the start of the construction of the tunnel thereby leaving the existing Line 5 in place unnecessarily for several additional years.

WHEREAS, Enbridge has demonstrated a willingness to work with the state to both protect the Great Lakes and ensure the continued safe delivery of energy we all rely on.

NOW, THEREFORE, BE IT RESOLVED that the Grand Traverse County Board of Commissioners hereby joins with Dickinson County in extending its support for Enbridge's proposed tunnel replacement project and urges the State of Michigan to work with Enbridge to complete the tunnel project as quickly as possible and not disrupt Line 5 service before the tunnel can be completed.

AND BE IT FURTHER RESOLVED that Grand Traverse County sends this resolution to all counties of Michigan as an invitation to join in expressing support for increasing the safety of our current energy infrastructure as our society simultaneously seeks energy efficiencies and energy alternatives that will continue to reduce negative impacts and risks to our environment.

APPROVED: August 21, 2019



ANTRIM COUNTY  
BOARD OF COMMISSIONERS  
P.O. Box 520  
Bellaire, Michigan 49615  
Phone (231) 533-6353  
Fax (231) 533-6935  
Chairman: Edgar Boettcher, III

August 26, 2019

At the August 15, 2019 meeting of the Antrim County Board of Commissioners, the following Resolution was offered:

**Resolution #21-2019** By Karen Bargy, seconded by Brenda Ricksgers

**TRIAL COURT FUNDING COMMISSION INTERIM REPORT**

**WHEREAS**, the County Clerks in Michigan have a constitutional stake in the trial court funding question, but were excluded from participation in the Trial Court Funding Commission. The County Clerks have a unique relationship with the courts and a perspective that should be heard when making recommendations for substantial changes.

**WHEREAS**, the goal of Public Act 65 of 2017 was to create a Trial Court Funding Commission to "review and recommend changes to the trial court funding system in light of *People v. Cunningham*".

**WHEREAS**, the vast majority of the Interim Report deals with the consolidation of all local court staff and operations under state control but does not solve the funding problems that *Cunningham* created (simply moving collections of fines and costs and payment of court salaries/benefits to the state does not mitigate the fact that we will still not be funded adequately).

**WHEREAS**, centralized control of our court process does not necessarily serve the best interest of the public. The County Clerks believe that local judges and citizens are better served by local custodial control. It has been proven to be a more responsive method of serving their needs.

**WHEREAS**, research of other state-funded court systems has shown that state funding creates a culture of complacency that tolerates delay. Accountability is removed from the local level and placed in the hands of bureaucrats in state government who are less connected to the people.

**WHEREAS**, we are concerned that transferring funding to state control would tether the judicial branch to the short term whims of the legislative and executive branches even more than they exist already. In the event of a lack of state funding (government shutdown) this process would also force the shutdown of the court system, resulting in constitutional violation of due process.

**WHEREAS**, it is critical to note that the finding of 46th Circuit Trial Court v. County of Crawford, 2006:143 states directly: "In order for the judicial branch to carry out its constitutional responsibilities as envisioned by the Constitution of 1963, art3, SS 2, the judiciary cannot be totally beholden to legislative determinations regarding its budgets."

**RESOLUTION #21-2019 Continued.**

**WHEREAS**, this Interim Report recommends altering the Michigan Constitution to provide that circuit court clerks are employed by the court and under the supervision of state government rather than the County Clerk.

**WHEREAS**, County Clerks serve a critical role in the judicial system. They are constitutionally mandated to ensure the integrity of the records and protecting the best interests of our citizens. Removing County Clerks from the picture would serve as substantial disruption to the purpose that we serve.

**NOW, THEREFORE, BE IT RESOLVED**, the Antrim County Board of Commissioners are opposed to the Trial Court Funding Commission Interim Report dated April 8, 2019. We believe that it is imperative to maintain local control and accountability because that is how our constituents are best served. We strongly oppose this Interim Report and possible pending legislation and encourage the other 82 Michigan counties to join us.

**BE IT FURTHER RESOLVED**, that a copy of this resolution be forwarded to Governor Gretchen Whitmer, Senator Wayne Schmidt, Representative Triston Cole, the Michigan Association of Counties and the other 82 Michigan Counties.

Yes – David Heeres, Joshua Watrous, Karen Bargy, Ed Boettcher, Brenda Ricksgers,  
Dawn LaVanway, Jason Helwig, Christian Marcus;

No- None;

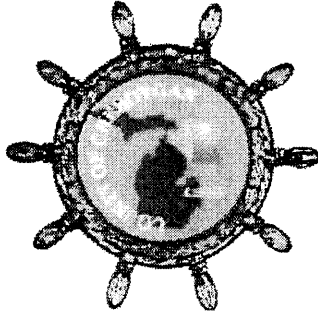
Absent – None.

**RESOLUTION #21-2019 DECLARED ADOPTED.**

ANTRIM COUNTY CLERK, BELLAIRE, MI  
STATE OF MICHIGAN, COUNTY OF ANTRIM, ss  
I, Sheryl A. Guy, Clerk of the County of Antrim, do  
certify the above is a true and exact copy of the  
original record now remaining in this office.

IN TESTIMONY WHEREOF, I have set my hand  
and official seal of the County of Antrim

this 26th day of August, 2019  
Sheryl A. Guy County Clerk



## BOARD OF COMMISSIONERS

County Building

P.O. Box 70, Room 131

Cheboygan, Michigan 49721

Tel ~ (231) 627-8855

Fax ~ (231) 627-8881

E-mail ~ ccao@cheboygancounty.net

### Resolution 19-13

#### CHEBOYGAN COUNTY RESOLUTION IN SUPPORT OF LINE 5 TUNNEL

**WHEREAS**, Enbridge's Line 5 has been operating safely and reliably in Straits of Mackinac for more than 66 years; and

**WHEREAS**, Enbridge's Line 5, a light crude and natural gas liquids pipeline, helps to safely meet Michigan's energy needs by fulfilling more than half of the propane needs of the state; and

**WHEREAS**, the products delivered to regional refineries provide jobs and ultimately fuel our lives; and

**WHEREAS**, multiple and extensive inspections and safety tests over the last several years have confirmed the integrity of Line 5 at the Straits of Mackinac as fit for service.

**WHEREAS**, Consequences to energy supply, local producers, regional airports and refineries, jobs, local economies and the pocketbook of Michiganders across the entire state are too great for Line 5 to be shut down before the tunnel replacement can be completed.

**WHEREAS**, Issues have been raised by several concerned parties regarding the possibility and impact of a breach of Line 5 into the Straits of Mackinac. These concerns have resulted in the State of Michigan and Enbridge negotiating an "agreement" for a 5 year \$500 million project, to construct a tunnel 100 feet below bedrock to encase Line 5, the entire length of the Straits, in one-foot-thick concrete walls in order to mitigate chances of any leaks of product into the Great Lakes.

**WHEREAS**, the recently elected Michigan Attorney General, Dana Nessel has subsequently opposed the negotiated "agreement" and filed a law-suit in Ingham County Circuit Court to close down Line 5 immediately effectively canceling all efforts to begin construction of the tunnel; and

**WHEREAS**, this action may very well provide unintended consequents for all parties as the litigation to close down Line 5 may take years to be resolved in the courts with no assurance of the outcome and;

**WHEREAS**, the time to resolve the litigation may simply result in the delay of the start of the construction of the tunnel thereby leaving the existing Line 5 in place unnecessarily for several additional years.

**WHEREAS**, Enbridge has demonstrated a willingness to work with the state to both protect the Great Lakes and ensure the continued safe delivery of energy we all rely on.

District 1  
Mary Ellen Tryban

District 2  
Richard B. Sangster  
Vice-Chairman

District 3  
Michael Newman

District 4  
Cal Gouline

District 5  
Roberta Matelski

District 6  
John B. Wallace  
Chair

District 7  
Steve Warfield

**NOW, THEREFORE, BE IT RESOLVED** that the Cheboygan County Board of Commissioners hereby joins with other Michigan Counties in extending its support for Enbridge's proposed tunnel replacement project and urges the State of Michigan to work with Enbridge to complete the tunnel project as quickly as possible and not disrupt Line 5 service before the tunnel can be completed.

**AND, BE IT FURTHER RESOLVED** that Cheboygan County sends this resolution to all counties of Michigan as an invitation to join in expressing support for increasing the safety of our current energy infrastructure as our society simultaneously seeks energy efficiencies and energy alternatives that will continue to reduce negative impacts and risks to our environment.



---

John B. Wallace, Chairperson  
Cheboygan County Board

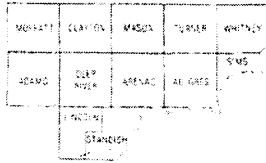
I, Karen L. Brewster, Clerk of the County of Cheboygan, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the Board of Commissioners at a regular meeting on August 27, 2019.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the County of Cheboygan on the 27th day of August 2019 at Cheboygan, Michigan.



---

Karen L. Brewster  
Cheboygan County Clerk/Register



## ARENAC COUNTY BOARD OF COMMISSIONERS

P.O. Box 747 • 120 North Grove Street • Standish, MI 48658  
(989) 846-6188

District #1 Sally Mrozinski

District #2 Lisa Salgat

District #3 Bobbe Burke Vice-Chairperson

District #4 Harold Woolhiser

District #5 Adam Kroczaleski Chairman

### Resolution 2019-10

#### RESOLUTION OPPOSING LEGISLATION TO PREVENT COUNTY COMMISSIONER CANDIDATES FROM DISCLOSING THEIR PARTY AFFILIATION ON BALLOTS PROVIDED TO MICHIGAN VOTERS – BOARD OF COMMISSIONERS

**WHEREAS**, on August 26, 2019 the Arenac County Board of Commissioners received a resolution from Wexford County regarding MAC which is considering supporting a change to Michigan election law; and

**WHEREAS**, this change in Michigan law would force candidates for the office of County commissioner to run as “non-partisan” candidate and would prohibit said candidate from disclosing their party affiliation on ballots provided to Michigan voters; and

**WHEREAS**, preventing disclosure of candidate’s party affiliation needlessly restricts and censors information that Michigan voters have traditionally relied upon to help them select a candidate who shares their values; and

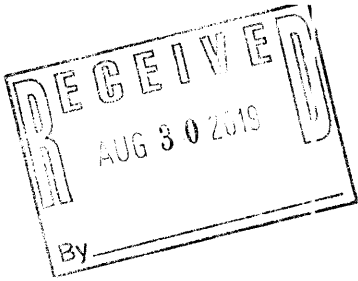
**WHEREAS**, the proposed change to Michigan election law is not needed as current Michigan law already permits County Commissioners candidates to withhold information about their party affiliation from being printed on the ballots provided to Michigan voters; and

**WHEREAS**, under the current law, Commissioners candidates are able to run for office without being affiliated with a political party and disclosing their affiliation, by running as an independent candidate.

**THEREFORE, BE IT RESOLVED** that the Arenac County Board of Commissioners hereby supports providing Michigan voters with full information about their candidates for County Commissioners, and hereby opposes forcing a candidate for County Commissioner to run as a “non-partisan” candidate.

**BE IT FURTHER RESOLVED** that the Arenac County Board of Commissioners hereby instructs Arenac County Clerk to transmit copies of this resolution to State Senator Jim Stamas, State Representative Jason Wentworth, the Michigan Association of Counties, and all Michigan Counties within two weeks of the passage of this resolution.

September 10<sup>th</sup>, 2019



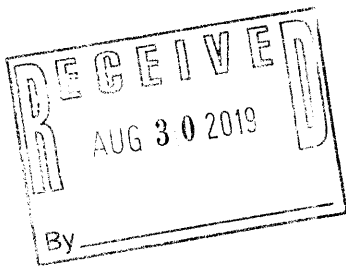
**CITY OF LANSING  
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held on Monday, September 23 at 7:00 p.m., on the proposed creation of North Grand River Corridor Improvement Authority in accordance with the provisions of Part 6, Corridor Improvement Authorities, of the Recodified Tax Increment Financing Act, Public Act 57 of 2018, as amended (the Act) and as defined by Public Act 57 of 2018 as:

Eligible property within an area along North Grand River bounded by an area of all commercial property, as defined by Public Act 57 of 2018, found within 500 feet of the centerline of North Grand River, east on Franette Road to Old US 27 on East North Street with branches on North Martin Luther King Boulevard, Turner Road and Capital City Boulevard.

For more information, please call 517-483-4177. If you are interested in this matter, please attend the public hearing or send a representative. Written comments will be accepted between 8 a.m. and 5 p.m. on City business days if received before 5 p.m., on the day of the Public Hearing at the City Clerk's Office, Ninth Floor, City Hall, 124 West Michigan Ave., Lansing, MI 48933 or email [city.clerk@lansingmi.gov](mailto:city.clerk@lansingmi.gov).

**Chris Swope, Lansing City Clerk, MMC/CMMC**  
**[www.lansingmi.gov/Clerk](http://www.lansingmi.gov/Clerk)**  
**[www.facebook.com/LansingClerkSwope](https://www.facebook.com/LansingClerkSwope)**



AGENDA ITEM# 8

**CITY OF LANSING  
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held on Monday, September 23 at 7:00 p.m., on the proposed creation of South Martin Luther King Corridor Improvement Authority in accordance with the provisions of Part 6, Corridor Improvement Authorities, of the Recodified Tax Increment Financing Act, Public Act 57 of 2018, as amended (the Act) and as defined by Public Act 57 of 2018 as:

Eligible property within an area along South Martin Luther King Jr. Boulevard bounded by an area of all commercial property, as defined by Public Act 57 of 2018, found within 500 feet of the centerline of South Martin Luther King Jr. Boulevard, from the railroad tracks south of Victor Avenue to I-96.

For more information, please call 517-483-4177. If you are interested in this matter, please attend the public hearing or send a representative. Written comments will be accepted between 8 a.m. and 5 p.m. on City business days if received before 5 p.m., on the day of the Public Hearing at the City Clerk's Office, Ninth Floor, City Hall, 124 West Michigan Ave., Lansing, MI 48933 or email [city.clerk@lansingmi.gov](mailto:city.clerk@lansingmi.gov).

**Chris Swope, Lansing City Clerk, MMC/CMMC**  
**[www.lansingmi.gov/Clerk](http://www.lansingmi.gov/Clerk)**  
**[www.facebook.com/LansingClerkSwope](https://www.facebook.com/LansingClerkSwope)**

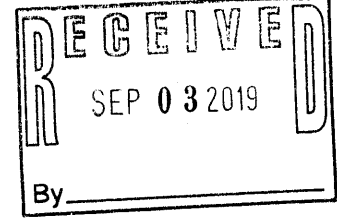




**CITY OF EAST LANSING**  
The Home of Michigan State University

AGENDA ITEM#

9



August 28, 2019

Board of Commissioners  
Ingham County Courthouse  
PO Box 319  
Mason, Michigan 48854

Dear Board of Commissioners:

Please find enclosed Form 4564, *Assessing Officers Report for Industrial Facility Exemption Certificates*, for the City of East Lansing for 2019.

Michigan Compiled Law (MCL) 207.567 requires the East Lansing City Assessor to provide annual notification to the State Tax Commission, the legislative body of each unit of government which levies taxes on property subject to an industrial facility exemption certificate, and the holder of the certificate. The notification is to include the determination of the value of property subject to an industrial facility exemption certificate. This letter and the enclosed report are provided to comply with the provisions of MCL 207.567 for 2019.

410 Abbot Road  
East Lansing, MI 48823

(517) 337-1731  
Fax (517) 337-1559  
[www.cityofeastlansing.com](http://www.cityofeastlansing.com)

Please contact me at 517-319-6827 or by email at [dlee@cityofeastlansing.com](mailto:dlee@cityofeastlansing.com) with any questions regarding this matter.

Sincerely,

David C. Lee  
City Assessor

Enclosure

## Assessing Officers Report for Industrial Facility Exemption Certificates

Issued under authority of Public Act 198 of 1974. Filing is mandatory

In accordance with the requirements of Section 17 of Public Act 198 of 1974, as amended, the city or township assessor is required to furnish an annual report not later than October 15, showing the taxable valuations of real and personal property on the Industrial Facilities Tax Roll as of the preceding December 31, as finally equalized.

For assistance with this form, please see the Instructions page or contact the Local Audit and Finance Division at (517) 373-3227.

THIS FORM IS FOR TAX YEARS 2008 AND AFTER

Assessment as of December 31, 2018 for the **2019** Tax Year

**Due by October 15, 2019**

City/ Twp /Vlg Codes

City / Twp / Vlg CODE*	33201
City / Twp / Vlg	CITY OF EAST LANSING
County	INGHAM
Assessor's Name	David C. Lee
Phone Number	517-319-6827

\*Townships responsible for certificates issued by a village should report the village certificates under the village code

### SCHOOL DISTRICTS

School District Codes

**Enter this reference number  
on subsequent pages**

Code	School District	
33010	EAST LANSING	1
		2
		3
		4
		5
		6

### SCHOOL SUMMARY

School District	New	Replacement	TOTALS
EAST LANSING	\$0	\$97,300	\$97,300
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
<b>Grand Total</b>	\$0	\$97,300	\$97,300

School Summary Totals include Renaissance Zone exempt taxable value

### SUMMARY

	Taxable Value of IFT Personal on Industrial Class Land	Taxable Value of IFT Personal on Commercial Class Land	Taxable Value of all other IFT Personal	Taxable Value of IFT Real	Total Taxable Value
Total New	\$0	\$0	\$0	\$0	\$0
Total Replacement	\$0			\$97,300	\$97,300
<b>Grand Total</b>	\$0	\$0	\$0	\$97,300	\$97,300

Summary Totals exclude Renaissance Zone exempt taxable value

This report is to be sent certified mail (MCL 207.567(2)) to:

1. Michigan Department of Treasury, Local Audit and Finance Division, PO Box 30728, Lansing, MI 48909-8228.
2. Each tax levying unit involving the certified property.
3. The holder of the certificate.

Continued on Page 2

**List certificates in numeric order**

Continued on page 3

## CITY OF EAST LANSING , INGHAM COUNTY

## REPLACEMENT CERTIFICATES

[illegible]

**Help?**  
**Need more lines?**

Introduced by the County Services Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION MAKING AN APPOINTMENT TO THE WOMEN'S COMMISSION**

**RESOLUTION # 19 –**

WHEREAS, several vacancies exist on the Women's Commission; and

WHEREAS, the County Services Committee interviewed those interested in serving on this Commission.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby makes the following appointment to the Women's Commission:

Hannah Sweeney, 1829 W. Grand River Ave., Apt. I13, Okemos, 48864

to a term expiring December 31, 2022.

**COUNTY SERVICES: Yeas:** Celentino, Stivers, Grebner, Sebolt, Koenig, Maiville, Naeyaert  
**Nays:** None **Absent:** None **Approved 09/17/2019**

Introduced by the County Services Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION RECOGNIZING OCTOBER AS MICHIGAN COLLEGE MONTH  
IN INGHAM COUNTY**

**RESOLUTION # 19 –**

WHEREAS, Michigan College Month is a statewide initiative with the goal to provide every graduating high school senior the opportunity to apply to college and complete the FAFSA financial aid process; and

WHEREAS, special focus is placed on assisting the student who would be the first in their families to attend college and the student who may not have otherwise seriously considered applying to college or other postsecondary programs; and

WHEREAS, Michigan College Month can open the door for students by encouraging them to take a significant step toward postsecondary education in their senior year; and

WHEREAS, hundreds of schools across Michigan participate in this great event including the following Ingham County schools: Dansville High School, East Lansing High School, Lansing Eastern High School, Lansing Everett High School, Holt High School, Lansing J.W. Sexton High School, Mason High School, Stockbridge High School, The Early College, Waverly High School, Webberville High School, and Wilson Talent Center.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby recognizes the month of October as College Month and encourages all of Ingham County to support the participating schools and students in this initiative.

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

**Nays:** None **Absent:** Koenig **Approved 09/17/2019**

Introduced by the County Services Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION ADOPTING THE REVISED ETHICS POLICY**

**RESOLUTION # 19 –**

WHEREAS, on May 23, 1995, the Ingham County Board of Commissioners adopted an Ethics Policy, which was amended on September 21, 1999; and

WHEREAS, the Ethics Policy specifically applies to Commissioners; and

WHEREAS, the intent of the Ethics Policy is to also provide a guide for the conduct of Board staff, County employees, elected officials, and appointed boards and commissions; and

WHEREAS, experience with the Ethics Policy has been generally positive; and

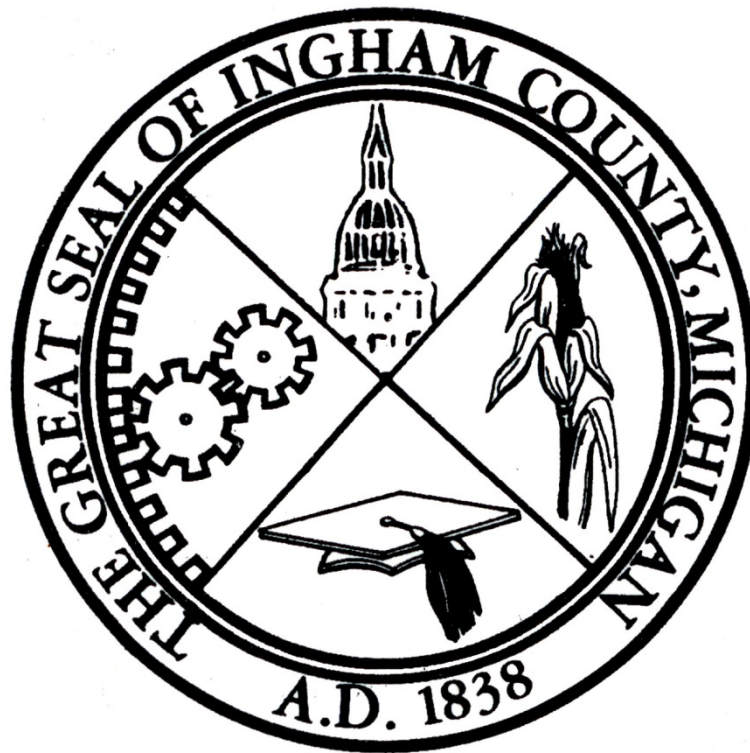
WHEREAS, the Board Rules and Appointments Subcommittee has reviewed the policy and has recommended several amendments to extend, clarify and improve the policy.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby adopts the attached revised Ethics Policy.

BE IT FURTHER RESOLVED, that the Ethics Policy shall be reviewed by the County Controller/Administrator and County Attorney during January, 2023, and every four years thereafter, and they shall recommend to the County Services Committee any changes necessary to bring the policy into conformity with the current state of the law, to enhance their effectiveness, or to streamline their application.

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

**Nays:** None **Absent:** None **Approved 09/17/2019**



## INGHAM COUNTY ETHICS POLICIES

Adopted May 23, 1995  
Amended September 21, 1999  
Amended \_\_\_\_\_, 2019



# **PREAMBLE TO THE ETHICS POLICY**

**Holders of public office should strive to:**

1. Put loyalty to the highest moral principles and to put country above loyalty to government persons, party, or department.
2. Uphold the Constitution, laws, and legal regulations of the United States, the State of Michigan, Ingham County, and of all governments therein and never be a party to their evasion.
3. Seek to find and employ more efficient and economical ways of getting tasks accomplished.
4. Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for remuneration or not; and never accept for themselves, or their family, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of their governmental duties.
5. Engage in no business with the government, either directly or indirectly, which is inconsistent with the conscientious performance of governmental duties.
6. Never use any information coming to them confidentially in the performance of governmental duties as a means for making private profit.
7. Expose corruption wherever discovered.
8. Uphold these principles, ever conscious that public office is a public trust.

# ETHICS POLICIES

<b>Table of Contents</b>	<b>Page</b>
Introduction.....	4
Present Concerns Before Formal Process.....	4
Present Alleged Serious Concerns.....	4
No Retaliation for Sincere Complaint .....	5
Section I – State Law .....	5
Principles for Commissioners.....	5
Disclosure and Noted in Minutes.....	5
Minutes .....	5
Summary of Some State Laws Affecting Commissioners.....	6
Section II – Purchasing .....	7
Commissioners Financial on Matter Before the Board of Commissioners .....	7
Disclosure of Personal Finance Interest.....	7
Purchasing Process .....	7
Section III – Personnel.....	8
Romantic Involvement Between Commissioners and County Employees .....	8
Nepotism.....	9
Union Contracts .....	10
Commissioner Involvement in Grievance Procedure .....	10
Other Dealings Between Commissioners and Employees.....	10
Section IV – Political Contributions from County Employees and Unions and	
Disclosure .....	11
Principles Regarding Campaign Contributions and Disclosure .....	11
Section V – Political Contributions from Businesses with Interests in County Decisions	
and Disclosures .....	12
Section VI – Gifts Other than Political Contributions .....	12
Rules Regarding Gifts.....	12
Section VII – Email Policy and Commissioner Communications.....	14
Principles .....	14
Section VIII – Resolution of Disputes .....	15
General Principles.....	15
Resolution Process.....	16

# INTRODUCTION

This manual is intended to provide guidance in resolving the ethical problems which arise out of conflicts between County Commissioners' public roles on the one hand, and such private roles as business owner, family member, or political candidate on the other.

## **Present Concerns Before Formal Process**

Anyone—including Commissioners, employees, and members of the public—who suspects that unethical behavior is occurring should express their concerns to appropriate authorities. Depending upon the circumstances, it may be proper to bring the concerns to one or more of the following:

- The Commissioner or County employee whose conduct is questioned
- An appropriate department head
- The Director of Human Resources
- The County Controller
- The Chairperson of an appropriate Board committee
- The ranking Commissioner of the minority party
- The Chairperson of the Board of Commissioners

## **Present Alleged Serious Concerns**

If the person believes the situation is serious enough to warrant formal action, or any initial contacts have not resulted in a satisfactory resolution, a written complaint should be addressed to the Chairperson of the Board of Commissioners, which will in turn trigger the formal process.

It is the policy of Ingham County to encourage individuals who have sincere concerns about possible ethical problems to come forward with those concerns, even if they should eventually turn out to be unfounded.

Individuals have the right to report their concerns to such official or officials they believe are appropriate, without regard to chain of command. It may be appropriate under some circumstances to complain anonymously, although it should be understood that anonymity tends to detract from a complaint's credibility.

## **No Retaliation for Sincere Complaint**

It is the policy of the Ingham County Board of Commissioners that any individual who complains about a possible ethics problem is responsible only for the sincerity of the complaint, and is to be protected from discipline or other adverse employment outcome, to the extent the complaint was sincerely based at the time it was made.

## **SECTION I. STATE LAW**

Wherever Michigan law speaks to a subject, Commissioners are required to obey both its letter and its spirit. Unfortunately, Michigan law does not adequately address many obvious problems. Conduct which is not illegal under Michigan law may still be seriously unethical.

### **Principles for Commissioners**

First, State law should be viewed as a minimum and a starting point, and not as the ultimate standard of conduct.

Second, whenever the situation before the Board involves a substantial conflict with the values that motivated the State law, the provisions in the law should be obeyed in a very generous spirit. In such cases, wherever the law's reach or requirements may seem unclear, every doubt should be resolved in favor of greater disclosure and broader abstention.

### **Disclosure and Noted in Minutes**

It is the responsibility of each Commissioner to plainly point out when and where their own financial interests (or those of their friends, family, or political supporters) are entangled, or are likely to become entangled, with the duties of their office or with matters which come before the Board. The disclosure should be made in as public a manner as seems appropriate, being briefly repeated in each forum at which the matter arises. And the formal principle of abstention from voting should be extended to include the avoidance of even implicit pressure on staff or other Commissioners regarding the matter.

But the responsibility cannot stop with the individual Commissioner whose interests may be involved. Experience has shown that even where disclosure is made, effective notice may not have been made to the public or even other Commissioners. In order to be effective, the Commissioner involved needs to make clear that a disclosure is being made which should be included in the minutes.

### **Minutes**

A. The disclosure should be given the prominence of its own paragraph in the minutes, and should be written so that it would make sense if read alone.

B. The person taking minutes should ask—either during the meeting, or subsequently—for any clarification needed to make the record intelligible, being sensitive to the fact that what seems clear to Commissioners and staff during the conduct of a meeting may not be clear months later to a member of the public.

C. The Chairperson presiding at the meeting has a duty to see that the disclosure is properly noted and that the minutes when adopted are indeed correct and clear.

D. Minutes which contain a disclosure of a Commissioner's interest should be brought to the attention of Board staff so a copy can be separately indexed and filed for easy retrieval, both by topic and by Commissioner's name. The Board office should maintain a complete file of such disclosures for ten years, or as long as the Commissioner involved remains on the Board, whichever is longer.

Whenever the proper course is unclear, deference should be paid to anyone who views a Commissioner's involvement as suspect or who wants broader disclosure, even if those views may appear to be advanced by persons with partisan or personal motives.

### **Summary of Some State Laws Affecting Commissioners**

Several State Laws address Board activities.

1. The Open Meetings Act (MCL 15.261 et seq.) requires, with some exceptions, that meetings of the Board of Commissioners be open to the public.

2. The Freedom of Information Act (MCL 15.231 et seq.) requires that most public records of the County be made available for inspection and copying by members of the public.

3. Employees who report suspected violations of federal, state or local laws, regulations, ordinances, or rules, are protected from retaliation by the Whistle-Blowers' Protection Act (MCL 15.361 et seq.).

4. MCL 15.181 et seq., the Incompatible Public Offices Act, which generally prohibits holding two public offices or public employment positions where performing the duties results in (a) subordination of one office to another, (b) supervision of one office by another, or (c) a breach of duty of public office, e.g., representing both parties to a contract;

5. MCL 15.321 et seq., the Contracts of Public Servants with Public Entities Act, which generally prohibits a public servant from soliciting or entering into a contract between themselves and the public entity of which they are an officer or employee, except upon full disclosure and a 2/3 majority vote;

6. MCL 46.30, which generally prohibits County Commissioners from having an interest in a contract or business transaction with the County, except with full disclosure and approval by a 3/4 majority;

7. MCL 15.401 et seq., the Political Activities of Public Employees Act, which prohibits a public employee from engaging in any political activities on behalf of a candidate or issue in connection with either a partisan or a non-partisan election during those hours when the employee is being compensated for the performance of duties; and

8. MCL 169.201 et seq., the Michigan Campaign Finance Act, which prohibits the use of public funds or resources for the purpose of influencing the nomination or election of a candidate, or the qualification, passage or defeat of a ballot question.

## **SECTION II. PURCHASING**

### **Commissioners Financial Interests on Matter Before the Board of Commissioners**

A. Wherever a Commissioner has a tangible and substantial financial interest in a matter to be considered by the County, it is the responsibility of that Commissioner to take strong steps to separate their personal from their public role. Such steps are required not merely where a Commissioner's individual financial interests are at stake, but must also be understood to include the financial interests of family members, close friends, political supporters, co-workers, and business associates. Avoiding entanglement requires far more than merely avoiding participation in the formal process by which a matter is dealt with by the County; it speaks also to fully and promptly disclosing the nature of the interest, to avoiding even the appearance of placing pressure on staff or other Commissioners, and to avoid any other involvement in the decision-making process which might advance a favored party's prospects in any way.

B. Areas of concern extend far beyond the letting of contracts; they include any matter in which the Board has significant power or influence, including decisions by the Board or County staff regarding permits, contracts, bids, and grants, as well as similar decisions made by bodies to which the Board makes appointments, to which the Board appropriates funds, or whose budget the Board reviews. Although this policy is written mainly in terms of the purchase of goods and services by the Board of Commissioners, it should be understood also to apply where appropriate in these similar situations.

### **Disclosure of Personal Finance Interest**

A. Whenever a Commissioner realizes that a possibility of such an interest exists, the nature and details of the involvement should be disclosed and recorded in the minutes of a standing committee and/or the Board, as appropriate.

B. Disclosure should be made even in situations which are unclear or arguable, because such disclosure may bring the situation to the attention of other decision makers and the public, whose concern or lack thereof can help determine whether the Commissioner needs to take further steps than mere disclosure.

C. Where the potential conflict falls within the provisions of MCL 15.323 (i.e., with full disclosure and approval by 2/3 majority vote), it is unlawful for the Commissioner to vote on the matter. If during the process of considering a matter, it is discovered that a Commissioner has possible interests which the Commissioner failed to voluntarily disclose, the fact that no disclosure was made strengthens the presumption that the Commissioner's involvement was improper.

### **Purchasing Process**

A. Commissioners should be cautious in communicating with County staff regarding a pending purchase outside the setting of a public meeting. In particular they should consider whether a given communication might be interpreted as encouraging or pressuring staff regarding a decision which would tend to benefit a particular vendor, particularly one with whom the Commissioner has a relationship. It is

safest—to make communications regarding purchases during public meetings, where the Commissioner’s personal interests—if any—can be formally noted. Even in the context of a public meeting, Commissioners should generally avoid involvement in any decision which implicates any substantial personal interest.

B. If a situation involving a substantial and continuing conflict of interest is unavoidable—for example because of a Commissioner’s place of employment or the nature of a professional practice—the Commissioner should consider avoiding service on a liaison committee where the conflict is particularly likely to arise.

C. Even when no personal interests are involved, Commissioners should not in general have direct personal involvement in the selection of vendors, extended personal contact with the County staff during their process of formulating purchase recommendations, or unnecessary access to detailed information regarding a pending purchase which is not generally available to the public.

The County’s Purchasing Policy shall always be followed.

## **SECTION III. PERSONNEL**

Because of the complex structure prescribed by Michigan law for County government, Commissioners necessarily assume a number of overlapping, and somewhat inconsistent roles in personnel matters. In Ingham County, Commissioners are directly and intimately involved in decisions to create, eliminate, reclassify, or reorganize positions. Under many of the County’s labor agreements, they hear grievances which reach a certain stage of appeal. The Commission approves compensation for non-union employees. But the Commission has no direct role in the vast majority of hiring, promotion, or discipline decisions. Finally, Commissioners should avoid moving toward a more active role in hiring County workforce, and must guard against creating a political patronage system.

By State law, or County practice, the Board is directly involved in hiring approximately nine people: the staff which works directly for the Board, the Controller, the Director of the Health Department, the Director of Animal Control, the Director of Equalization, the Director of the Ingham County Board of Commissioners’ Office, the Chief Public Defender, the Managing Director of the Road Department, the Parks Director and the Fairgrounds Events Director. In practice, even these positions are generally filled upon recommendation by other staff members. These direct employees of the Board should never become associated with any particular member or group of Commissioners, and the positions should not become politicized.

## **ROMANTIC INVOLVEMENT BETWEEN COMMISSIONERS AND COUNTY EMPLOYEES**

It may be problematic for a Commissioner to become romantically involved with a person who happens to be a County employee, and experience has shown such involvement inevitably leads to tensions and may cause morale and management difficulties, particularly if the job involved has significant contact with the Board. Where such involvement occurs:

1. The Commissioner involved should recognize their responsibility for possible problems.
2. The Commissioner should be prepared to take strong steps to prevent either the reality or the perception that such involvement has affected any aspect of employment.
3. Where a Commissioner becomes romantically involved with a County employee, the Commissioner should consider private disclosure to the Board Chair, to facilitate steps which may insulate the employee from the Commissioner's direct influence.
4. Among the possible steps would be avoiding naming the Commissioner to Board Committees or Commissions where the involvement is likely to present a problem.
5. The Commissioner in such a circumstance should avoid any participation in any decision-making process or discussion which might appear to place another Commissioner or any County employee under pressure regarding the employee with whom the Commissioner is involved.
6. One effective preventative step is the avoidance of initial hiring of persons with whom Commissioners are romantically involved. Where a person already on the payroll is known by a decision maker to be romantically involved with a Commissioner, whenever an employment issue arises involving such an employee who falls within an area of discretion, County policy should be to err on the side of acting against the presumed interest of the romantically involved Commissioner.

## **NEPOTISM**

Nepotism, which may be narrowly defined as the hiring of immediate relatives of Commissioners, is severely damaging to employee morale and to the public's perceptions and is improper in the hiring of Board staff and general County employees. Every reasonable step should be taken to discourage such hiring, even by other elected officials or independent boards. The Human Resources Department, supported by the County Services Committee, constitutes the primary protection against such hiring.

More broadly, the same principles apply to hiring of friends of Commissioners, more distant relatives, business associates, former Commissioners, and political allies of Commissioners. Obviously, no single formal definition can correctly deal with every conceivable situation, so common sense and caution are necessary. Wherever the relationship between a Commissioner and another person is strong enough that it might potentially influence the hiring process, the hiring should be discouraged and all doubts resolved against such an applicant. The Commissioner with whom such relationship exists must avoid any involvement in the hiring process, and if such person is hired, must further avoid any participation in subsequent issues involving the person's employment status, such as grievances or reclassification requests.

Regardless of whether any Commissioner has expressed any interest in a particular hiring or promotion, the Human Resources Department and all other County officials should exercise their discretion against the hiring of former Commissioners, relatives or romantic interests of current Commissioners whenever such relationships are known to the person making the decision.



The model for proper Human Resources procedure is spelled out in existing County procedures:

1. Commissioners should restrict their involvement in personnel matters to the roles which are formally assigned to them.
2. Commissioners should avoid direct personal contact with job applicants, with departments which are considering a hiring decision, and with Human Resources Department staff other than the Director.
3. If for some reason Commissioner involvement is necessary, it is best that it occur in the course of Committee where it can be reflected in the minutes.

### **Union Contracts**

Contracts are negotiated through County staff with the various bargaining and employee units. Commissioner input should be limited to providing direction to appropriate staff. Any deviation from this pattern should require advanced formal authorization by the County Services Committee. Commissioners who are personally involved for unavoidable reasons with the bargaining agents for an employee bargaining unit should ask not to serve on the County Services Committee.

### **Commissioner Involvement in Grievance Procedure**

As the formal employer of many County employees, Commissioners have a formal role in dealing with employment grievances. As members of a quasi-judicial body, Commissioners must avoid discussion of the content of employee grievances outside the appropriate forum, until the grievances have been decided.

## **OTHER DEALINGS BETWEEN COMMISSIONERS AND EMPLOYEES**

The Board of Commissioners possesses significant powers with respect to County employees. While friendships between Commissioners and staff are inevitable, and may result in shared activities and the exchange of minor favors, Commissioners must not use their influence to obtain personal benefits. Commissioners should be careful not to place employees in positions where they face confusion between a Commissioner's public and private roles. To that end:

1. Commissioners should avoid unnecessary involvement in business dealings with County staff.
2. Commissioners should refrain from asking for or accepting personal gifts, loans, or favors from employees in any circumstances which might appear to exploit their positions. Whether dealings between a Commissioner and an employee are improper may hinge on considerations such as these. Commissioners should not allow:
  - a. An employee to perform a non-public service unwillingly, or because they believe it is a requirement of their job.

- b. Should not have any suggestion that the benefit is provided in return for the Commissioner's action affecting the employee as a County employee, or affecting the employee's department, suggests impropriety.
- c. There should not be a private business relationship between a Commissioner and a County employee that is linked to County operations, appears to be disadvantageous to the employee, or provides profit to the Commissioner.

There is greater risk of improper involvement when the County employee is one whose job is directly controlled by the Board, without an intermediate buffer of an elected official or other department head. It should be kept in mind that the object of these guidelines is not to isolate Commissioners from staff, but to ensure that a Commissioner resists any temptation to use their public position to obtain personal benefit of a material nature.

## **SECTION IV.**

### **POLITICAL CONTRIBUTIONS FROM COUNTY EMPLOYEES AND UNIONS AND DISCLOSURE**

Commissioners should never accept any contribution to the Commissioner's campaign which appears to be made with the hope or expectation that the contribution will result in action specifically benefiting the contributor. For example, while it would generally be ethical to accept a contribution from a labor union which seeks County policies which are more favorable to organized labor, it would be unethical if the Commissioner knew or suspected it was made in the hope of influencing the County to settle a particular labor contract on more favorable terms.

#### **Principles Regarding Campaign Contributions and Disclosure**

Problems can be avoided if Commissioners adhere to a few simple rules:

1. Commissioners should never solicit or accept campaign contributions from Board staff, from County employees for whom the Board serves as the sole employer, or from employees of departments whose directors or governing board members are appointed by the Board of Commissioners.
2. Commissioners should never solicit campaign contributions on County property or using County email or other County resources.
3. Commissioners should be sensitive to potential problems caused by accepting contributions from union locals which represent County employees.
4. A Commissioner who has accepted a contribution from a political action committee associated with a labor organization that represents or includes County employees should disclose that fact when appropriate to a matter under discussion in a Committee on which the Commissioner sits, or when such matters are discussed by the Board. The disclosure should be noted in the minutes of the meeting and indexed by Board staff.

5. Any Commissioner who receives endorsement or financial contribution from the political action committee of a labor organization which represents or includes County employees should be particularly sensitive to preserve the distinction between the Commissioner's political role and the Board of Commissioners' management role, and to avoid improperly mixing the two.

## **SECTION V. POLITICAL CONTRIBUTIONS FROM INDIVIDUALS OR PACS WITH FINANCIAL INTERESTS IN COUNTY DECISIONS**

Contributions from people and political action committees associated with potential vendors can result in problems which are closely analogous to those posed by contributions received from labor unions. Commissioners should adhere to the following rules:

1. No contribution should be solicited, accepted, or retained if the recipient believes it was made in expectation or hope that it would influence the award of County business, or will especially benefit the donor.
2. A Commissioner who has accepted a contribution from a business interest within the past two years should disclose that fact when appropriate to a matter under discussion in a committee on which the Commissioner sits, or when discussed by the Board. The disclosure should be noted in the minutes of the meeting, and indexed by the Board staff.
3. A contribution made by, or solicited by, an owner, officer, representative, or manager of a given business should be treated as if it were made by the business itself.

## **SECTION VI. GIFTS OTHER THAN POLITICAL CONTRIBUTIONS**

A Commissioner shall not solicit or accept a gift or loan of money, goods, services, benefits, privileges, favors or any other thing of value which may or tends to influence the manner in which the Commissioner performs official duties. This Section is not violated if a Commissioner takes prompt and reasonable action to donate or return a prohibited gift. Questionable situations should be referred to Corporation Counsel for review.

### **Rules Regarding Gifts**

These rules apply to gifts given by a person with financial interest in the actions of County government. No problems arise from the receipt of gifts which are completely unrelated to the holding of public office.

1. Any direct gift of more than \$100 value from a person with a financial interest in the actions of County government is generally improper.

2. The fact that a Commissioner requests or suggests a gift suggests impropriety.
3. Any indication of attempt to conceal or disguise a gift is evidence that the gift was improper.
4. Impropriety is suggested by resort to procedurally or financially irregular actions by a business or corporate body. Any significant gift which appears to have a direct tie to the date, amount, or other detail of a County action is almost certainly improper.
5. If a Commissioner believes or suspects that the person making the gift expects or hopes it will influence a County action, it should be refused or returned.
6. If the person or organization making the gift has a clear private financial interest in a specific County action, greater suspicion is appropriate.
7. It is not proper for a Commissioner to permit a private party with any substantial interest in County business to routinely and repeatedly pay for meals, travel, entertainment or lodging.
8. It is inadvisable to allow a private party with an interest in County business to pay for alcohol or sexually-oriented entertainment, regardless of the value involved.
9. Some possible exceptions include:
  - (a) Opportunities, benefits, and services that are available on the same conditions as for the general public.
  - (b) Anything for which the Commissioner pays fair market value.
  - (c) A gift from a relative or family member. A relative or family member is defined as: spouse, children, parents, siblings, grandparents, grandchildren, aunts, uncles, first cousins, nieces and nephews (this definition includes "step", "adoptive", "half" and "in-law" relations).
  - (d) Anything provided by an individual on the basis of a personal friendship unless the recipient has reason to believe that, under the circumstances, the gift was provided because of the official position of the recipient and not because of the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the recipient shall consider the circumstances under which the gift was offered, such as:
    - (i) The history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals;
    - (ii) Whether to the actual knowledge of the recipient the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and
    - (iii) Whether to the actual knowledge of the recipient, the individual who gave the gift also at the same time gave the same or similar gifts to other Commissioners.

- (e) Food, refreshments, lodging, transportation, and other benefits resulting from outside business or employment activities (or outside activities that are not connected to the official duties of a Commissioner), if the benefits have not been offered or enhanced because of the official position of the Commissioner, and are customarily provided to others in similar circumstances.
- (f) Admission to a charitable or civic event to which the Commissioner is invited in their official capacity where admission is waived or paid for by an entity other than the County.
- (g) Food or refreshments not exceeding \$50.00 per person in value on a single calendar month; provided that the food or refreshments are (i) consumed on the premises from which they were purchased or prepared, or (ii) catered. For the purposes of this Section, "catered" means food or refreshments that are purchased ready to consume which are delivered by any means.

If a Commissioner receives a gift under circumstances which are ambiguous, the best course of action is to return it. If it is impossible to return the gift, the Commissioner should disclose it, along with any relevant circumstances, in a letter to the Board, where it will be listed as a communication, recorded in the minutes, and indexed and filed by Board staff.

## **SECTION VII. EMAIL POLICY AND COMMISSIONER COMMUNICATIONS**

Ingham County government should be open, transparent, and accountable to County residents. The use of private email or other County media to conduct County business is inconsistent with these objectives. Moreover, Ingham County email accounts and servers are the property of Ingham County—not the personal property of individual Commissioners. As such:

### **Principles**

1. Where State law provides guidance, it should be fully and generously followed, in a spirit of transparency and full disclosure.
2. Commissioners should not use private email for the conduct of County business. All County business conducted by email should be sent using a County email address. If a Commissioner inadvertently uses private email for County business, they must forward all relevant emails to their County email address as soon as the error is discovered. Conversely, Commissioners should avoid using County email for non-County activity whenever possible.
3. Commissioners must never use their County email account or other County media for any activities related to electoral politics, especially for Ingham County elections.

4. No elected official, or other person in position of responsibility, governed by this Ethics Policy, should deliberately employ a non-recorded channel of communication when questioning or instructing a County employee or contractor, with the purpose of concealing the existence or content of such communication.

5. In discussions among Commissioners conducted outside formal meetings, the requirements of the Open Meetings Act must be honored scrupulously and generously. A communication addressed to a majority of the Board, or to a standing Committee, may violate the OMA, if it amounts to “deliberation toward a decision”. Even if it does not meet that standard, any such communication addressed to a majority should be made using a recorded medium subject to the FOIA. Communications among groups of Commissioners which are smaller than a majority should not be used as subterfuge for addressing a majority by dividing the recipients into smaller groups.

6. County email, letterhead, or other media must not be used in ways which are likely to lead recipients to believe that the communication is an official statement of the County, or reflects established County policy when it does not, or where the sender does not actually have such authority. This applies also to misrepresentation of non-governmental media as being official.

7. Directing a public employee not to preserve a communication, or to destroy an existing copy, is almost certainly an indication of impropriety. In all doubtful or discretionary cases, the County should favor retention of communications and should facilitate the process of searching for them and providing copies to persons who request them. Michigan law (MCL 399.811 and 750.491) requires that all public records be listed on an approved Retention and Disposal Schedule that identifies the minimum amount of time that records must be kept to satisfy administrative, legal, fiscal and historical needs. The State publishes Record Retention and Disposal Schedules for Local Governments, including Schedules pertaining to specific public officers and local agencies.

8. Commissioners’ emails that pertain to County business should be retained indefinitely by the County’s IT department. Commissioners are entitled to a complete archive of their own emails upon request, including upon leaving office.

## **SECTION VIII. RESOLUTION OF DISPUTES**

### **General Principles**

The focus of this policy is on preventing problems through institutional policies and procedures which guide Commissioners and staff. Where this focus on prevention fails, a mechanism is needed to provide an opportunity to resolve controversies and illuminate events which come to light.

Minor matters can be folded into the Board’s normal routine, while major ones can be accorded center-stage treatment. It is designed to make it difficult to sweep genuine controversies under the rug, while at the same time trying not to offer a publicity windfall to individuals who hold isolated points of view.

Problems which arise are likely to fall into two broad categories, with some area of overlap. First, it is inevitable that situations will arise which these guidelines fail to anticipate, or where their application turns out to be ambiguous, or where a Commissioner might not realize that a particular policy applies to the specifics of their conduct. Exploring the issue will serve to remind everyone of County policy, and may point out a need to clarify or modify certain policies to make them easier to apply in the future.

In other cases, which are likely to be rare, a Commissioner may have acted in a way which clearly violates these policies, or which most reasonable people would find ethically troubling. To deal with such circumstances, a mechanism is needed which can establish the facts of the conduct, determine whether policies were violated, and mobilize appropriate institutional responses.

### **Resolution Process**

1. To begin the process, any person may complain in writing that one or more Commissioners or employees of the County of Ingham have acted unethically. If the Chairperson of the Board of Commissioners believes the complaint is credible and sets forth sufficient details to warrant prompt investigation, the Chairperson may appoint an ethics panel and refer the matter directly to them. In the event the complaint is against the Chairperson, then the Chairperson Pro Tem shall perform the duties referred to herein.

2. If the Chairperson elects to refer a complaint directly to an ethics panel, he or she shall appoint a Chairperson and two additional members to that panel, subject to confirmation by the Board of Commissioners. Each member of the panel may be a member of the Board of Commissioners, an employee of the County, or any other suitable person. In naming members of the panel, the Chairperson shall take into account the nature of the complaint and the identity of the person or persons complained of, and shall attempt to select persons who are in a position to render independent, informed, and considered judgment.

3. In the event that a matter has, or appears likely to develop, partisan overtones, the panel shall be chosen so that it includes no more than one person who can be fairly associated with each of the two major political parties. The Chairperson may ask the minority caucus and the majority caucus each to furnish a list of possible panel members.

4. If the Chairperson chooses not to refer a complaint directly to an ethics panel, it shall be referred to the County Services Committee. That Committee may take up the complaint itself and attempt to resolve it at the Committee level, within the Committee's regular course of business, or the Committee may recommend that the Board of Commissioners establish an ethics panel by resolution to take up the complaint. If such a resolution is adopted, the members of the panel shall be appointed in the same manner as if the Chairperson had referred the matter directly to an ethics panel.

If a complaint is referred to the County Services Committee and that Committee has not, within 45 days of its first meeting subsequent to the referral, recommended a resolution to the Board establishing an ethics panel, any member of the Board may bring such a resolution before the Board.

Members of an ethics panel shall serve without additional compensation for so long as it is necessary to consider a complaint and render recommendations, but in no event longer than a period of one year.

After completing its consideration and its report, the panel will not be automatically dissolved, but may be called back into action by the Chairperson of the Board or the Chairperson of County Services Committee if there are remaining questions related to the complaint for which they were established. If no such request is made within thirty days of the issuance of their report, the panel will be deemed to be dissolved.

An ethics panel shall consider the original complaint as well as such additional matters as are necessary to fully understand and resolve the complaint. They may act with the degree of formality which they deem appropriate under the circumstances, giving appropriate deference to the expressed procedural desires of the person or persons whose conduct is the subject of the complaint. In the absence of written authority from the Chairperson of the Board of Commissioners or a resolution by the Board, a panel shall not have the authority to expand the scope of a complaint to include persons not specified in the complaint, although the panel may communicate with and consider the views and conduct of such persons.

Ordinarily, a panel should contact the person who wrote the original complaint as well as the persons named or specified in it, setting up a meeting at which the complaint and any response to it may be aired. The panel may invite County staff or other persons to such a meeting, as appropriate.

In the absence of unusual circumstances, the person who wrote the complaint and the person or persons named in it should be invited to attend all meetings of the panel and permitted to fully express their views. Notices of the meeting should be posted appropriately and provided to all interested persons, and minutes should be kept. The Open Meetings Act shall be strictly complied with in such meeting.

The panel should fully consider the complaint, any response to the complaint, additional information which may be requested or supplied, and/or the expressed views of County staff, the County Corporation Counsel, or other persons.

5. Depending upon the circumstances, an ethics panel may appropriately take any of a number of alternatives in dealing with a complaint. By way of illustration, a panel might take one or more of these actions:

- a. Determine that the complaint was not well founded or that the actions complained in it were not unethical and therefore no correction is needed.
- b. Determine that, although these policies may have been infringed in a technical sense, that the matter complained of is immaterial, unavoidable, or insubstantial and determine that no corrective action by the panel is warranted.
- c. Mediate a resolution of a disagreement between the writer of the complaint and the person named in it.
- d. Accept an assurance from the person named in the complaint that such a situation will not arise again in the future.
- e. Suggest to County staff an improved way of dealing with a type of situation should it arise again.



f. Recommend to the County Services Committee or the Board of Commissioners an amendment of Board Rules, of the Ethics Policy, or of the other policies of the County to minimize the likelihood of future problems.

g. Issue a letter publicly criticizing a person specified in the original complaint, stating that the panel has determined that the person complained of committed a clearly unethical act, and providing appropriate supporting detail.

h. Recommend the adoption by the Board of Commissioners a resolution of censure.

i. Contact appropriate prosecutorial agencies, citing information in the panel's possession, and inviting criminal investigation.

The panel shall communicate its findings, recommendations, and actions to the Board of Commissioners by letter.

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION RECOGNIZING THE 100TH ANNIVERSARY OF THE LANSING BRANCH OF THE  
NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE**

**RESOLUTION # 19 –**

WHEREAS, on February 12, 1909 the National Association for the Advancement of Colored People (NAACP), an organization that is devoted to civil rights and racial justice, was founded by a multiracial group of activists who answered “The Call,” in New York City, NY, initially called the National Negro Committee, with headquarters in Baltimore, Maryland; and

WHEREAS, the founders of the NAACP, Ida Wells-Barnett, W.E.B. DuBois, Henry Moscowitz, Mary White Ovington, Oswald Garrison Villiard, and William English Walling led “The Call” to renew the struggle for civil and political liberty; and

WHEREAS, the NAACP is the nation’s largest and most widely recognized grassroots-based civil rights organization that has been instrumental for improving the legal, educational, and economic lives of African Americans and other minorities in America; and

WHEREAS, the NAACP championed famous legal action such as the 1954 *Brown v. Board of Education*, *Plessy*, the *Guinn v. United States* that overturned the Grandfather Clause as a means of disenfranchising black voters; and

WHEREAS, the NAACP helped enact civil rights legislation such as the Civil Rights Act of 1964, the Voting Rights Act of 1965, and the Fair Housing Act of 1968, and remains the leader in all these just causes; and

WHEREAS, the Lansing Branch became immediately involved in the struggle to pass the civil rights bill; launching a campaign to get black workers into labor unions and in skilled jobs; and

WHEREAS, the Lansing Branch was chartered on October 15, 1919 under the leadership of Mr. C. A. Campbell, and has continued to support the ideas and concepts of the national organization for 100 years under the current leadership of President Dale Copedge; and

WHEREAS, the Lansing Branch focuses on economic development, educational programs for youth, and being a legal advocate for civil rights issues for all races while continuing its multiracial membership.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby recognizes the Lansing Branch of the National Association for the Advancement of Colored People on the event of their 100<sup>th</sup> anniversary.

BE IT FURTHER RESOLVED, that the Board extends its sincere gratitude to the Lansing Branch of the NAACP for their many achievements that have improved the quality of life for Ingham County residents.

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

**Nays:** None **Absent:** Koenig **Approved 09/17/2019**

Introduced by the County Services Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION HONORING AYLYSH B. GALLAGHER**

**RESOLUTION # 19 –**

WHEREAS, the Ingham County Women's Commission is honored to present the Lucile E. Belen “Everyday Heroine” Award to Aylysh Gallagher; and

WHEREAS, Aylysh is nominated for her tireless work as an attorney in the Domestic Violence Unit of the Ingham County Prosecutor’s Office; and

WHEREAS, as a graduate of Michigan State University and Western Michigan University Cooley Law School, Aylysh is an Assistant Prosecutor in the Ingham County Prosecutor’s Office; and

WHEREAS, she currently prosecutes those accused of acts of violence against their intimate partners; and

WHEREAS, most of her prosecutions are in cases that would often be dismissed or not pursued as vigorously in the past because of the difficulties associated with bringing the cases to trial; and

WHEREAS, on a daily basis, she meets directly with survivors of domestic abuse; and

WHEREAS, Aylysh is active in the larger intimate partner violence response community in Ingham County and across the state; and

WHEREAS, on a weekly basis, she meets with leaders and advocates from multiple organizations to coordinate their assistance to survivors of domestic violence, the law enforcement’s response, and other critical aspects of survivor care; and

WHEREAS, Aylysh also presents on the issue of domestic violence to professional groups and law enforcement agencies. She currently serves on the Ingham County Bar Association Young Lawyers Section Board and the Women Lawyers Association of Michigan – Mid-Michigan Chapter Board; and

WHEREAS, she has dedicated her professional career to seeking justice for women in Ingham County and it is evident that her efforts, day in and day out, truly make her an “Everyday Heroine;” and

WHEREAS, the Ingham County Women's Commission created the Lucile E. Belen “Everyday Heroine” Award in order to recognize women from Ingham County who make a lasting difference in their local communities, but often times go unnoticed; and

WHEREAS, this award creates an opportunity to spotlight those individuals who have made a positive impact in Ingham County.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners join the Ingham County Women's Commission in applauding Aylysh Gallagher for her outstanding work for women who have experienced domestic violence, her commitment to justice, and tireless efforts on behalf of Ingham County.

BE IT FURTHER RESOLVED, that the Board of Commissioners and the Women's Commission extend their best wishes to Aylysh and hopes for continued success in all of her future endeavors.

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

**Nays:** None **Absent:** Koenig **Approved 09/17/2019**

Introduced by the County Services Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE APPROVAL OF THE PRELIMINARY PLAT OF  
EMBER OAKS**

**RESOLUTION # 19 –**

WHEREAS, the Board of Ingham County Commissioners last approved the Preliminary Plat for the residential subdivision called Ember Oaks on July 26, 2016; and

WHEREAS, the proposed Ember Oaks development is a 156 unit single-family subdivision located on 161.9 acres, which is north of Jolly Road, between Dobie Road and Every Road. The development is part of the Northwest ¼ and Southwest ¼ of Section 35, Meridian Township, Ingham County, Michigan; and

WHEREAS, Phases 1 through 3 of Ember Oaks were subsequently built and the roads accepted into the county road system; and

WHEREAS, the two-year Preliminary Plat approval period, dictated by state statute, has expired and the proprietor, Ember Oaks Company, requested re-approval of the Ember Oaks Preliminary Plat.

THEREFORE BE IT RESOLVED, that upon the recommendation of Road Department staff, the Ingham County Board of Commissioners re-approves the Ember Oaks Preliminary Plat for a period of two years, in accordance with state statute.

**COUNTY SERVICES: Yeas:** Celentino, Stivers, Grebner, Sebolt, Maiville, Naeyaert  
**Nays:** None **Absent:** Koenig **Approved 09/17/2019**

◆	= SET 1/2" BAR WITH CAP	◆	= STAIRWAY MANHOLE
◆	= SOUND BOX AND RIGID	◆	= DRAINAGE MANHOLE
---	= 2 1/2" LINE	◆	= ELECTRIC WIRE C
---	= STAIRWAY NOT TO SCALE	◆	= TIE IN MANHOLE
◆	= 12" X 18" CONCRETE STEAMER	◆	= UTILITY POLE
◆	= EX. SATE NITE SIGNAL	◆	= C-12 INCH
◆	= EX. STORM SEWER	◆	= UTILITY POSEMAN
◆	= EX. WATER LINE	◆	= 18" GAS LINE
◆	= PROP. SATE TAY SIGNAL	◆	= ELECTRIC WIRE
◆	= PROP. SIGNAL CENTER	◆	= GAS METER
◆	= PROP. WATER LINE	◆	= WASTE METER
◆	= OVERHEAD WIRE	◆	= SIGN
◆	= EDGE OF WOODS	◆	= 18" X 18" DRAINAGE DISTRICT JAC
◆	= PHASE A		

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 1 VIB. E-MEN. SUBSTRAT  
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 0.0406, 0.0405  
 (1-7) 340 3500  
 0258 A.C.I. KÖR- SCHÖTZ

UNIV. OF FLORIDA  
GAINESVILLE, FL  
216 HAZLETT ROAD  
GAINESVILLE, FL 32608  
TEL. (904) 336-0844

1994-1995 SEASON  
 COMPLETION  
 (Y/NAL)

RECEIVED AT THE U.S. AIR FORCE BUILDING  
DETACHMENT OF THE U.S. AIR FORCE  
CENTRAL OF THE AIR FORCE  
U.S. AIR FORCE

ISLANDS WERE PREVIOUSLY  
RECYCLED & READDED BY  
TAL RESOURCES CONSULTING  
ON N. THIRD ST.  
ST. FRANCIS, W. 40551  
S. SHOWN (21 PHASES 51)

HEADS WITHIN PHASE 4 AND  
DOWN AS FLAGGED IN NOVEMBER  
1988 & JUNE 2019 BY  
MARC & MARGARET  
BARON & N. M., INC.  
120 WOODLAND DRIVE SE  
VAN RAPIDS, MI 49449  
202.411.1171 (BY TEXT IN JUNE 2019)

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EX. PHASE 1 = 1000 1 THRU 34
EX. PHASE 4 = 1000 35 - 100
EX. PHASE 4 = 0000 39 THRU
PHASE IV = 1000 40 - 80 50
PHASE V = 1000 81 THRU 120
PHASE VI = 1000 121 THRU 160
PHASE VII = 0000 161 - 200
PHASE VIII = 1000 201 THRU 240

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C. H. MACE CALC. APPROX.

TWA A4A = 81.09 AC.  
 A4A IN 7000 B.C.W. = 7.28 AC. (9.55%)  
 (INCLUDING 2.2% ALL A4A 800 = 70.11 B.C.W.)  
 A4A IN 075 = 29.06 AC. (14.59%)  
 A4A IN W.B. 075 = 13.02 AC. (6.48%)  
 A4A IN EASTWIND = 8.75 AC. (5.07%)  
 HETEL IN 07000 800 = 50.56 AC. (25.28%)

SECTION 36, 1st REC

MATCH LINE SEE SHEET 2

www.nrc.ca

GENO'S PR

FASTENERS IN G

OTFb SPACE

WU 11/25/01

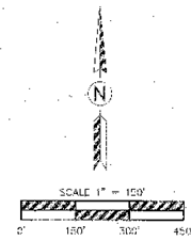
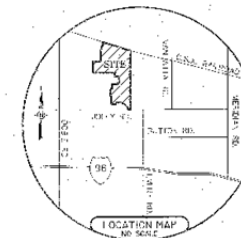
PROPOSED SILL DATA:  
NUMBER OF LOTS: 100  
SIZE OF SAMPLE LOT: 20,000 S<sub>2</sub> (10% R<sub>2</sub>-R<sub>3</sub>, 100-102%)

JANE E. PASCOE  
PROFESSIONAL SURVEYOR AG. 54434

FINAL PRELIMINARY PLAT OF  
**EMBER OAKS (PHASES 4+)**  
 A SUBDIVISION OF PART OF THE NORTHWEST 1/4 & SOUTHWEST 1/4 OF  
 SECTION 35, T4N, R1W, MERIDIAN TOWNSHIP, INGHAM COUNTY, MICHIGAN

DEVELOPER:  
 FIFE OAK COMPANY  
 4200 DUNE ROAD SUITE 100  
 GRAND RAPIDS, MI 49508  
 (616) 236-1000  
 CONTACT: (616) 531-0141

SURVEYOR/ENGINEER:  
 M. S. NO. 2180  
 2180 HUNTER AVE. S.W.  
 HASLET, MI 49429  
 PHONE: (616) 229-1064

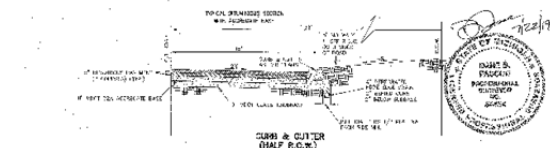


LEGEND:

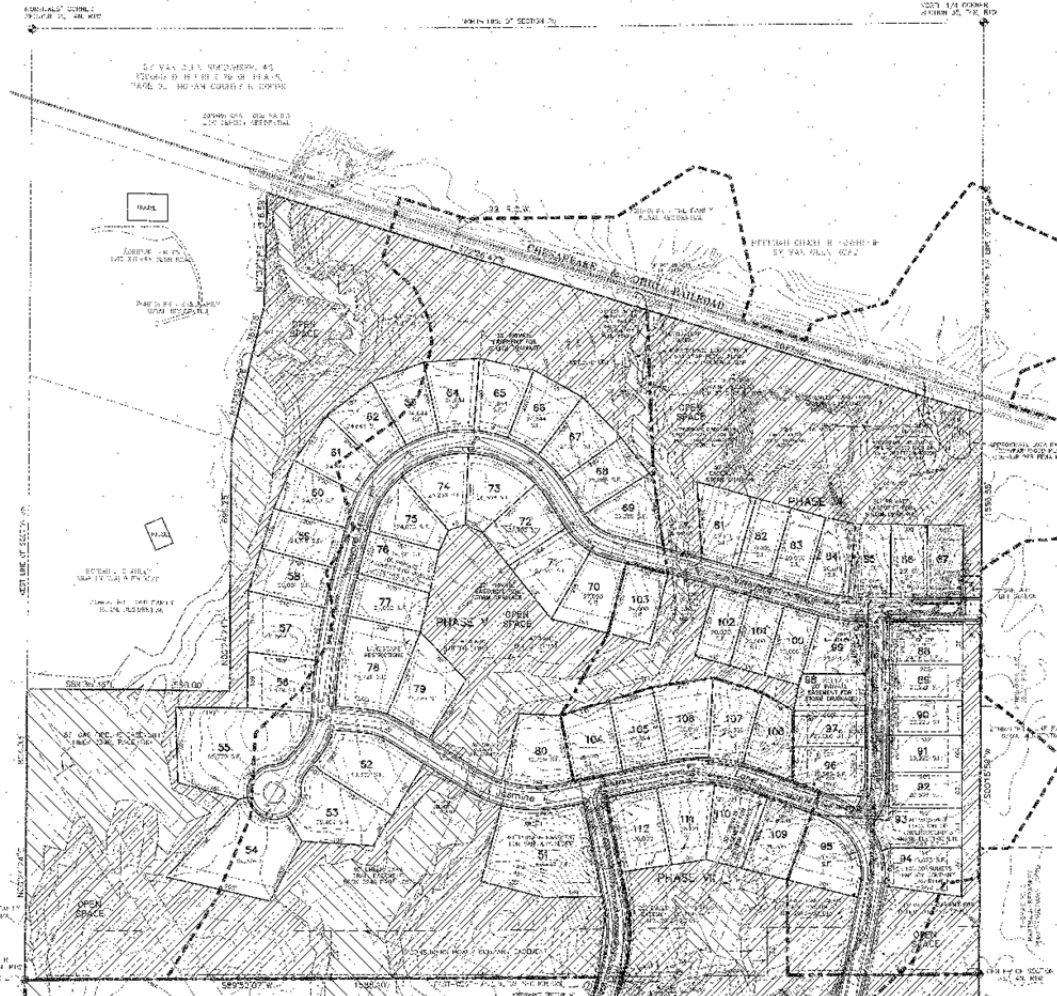
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|---------------------------|----------------------|
| 6" SET 1/2" DIA WITH CAP  | SHAW-WALKER MANHOLE  |
| 6" FURNISH HORN AS NOTED  | DRAINAGE MANHOLE     |
| DEED LINE                 | ILLINOIS MANHOLE     |
| DASHED LINE NOT TO SCALE  | 1/2" DIA SET MANHOLE |
| FENCE                     | CATCHBASIN           |
| ASPHALT                   | SANITARY ISLAND      |
| CONCRETE                  | DEED BOUNDARY        |
| GRAVEL                    | VALVE                |
| EXISTING GROUND ELEVATION | UTILITY POLE         |
| EX. SANITARY MAIN         | UTILITY POLE         |
| EX. STORM SEWER           | UTILITY POLE         |
| EX. WATER MAIN            | UTILITY POLE         |
| PROP. SANITARY SEWER      | TRANSFORMER          |
| PROP. STORM SEWER         | ELECTRIC METER       |
| PROP. WATER LINE          | WATER METER          |
| OVERHEAD WIRE             | WATER METER          |
| LOCAL WIRE                | WATER METER          |
| PHASE LINE                | WATER METER          |
| WETLAND LINE              | WATER METER          |

BENCHMARKS:

BMP - BIG ARM OF FIRE HYDRANT AT THE NORTHWEST CORNER OF  
 HANCOCK AND OSBORN ROADS  
 ELEVATION - 94.81 N.G.M.S. 29  
 BM2 - BIG ARM OF FIRE HYDRANT AT THE NORTH CORNER OF JULY  
 ROAD AND ARBUTUS DRIVE  
 ELEVATION - 95.46 N.G.M.S. 29  
 BM3 - BIG ARM OF FIRE HYDRANT AT THE WEST CORNER OF JULY  
 ROAD AND ARBUTUS DRIVE  
 ELEVATION - 95.46 N.G.M.S. 29



<b>KEBS, INC.</b> 218 HUNTER AVE. S.W. HASLET, MI 49429 (616) 229-1064 FAX: (616) 229-1064		ENGINEER AND LAND SURVEYOR MICHIGAN No. 2180 EXPIRATION DATE 12/31/2024
PROJECT NO. 2180	SHEET NO. 1 OF 2	DATE 10/2/24



SHOWN PROPOSED HYDRANT LOCATIONS  
 LASHIN'S IN OPEN SPACE  
 OPEN SPACE  
 WETLANDS



Introduced by the County Services Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

**RESOLUTION # 19 –**

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

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

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

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the attached list of Special and Routine Permits dated September 5, 2019 as submitted.

**COUNTY SERVICES: Yeas:** Celentino, Stivers, Grebner, Sebolt, Maiville, Naeyaert  
**Nays:** None **Absent:** Koenig **Approved 09/17/2019**

**INGHAM COUNTY ROAD DEPARTMENT**

DATE September 5, 2019

LIST OF CURRENT PERMITS ISSUED

ROW PERMIT#	APPLICANT/ CONTRACTOR	WORK	LOCATION	CITY/ TWP	SECTION
2019-369	SHERWOOD FAMILY FARM	LAND DIVISION	SHERWOOD RD	LOCKE	
2019-402	IC DRAIN COMM	MISC	CARTAGO DR	DELHI	
2019-410	MOORE FARMS	LAND DIVISION	HARPER RD	DELHI	
2019-407	COMCAST	CABLE OH/UG	POWELL RD	MERIDIAN	
2019-408	DONNA BELON	TREE REMOVAL	WOOD VALLEY DR	MERIDIAN	
2019-401	LANSING BWL	WATER MAIN	EIFERT RD	DELHI	
2019-404	MONTESSORI RADMOOR SCHOOL	SPECIAL EVENT	MT HOPE RD	MERIDIAN	
2019-406	KEPS TECH (ACD.NET)	CABLE UG	LEGACY PKWY	DELHI	
2019-339	ZAYO GROUP	CABLE OH/UG	GROVENBURG RD	DELHI	
2019-412	LEAVITT & STARCK EXCAV	ROAD CUT/CONST	HOLT RD	DELHI	
2019-405	ZAYO GROUP	MISC	PARK LAKE RD	MERIDIAN	
2019-401	LANSING BWL	WATER MAIN	EIFERT RD	DELHI	
2019-427	MERIDIAN TWP/GA HUNT	WATER MAIN	MT HOPE	MERIDIAN	
2019-432	KEPS TECH (ACD.NET)	CABLE OH	OKEMOS RD	MERIDIAN	
2019-425	CONSUMERS ENERGY	GAS	COLLEGE RD	ALAIEDON	
2019-413	PERNA TRUST	LAND DIVISION	COLLEGE RD	DELHI	
2019-414	REDWOOD USA	LAND DIVISION	CEDAR ST	DELHI	
2019-426	JEAN SCHULZ	LAND DIVISION	HASLETT RD	LOCKE	
2019-421	LISA'S SCHOLARSHIP 5K	SPECIAL EVENT	VARIOUS	LEROY	
2019-428	DENNIS GREENMAN	LAND DIVISION	EIFERT RD	DELHI	
2019-420	HAGER FOX ELECTRIC CO	MISC	MEADOW WOODS DR	MERIDIAN	
2019-453	ZAYO GROUP	CABLE OH-UG	HEENEY RD	STOCKBRIDGE	
2019-451	MERIDIAN TWP	SPECIAL EVENT	VARIOUS	MERIDIAN	

2019-468	GIGUERE HOMES	MISC	BENNETT RD	MERIDIAN	
2019-455	DELHI TWP/ LEAVITT&STARCK	WALKWAY CONSTRUCTION	VARIOUS	DELHI	
2019-465	GARY HARVEY	TREE REMOVAL	WHISPERWOOD DR	MERIDIAN	
2019-438	CONSUMERS ENERGY	GAS	WILLOUGHBY RD	DELHI	
2019-437	COMCAST	CABLE – UG	SOWER BLVD	MERIDIAN	
2019-456	COMCAST	CABLE – UG	CEDAR ST	DELHI	
2019-424	ICDC / BARNHART & SON	STORM	HOLT RD	DELHI	
2019-280	CONSUMERS ENERGY	ELEC-OH, BORE	WILLIAMSTON RD	INGHAM	
2019-372	CITY OF MASON	PUBLIC ROAD CONSTRUCTION	HOWELL RD	VEVAY	
2019-466	JH CONCRETE CONSTRUCTION	WALKWAY CONSTRUCTION	WILLES DON AVE	DELHI	
2019-481	MERIDIAN TWP	SPECIAL EVENT	HULETT RD	MERIDIAN	
2019-480	CONSUMERS ENERGY	ELECTRIC – OH	OLDS RD	LESLIE	
2019-393	CONSUMERS ENERGY	ELECTRIC – OH	KANSAS RD	MERIDIAN	
2019-471	CONSUMERS ENERGY	ELECTRIC – OH	SHERWOOD RD	MERIDIAN	
			MANAGING DIRECTOR:	_____	

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A PURCHASE ORDER TO ROGER DONALDSON AIA  
FOR ARCHITECTURAL SERVICES FOR THE RENOVATION OF OFFICE SPACE AT THE  
DRAIN COMMISSIONER'S OFFICE**

**RESOLUTION # 19 –**

WHEREAS, additional workspace and work stations are needed for staff; and

WHEREAS, it's the recommendation of the Facilities Department to enter into an agreement with Roger Donaldson, AIA, a registered local vendor who submitted the lowest responsive and responsible proposal of \$5,980.00 plus \$100.00 for reimbursables; and

WHEREAS, funds for this project are available through the contingency fund balance.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Roger Donaldson AIA, Holt, Michigan, 48842, for the architectural services for the renovation of office space at the Drain Commissioner's Office for an amount not to exceed \$6,080.00.

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

**COUNTY SERVICES: Yeas:** Celentino, Stivers, Grebner, Sebolt, Maiville, Naeyaert  
**Nays:** None **Absent:** Koenig **Approved 09/17/2019**

**FINANCE: Yeas:** Grebner, Tennis, Crenshaw, Polsdofer, Schafer  
**Nays:** None **Absent:** Morgan, Maiville **Approved 09/18/2019**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE THE RENEWAL OF THE SERVICE AGREEMENT FOR  
MAINTENANCE ON BOTH X-RAY SCREENING MACHINES AT THE  
VETERANS MEMORIAL COURTHOUSE AND GRADY PORTER BUILDING**

**RESOLUTION # 19 –**

WHEREAS, the County has a current agreement with Smith's Detection to provide preventative maintenance and service on the two Hi-Scan 6040I screening machines, one at the Grady Porter Building and one at the Veterans Memorial Courthouse; and

WHEREAS, the current service agreement expired on July 31, 2019; and

WHEREAS, Smith's Detection is proprietary; and

WHEREAS, the new agreement is once again for two units, for a two year period, beginning August 1, 2019 and ending on July 31, 2021; and

WHEREAS, Smith's Detection has agreed to hold their current pricing to perform inspections, maintenance and/or repair services on both machines for a total cost not to exceed \$16,846.00; and

WHEREAS, the funds for this service are available within the Veterans Memorial Courthouse Maintenance Contractual line item 631-26720-931100.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes a two year renewal of the service agreement with Smith's Detection, 2202 Lakeside Boulevard, Edgewood, MD 21040, for maintenance of the two X-ray screening machines, one at the Grady Porter Building and one at the Veterans Memorial Courthouse, for a total cost not to exceed \$16,846.00.

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

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

**Nays:** None **Absent:** Koenig **Approved 09/17/2019**

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

**Nays:** None **Absent:** Morgan, Maiville **Approved 09/18/2019**

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION REJECTING ALL BIDS  
FOR ITEM VII OF BID PACKET #108-19  
FOR ITEM VIII OF BID PACKET #108-19  
AND  
AUTHORIZING A CONTRACT WITH  
ACTION TRAFFIC MAINTENANCE, INC  
FOR ITEM IX OF BID PACKET #108-19  
AS-NEEDED CONCRETE, GUARDRAIL AND/OR TRAFFIC SIGNAL CONSTRUCTION**

**RESOLUTION # 19 –**

WHEREAS, the Road Department has determined that miscellaneous as-needed concrete, guardrail, and/or traffic signal construction is needed in various locations throughout the county; and

WHEREAS, the cost for the as-needed concrete, guardrail, and/or traffic signal construction is/will be budgeted in the 2019 and 2020 Road Fund Budgets; and

WHEREAS, the Ingham County Purchasing Department solicited and received sealed bids in accordance with Ingham County Purchasing policies for this project per Bid Packet #108-19, Items VII, VIII, and IX; and

WHEREAS, the bids were reviewed by the Ingham County Purchasing and Road Departments, and both Departments were in agreement that the low bidders' proposals met all necessary qualifications, specifications and requirements; and

WHEREAS, the low bid for Item VII results in project costs significantly greater than anticipated costs typically encountered on similar projects, so as a result, it is recommended to reject all bids received for Item VII of Bid Packet #108-19; and

WHEREAS, no bids were received for Item VIII, so as a result, it is recommended to reject the award of a contract for Item VIII of Bid Packet #108-19; and

WHEREAS, Action Traffic Maintenance, Inc of Flint, MI, submitted the lowest responsive and responsible unit price bid for Item IX as follows:

Item IX: As-Needed Guardrail Contract

Unit Price Bids applied to example projects from bid packet:

Allen Road over Wolf Creek = \$22,930.00

College Road over I-96 = \$66,603.00

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the rejection of all bids for Item VII for as-needed traffic signal construction and Item VIII for as-needed concrete construction as specified in the Ingham County Road Department's Bid Packet #108-19.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners approves entering into a unit price contract with Action Traffic Maintenance, Inc for Item IX for as-needed guardrail construction services as specified in the Ingham County Road Department's Bid Packet #108-19.

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

**COUNTY SERVICES: Yeas:** Celentino, Stivers, Grebner, Sebolt, Maiville, Naeyaert  
**Nays:** None **Absent:** Koenig **Approved 09/17/2019**

**FINANCE: Yeas:** Grebner, Tennis, Crenshaw, Polsdofer, Schafer  
**Nays:** None **Absent:** Morgan, Maiville **Approved 09/18/2019**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE THE PURCHASE OF HYDRAULIC COMPONENTS AND  
EQUIPMENT NEEDED FOR TWO NEW TANDEM AXLE TRUCK CHASSIS**

**RESOLUTION # 19 –**

WHEREAS, the Ingham County Road Department (ICRD) needs to replace two of its existing tandem axle dump trucks, which have aged past the point of economical serviceability; and

WHEREAS, these hydraulic components and equipment are needed to complete the construction of two new tandem axle truck chassis; and

WHEREAS, the ICRD has purchased two new tandem axle truck chassis from the State of Michigan MiDEAL program. The required hydraulic components and equipment are purchased separately from the truck chassis. The ICRD Maintenance Shop will install all of these hydraulic components and equipment on the two new tandem axle truck chassis; and

WHEREAS, the ICRD's adopted 2019 budget includes in controllable expenditures funds for this and other equipment purchases; and

WHEREAS, bids for hydraulic components and equipment to complete the two new tandem axle truck chassis were solicited and evaluated by the Ingham County Purchasing Department, and it is their recommendation, with the concurrence of ICRD staff, to purchase these products from Heights Machinery, Inc. Williamsburg, Michigan at a total cost not to exceed \$41,109.02.

THEREFORE BE IT RESOLVED, that the Board of Commissioners accepts the bids and authorizes the purchase of hydraulic components and equipment from Heights Machinery, Inc. Williamsburg, Michigan 49690.

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

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

**Nays:** None **Absent:** Koenig **Approved 09/17/2019**

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

**Nays:** None **Absent:** Morgan, Maiville **Approved 09/18/2019**



Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO ADOPT AND IMPLEMENT  
A STATE REQUIRED LOCAL PAVEMENT WARRANTY PROGRAM**

**RESOLUTION # 19 –**

WHEREAS, the Michigan Legislature per PA 175 of 2015 (MCL 247.662(22)) requires each county road agency to adopt a Local Agency Pavement Warranty Program approved by the Michigan Department of Transportation (MDOT); and

WHEREAS, as a result, a uniform, statewide Local Agency Pavement Warranty Program was developed by the Local Agency Pavement Warranty Task Force, consisting of MDOT, Federal Highway Administration (FHWA) Michigan Office, the County Road Association of Michigan (CRA), the Michigan Municipal League (MML), Michigan's Local Technical Assistance Program (LTAP), municipal road agency representatives, and legal counsels, with input from industry representatives; and

WHEREAS, the intent of the Local Agency Pavement Warranty Program is to provide a warranty program that all local agencies can use for larger road projects and to establish a common pavement warranty program for all local agencies in Michigan; and

WHEREAS, the goals of this warranty program are to standardize the review, to provide oversight of pavement warranty projects, and to make this program more transparent and uniform for private sector contractors; and

WHEREAS, MDOT has reviewed and approved the Michigan Local Agency Pavement Warranty Program, consisting of various standard contract provisions to be included in project contracts having warranties, warranty bonding documents, and local agency guidelines for implementation; and

WHEREAS, the Ingham County Road Department (ICRD) agrees to consider a local pavement warranty on each ICRD project that includes completely new road construction, complete reconstruction, and/or \$2 million or more in paving-related items, and includes any state or federal funds; and

WHEREAS, the Local Agency Pavement Warranty Program law requires each county road agency to annually report project and warranty status to MDOT on each project that includes a warranty and/or \$2 million or more in paving-related items and includes any state or federal funds, whether or not a warranty was utilized in the project; and

WHEREAS, ICRD agrees to implement the Michigan Local Agency Pavement Warranty Program consistent with the Guidelines for Local Agency Pavement Warranty Program document that was approved by the Michigan Department of Transportation.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners on behalf of the Ingham County Road Department hereby adopts the Michigan Local Agency Pavement Warranty Program and accompanying documents developed by the Local Agency Pavement Warranty Task Force as described above in accordance with the requirements of PA 175 of 2015 (MCL 247.662(22)).

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners on behalf of the Ingham County Road Department hereby agrees to implement the Local Agency Pavement Warranty Program and annually report in accordance with the law as described above.

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

**Nays:** None **Absent:** Koenig **Approved 09/17/2019**

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

**Nays:** None **Absent:** Morgan, Maiville **Approved 09/18/2019**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE A HEALTH INSURANCE PREMIUM DEDUCTION SERVICE  
AGREEMENT WITH THE MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM (MERS)**

**RESOLUTION # 19 –**

WHEREAS, Ingham County provides health insurance benefits to retirees and their eligible dependents, with retirees paying monthly contributions for these benefits; and

WHEREAS, the Ingham County Financial Services Department currently conducts monthly manual collections activities to receive retiree contributions; and

WHEREAS, retirees are receiving a monthly pension benefit from the Municipal Employees' Retirement System (MERS); and

WHEREAS, MERS will deduct retirees' monthly contributions from the retirees' monthly pension benefit with approval from the Board of Commissioners.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the attached Health Insurance Premium Deduction Service Agreement (Agreement) with the Municipal Employees' Retirement System (MERS).

BE IT FURTHER RESOLVED, that the Board Chairperson is authorized to sign any necessary contracts after review and approval as to form by the County Attorney.

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

**Nays:** None **Absent:** Koenig **Approved 09/17/2019**

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

**Nays:** None **Absent:** Morgan, Maiville **Approved 09/18/2019**

# Health Insurance Premium Deduction Service Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

This Health Insurance Premium Deduction Agreement ("Agreement" is between Municipal Employees' Retirement System of Michigan ("MERS") and Ingham Co  
(Municipality name)  
("Municipality") 3303, for the following Division(s) (Division name/s)  
(Municipality number)  
(Division number/s) (collectively, the "Parties") **effective** on the first day of 20.

The Municipality provides health (medical, dental and/or vision) insurance benefits to retirees ("Retirees") and their eligible dependents, with the Retirees paying monthly contributions for the benefits ("Retiree Contributions"). The Retirees are receiving a monthly pension benefit from MERS under the Municipality's MERS defined benefit or hybrid plan. The Municipality, with approval from its Governing Body, desires to have MERS deduct Retiree Contributions from the Retirees' monthly pension benefit from MERS, and MERS is willing to do so on the terms and conditions contained in this Agreement.

The Parties agree as follows:

1. **Term of Agreement:** This Agreement shall be effective beginning on the effective date above, for an initial term of one year. The Agreement shall automatically renew for successive periods of one year each unless terminated in accordance with paragraph 5 below.
2. **Coverage:** This Agreement applies to Retiree Contribution for the following health insurance benefit premiums Retiree Contributions (check all that apply):  
☐ Medical      ☐ Dental      ☐ Vision
3. **Scope of Services and Responsibilities of the Parties:**
  - a. The Municipality shall obtain and maintain, in reasonably accessible format, copies of written authorizations from each Retiree who wishes to have the insurance premium deducted from their monthly MERS pension benefit, in a format satisfactory to MERS.
  - b. The Municipality will, prior to MERS' commencing services under this Agreement, provide to MERS a list of its Retirees and their Retiree Contribution amounts ("Census").
  - c. Annually, and within 30 days of this Agreement's anniversary date, the Municipality shall provide MERS with a new Census or a written statement that no changes are required, in addition to the obligation to advise MERS of changes on a monthly basis, as set forth below.
  - d. Using the Census, MERS will deduct each Retiree Contribution amount from each Retiree's monthly benefit payment. On the 18th day of each month, MERS will send to the Municipality, via electronic funds transfer, the Retiree Contribution amounts. If the 18th day of the month falls on a weekend or holiday, the payment will be transferred the business day before.
  - e. The Municipality is responsible for all communication with the Retirees regarding the occurrence of the deductions and the amount of and any other information relating to the Retiree Contributions.

## Health Insurance Premium Deduction Service Agreement

- f. In addition to the annual review obligations set forth above, the Participating Municipality is responsible to communicate to MERS any and all changes to the Census prior to or on the 1st of each month for the upcoming payroll using the MERS identified method and format. Communications must be sent to MERS via e-mail to [paymentsupport@mersofmich.com](mailto:paymentsupport@mersofmich.com). Any changes not communicated to MERS by the 1st of each month will not be implemented in that month's payroll. Retroactive adjustments will not be made by MERS. The Municipality is solely responsible for correcting any errors that may occur due to untimely communication of changes to the Census, which may include refunding amounts to Retirees or collecting additional Retiree Contributions from the Retirees.
- g. The Municipality will pay MERS an annual fee per Coverage Type/Level (i.e. type of plan, single or married, etc.), and an annual fee per Retiree for the services set forth in this Agreement. The fee structure is as follows:

First Year (set-up)		Subsequent Years	
Part A: Number of Coverage Types/Levels		Part A: Number of Coverage Types/Levels	
1 to 49	\$200	1 to 49	\$200
Up to 99	\$300	Up to 99	\$300
Up to 149	\$400	Up to 149	\$400
Up to 199	\$500	Up to 199	\$500
Every additional 50 coverage types/levels above 199 is an additional \$100		Every additional 50 coverage types/levels above 199 is an additional \$100	
Part B: Per Participant Fee		Part B: Per Participant Fee	
\$5		\$2	

MERS may change the fee structure with prior written notice.

MERS will provide an annual invoice to the Municipality at year-end. The Municipality must pay MERS by check or electronic funds transfer the calculated amount within 30 days of receipt of the invoice.

4. **Limitations on Service:** MERS does not assume any obligations other than those responsibilities stated in this Agreement. In particular, MERS does not have the following obligations:
  - a. *Not a Fiduciary:* MERS is not the administrator, plan sponsor, trustee or fiduciary of the Participating Municipality's health insurance benefit plan(s). MERS shall have no discretionary authority or control over the management of the Municipality's health insurance benefit plan(s), and shall exercise no discretion or control with respect to the management or disposition of the Retiree Contribution amounts. MERS is not responsible for qualification or compliance of the Participating Municipality's health insurance plan(s) with the Internal Revenue Code and any other applicable laws, federal, state, or local, for which the plan sponsor or insurance plan administrator is responsible by law.
  - b. *Expenses:* MERS is not responsible for payment of any expense of the Participating Municipality's health insurance plan, including, but not limited to, the fees of an attorney, accountant and other individual or entity not employed by MERS who provides services hereunder at the request of or with the prior consent of the Participating Municipality.

## Health Insurance Premium Deduction Service Agreement

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5. **Termination of Agreement:** This Agreement may be terminated at any time by MERS or the Participating Municipality, by written notice. In the event of a termination, MERS shall cease to deduct Retiree Contribution amounts and will distribute any Retiree Contributions currently held to the Participating Municipality as soon as administratively practicable, or not later than the 18th day of the month following termination. The Municipality will be invoiced the annual fee following the termination notice. Failure to pay any invoice when due may result in termination of this agreement.
6. **Indemnification:** The Municipality agrees to indemnify MERS against any and all claims and liabilities arising out of MERS' performance under this Agreement. MERS shall not be liable, nor advance its own funds, for the payment of benefits or claims under the Municipality's health insurance plan(s). MERS shall not be liable for any cancellation or modification to any health insurance policy or benefit for any Retiree that may occur as a result of or during the effectiveness of this Agreement.
7. **Authority:** The Municipality's Governing Body has approved entry into this Agreement, and has authorized the signatory below to execute this Agreement and any subsequent amendments to this Agreement.
8. **Amendment and Waiver:** This Agreement may only be amended in writing, signed by both Parties. No failure of either Party to enforce any provisions of this Agreement shall constitute a waiver.
9. **Disputes:** Disputes arising out of this Agreement will be governed by the MERS' Plan Document and/or heard in the Circuit Court for the County of Eaton, State of Michigan. Michigan law shall govern this Agreement.

By signing below, both parties agree that the deductions will be administered in accordance with this Agreement. Items not addressed in this Agreement shall be administered in accordance with the Adoption Agreement between the Parties, the MERS Plan Document and/or applicable law.

Executed as of the first date above:

**Authorized Designee of Governing Body of Municipality:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**The Municipal Employees' Retirement System of Michigan:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION APPROVING COOPERATIVE AGREEMENT BETWEEN UNITED STATES  
AND INGHAM COUNTY TO ACCEPT \$218,400.00 FOR THE  
AREND TRUST CONSERVATION EASEMENT**

**RESOLUTION # 19 –**

WHEREAS, Ingham County desires to provide for the effective long-term protection and preservation of farmland and open space in Ingham County from the pressure of increasing residential and commercial development; and

WHEREAS, the Ingham County Board of Commissioners adopted the Ingham County Farmland Purchase of Development Rights Ordinance in July 2004; and

WHEREAS, the Ingham County Farmland and Open Space Preservation Board has scored and ranked all applications received for the 2018 cycle and submitted the Judith R. Arend Trust Farm to the 2018 Federal Agriculture Conservation Easement Program application cycle, for consideration of matching funds; and

WHEREAS, the Ingham County Farmland and Open Space Preservation Board Purchase of Development Rights Ordinance authorized the Ingham County Farmland and Open Space Preservation Board to make offers to purchase conservation easements on farms based on state certified appraisals; and

WHEREAS, the Ingham County Farmland and Open Space Preservation Board has funding in place to purchase the Permanent Conservation Easement Deeds on the Judith R. Arend Trust property.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves Cooperative Agreement # (place holder) for \$218,400.00 between United States of America (The United States), acting by and through the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (CCC), and Ingham County for the implementation of the Agriculture Conservation Easement Program (ACEP).

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Board Chair to sign Cooperative Agreement #(place holder) Amendment 2, and staff to sign all non-essential documents, after review and approval by County Attorney.

**COUNTY SERVICES: Yeas:** Celentino, Stivers, Grebner, Sebolt, Maiville, Naeyaert  
**Nays:** None **Absent:** Koenig **Approved 09/17/2019**

**FINANCE: Yeas:** Grebner, Tennis, Crenshaw, Polsdofer, Schafer  
**Nays:** None **Absent:** Morgan, Maiville **Approved 09/18/2019**

Award Identifying Number: N1926ALE0010049  
NEST Agreement Number: 545D211901S21

**FY 2019 STATEMENT OF WORK**  
**to**  
**COOPERATIVE AGREEMENT**  
**between**  
**THE COMMODITY CREDIT CORPORATION**  
**and the**  
**INGHAM COUNTY FARMLAND AND OPEN SPACE**  
**PROGRAM**  
**for the**  
**AGRICULTURAL CONSERVATION EASEMENT PROGRAM**  
**AGRICULTURAL LAND EASEMENTS**

This Cooperative Agreement is entered into by and between the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS), on behalf of the Commodity Credit Corporation (CCC), and the **INGHAM COUNTY FARMLAND AND OPEN SPACE PROGRAM** (hereinafter, whether singular or plural, **ENTITY**) for the purchase of agricultural land easements under the Agricultural Conservation Easement Program (ACEP-ALE). The CCC will utilize the expertise and services of NRCS to perform its duties identified in this Cooperative Agreement. The term "Parties" as used herein refers collectively to NRCS and the **ENTITY**.

**I. AUTHORITY**

NRCS enters this Cooperative Agreement under the authorities of the Commodity Credit Corporation Charter Act, 15 U.S.C. Section 714 et seq.; the Agricultural Conservation Easement Program, subtitle H of title XII of the Food Security Act of 1985, 16 U.S.C. Section 3865 et seq.; and the Federal Grant and Cooperative Agreement Act of 1977, 31 U.S.C. Section 6304 et seq. This Cooperative Agreement will be administered in accordance with uniform regulation for grants and agreements in 2 CFR Parts 25, 170, 200, and 400 and in accordance with the policies and procedures set forth in the ACEP regulation (7 CFR Pt. 1468) as published on January 1, 2018, except as otherwise specified herein.

**INGHAM COUNTY FARMLAND AND OPEN SPACE PROGRAM** enters this Cooperative Agreement under the authorities of **Ingham County Farmland Purchase Development Rights Ordinance No. 04-01**.

**II. PURPOSE**

This Cooperative Agreement stipulates the terms and conditions under which NRCS will provide ACEP cost-share assistance to the **ENTITY**. The **ENTITY** has signed the Notice of Grant and Agreement Award acknowledging that the award is subject to the terms and conditions of this Cooperative Agreement and all applicable laws, regulations, and policy.

**THEREFORE**, the Parties agree to enter into this Cooperative Agreement to purchase agricultural land easements from eligible landowners (Grantors) to protect the agricultural use, future viability, and related conservation values of eligible land by limiting nonagricultural uses of that land that negatively affect the agricultural uses and conservation values or to protect grazing uses and related conservation values by restoring or conserving eligible land. The Parties have identified these eligible lands on Attachment A to this Cooperative Agreement as parcels, herein referred to collectively as "Parcels" or individually as a "Parcel."

**III. OBLIGATION OF FUNDS**

- A. Upon execution of this Cooperative Agreement, NRCS will make cost-share assistance available up to the amount specified on the Notice of Grant and Agreement Award for the acquisition by the **ENTITY** of agricultural land easements on the funded Parcels listed on Attachment A to this Cooperative Agreement. To receive this cost share, the **ENTITY** must purchase the agricultural land easement and request payment of the NRCS cost share in accordance with Section VII of this Cooperative Agreement.

NRCS Representative Initial \_\_\_\_\_

Entity Representative Initial \_\_\_\_\_



NRCS may make additional cost-share assistance available in future fiscal years only to accommodate an increase in the appraised value of Parcels identified in Attachment A or substitute Parcels added to Attachment A as described in Section III.B., below, through the execution of mutually acceptable amendments to this Cooperative Agreement that identify the additional cost-share assistance amount, the adjustment to or substitution of a listed Parcel, and the terms and conditions of the funding if different from the terms and conditions identified herein, as provided in Section IX.C. This Cooperative Agreement shall not be amended to add additional attachments beyond Attachment A in future fiscal years.

- B. Upon mutual agreement of the Parties and execution of an amendment, as provided in Section IX.C, NRCS may allow substitution of Parcels at any time, provided the Parcels are of comparable conservation value as determined by NRCS.
- C. This Cooperative Agreement will expire on August 31, 2022. This Cooperative Agreement may be extended for up to two consecutive 12-month periods as follows: The first extension would expire on August 31, 2023, and the second extension would expire on August 31, 2024. Requests for an extension to this Cooperative Agreement must be submitted by the ENTITY to NRCS at least 60 days in advance of the agreement expiration date. The extension must take the form of an amendment to this Cooperative Agreement, which must be fully executed by all parties prior to the agreement expiration date in order to be valid. Should the ENTITY not close all Parcels on Attachment A prior to the agreement expiration date, NRCS may release any remaining funds from this Cooperative Agreement.
- D. Nothing in this document obligates NRCS or the ENTITY to purchase all or any of the agricultural land easement Parcels listed in Attachment A.

#### IV. FEDERAL SHARE

Based on a determination by NRCS that the ENTITY has satisfied the terms and conditions of this agreement, NRCS will pay the ENTITY a cost-share amount for the purchase of each agricultural land easement acquired by the ENTITY. The Federal share will not exceed 50 percent of the fair market value of the agricultural land easement as determined using one of the methods set forth in 7 CFR Section 1468.24. The payment of the Federal share for the purchase of an agricultural land easement on a parcel owned by a legal entity, general partnership, or joint venture will be reduced by an amount commensurate with the direct or indirect ownership interest in the legal entity, general partnership, or joint venture of each person or legal entity determined to have an average adjusted gross income that exceeds the limitation provisions of 7 CFR Part 1400, Subpart F.

#### V. COOPERATING ENTITY'S CONTRIBUTION

- A. At the time of execution of this Cooperative Agreement, the ENTITY must agree to contribute an amount for the easement purchase at least equivalent to the Federal share. The ENTITY may include as part of its contribution a charitable donation or qualified conservation contribution (as defined by sec. 170(h) of the Internal Revenue Code of 1986) from the eligible landowner if the ENTITY contributes its own cash resources in an amount that is at least 50 percent of the amount contributed by NRCS. If the NRCS State conservationist has waived a portion of the ENTITY cash contribution requirement for individual projects of special significance, the Parcels receiving the waiver must be identified in Attachment A and the ENTITY must provide a copy of the approved waiver at the time payment is requested.
- B. The ENTITY must self-certify on NRCS Form 230, "Confirmation of Matching Funds" (Exhibit 4), that the ENTITY's contribution of its own cash resources has not come from additional donations, payments, loans, or fees made by or charged to the Grantor (landowner) of the agricultural land easement, immediate family members, or organizations controlled by or funded by the Grantor (landowner), either through formal or informal agreements. The ENTITY must provide a completed NRCS Form 230 to

Award Identifying Number: N1926ALE0010049  
NEST Agreement Number: 545D211901S21

NRCS for a Parcel prior to the closing or an advance of funds for that Parcel.

- C. At the time of closing of any of the Parcels listed on Attachment A to this Cooperative Agreement, the **ENTITY** may choose to follow either the Cooperating Entity's Contribution requirements described in this Section V or the Cooperating Entity's Contribution requirements in effect as of the closing date, as described in 7 CFR Section 1468.24 or applicable successor regulation.

## VI. PAYMENTS

- A. The **ENTITY** must meet the terms and conditions set forth in this agreement and provide NRCS with the items identified in this Section and Section VII in order to receive the Federal share for a Parcel.
- B. The **ENTITY** may request payment of the Federal share as reimbursement after closing or as an advance payment prior to closing of an agricultural land easement on a Parcel.
- C. To obtain reimbursement or an advance payment of the Federal share, the **ENTITY** must submit Standard Form 270 (SF-270)(Request for Advance/Reimbursement of Funds (Exhibit 5)), the SF-270 Supplement for Noncertified Eligible Entities (Exhibit 6), and the information and documentation required by the supplement to the NRCS contact named on the Notice of Grant and Agreement Award. The **ENTITY** may submit the SF-270 payment request package—
1. 60 days prior to the planned closing date when a payment is to be issued at closing (advance payment);
  2. After the agricultural land easement has been recorded and the landowners have been paid (reimbursement); or
  3. On a quarterly basis for each quarter that agricultural land easements have been recorded and the landowners have been paid (reimbursement).
- D. **ENTITY** must maintain current registration in the Dun and Bradstreet Data Universal Numbering System (DUNS) and meet the System for Award Management (SAM) registration requirements or successor registry for the duration of this Cooperative Agreement.
- E. NRCS will disburse payment following receipt of a fully complete and correct SF-270 payment request package from the **ENTITY** within 30 days if the Federal share for the individual easement is less than \$250,000 and within 60 days if the Federal share for the individual easement is \$250,000 or greater.
- F. If NRCS provides an advance payment, the **ENTITY** must obtain a receipt for the Federal funds from the closing agent and provide it to NRCS prior to closing. The **ENTITY** must ensure the closing agent does not hold the Federal funds in escrow for more than 30 calendar days. If closing does not occur within 30 calendar days of receipt of the advance payment, the **ENTITY** must ensure the Federal funds and any interest earned on those funds while in escrow are returned to NRCS by the 31st calendar day. The **ENTITY** must ensure that the Federal funds are fully insured while held in escrow.

## VII. RESPONSIBILITIES

### A. ENTITY Responsibilities:

1. **ENTITY** will purchase agricultural land easements on eligible land from eligible landowners for the Parcels identified on Attachment A to this Cooperative Agreement consistent with the requirements identified herein. The landowner is identified as the Grantor under the terms of the agricultural land easement deed. The **ENTITY** must notify NRCS as soon as possible if there is a change in landownership after the parcel is identified as selected for funding and prior to closing on the easement.
2. **ENTITY** must ensure that the agricultural land easements acquired with funds made available under this Cooperative Agreement and the agricultural land easement deeds satisfy the following requirements:
  - a. Contain the "Minimum Deed Terms for the Protection of Agricultural Use," attached to this Cooperative Agreement as Exhibit 7 (ALE Minimum Deed Terms) or the most recent ALE Minimum Deed Terms approved for use under the Agricultural Improvement Act of 2018, Public Law 115-334, in effect at the time of Parcel closing. The **ENTITY** is authorized to use its own terms and conditions in the agricultural land easement deeds so long as the ALE Minimum Deed

NRCS Representative Initial \_\_\_\_\_

Entity Representative Initial \_\_\_\_\_

Award Identifying Number: N1926ALE0010049  
NEST Agreement Number: 545D211901S21

Terms are included pursuant to Paragraph 3, below;

- b. Address all of the regulatory deed requirements identified at 7 CFR Section 1468.25(d), except as further clarified in paragraph 10 below and as addressed in the Minimum Deed Terms attached hereto as Exhibit 7;
  - c. Address the disposition of the agricultural land easement and the Federal share in the event the agricultural land easement is ever extinguished, terminated, or condemned in whole or in part;
  - d. Are conveyed for the purpose of protecting natural resources and the agricultural nature of the land and permitting the landowner the right to continued agricultural production and related uses;
  - e. Run with the land in perpetuity or, where State law prohibits a permanent easement, for the maximum duration allowable under State law;
  - f. Protect the agricultural use, future viability, and related conservation value of the Parcels by limiting nonagricultural uses of that land that negatively affect the agricultural uses and conservation values or protect grazing uses and related conservation values by restoring or conserving eligible land;
  - g. Provide for the administration, management, and enforcement of the agricultural land easement by the ENTITY or its successors and assigns;
  - h. Permit effective enforcement of the conservation purposes of such easements; and
  - i. A conservation plan is required pursuant to the terms of 7 CFR Section 1468.25(d)(2) for any portion of the Parcel that is Highly Erodible Cropland (HEL).
3. The ENTITY has the following three options for ensuring that the agricultural land easement deed contains the ALE Minimum Deed Terms required in paragraph VII.A.2 above:
- a. Attach the ALE Minimum Deed Terms Addendum as an Exhibit to the Agricultural Land Easement Deed. Under this option, the ENTITY does not need to have the entire agricultural land easement deed reviewed by NRCS National Headquarters; instead, NRCS at the State level will verify prior to the ENTITY requesting an advance of the Federal share or closing on an agricultural land easement that the ENTITY satisfies all of the following requirements:
    - (i) The ALE Minimum Deed Terms addendum will be attached to the agricultural land easement deed at the time of closing and recordation;
    - (ii) The terms of the ALE Minimum Deed Terms addendum are not modified except for appropriate formatting changes, selecting options, removing instructional provisions, and substituting, as needed, the defined terms for the ALE Deed, Baseline Documentation Report, Protected Property, and the Parties; and
    - (iii) The paragraph below is inserted at the bottom of the agricultural land easement deed: *This [INSERT DEFINED TERM FOR AGRICULTURAL LAND EASEMENT] is acquired with funds provided, in part, under the Agricultural Conservation Easement Program (ACEP). The EXHIBIT \_\_\_\_ is attached hereto and incorporated herein by reference and will run with the land [SELECT ONE: in perpetuity OR for the maximum duration allowed under applicable State laws]. As required by 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468, and as a condition of receiving ACEP funds, all present and future use of the Protected Property identified in EXHIBIT \_\_\_\_ (legal description or survey) is and will remain subject to the terms and conditions described in EXHIBIT \_\_\_\_ entitled Minimum Deed Terms for the Protection of Agricultural Use that is appended to and made a part of this easement deed.*
  - b. Incorporate the ALE Minimum Deed Terms into the Body of the Agricultural Land Easement Deed. Under this option, the ENTITY must ensure the terms as stated in the ALE Minimum Deed Terms addendum are included in the body of the agricultural land easement deed. The ALE Minimum Deed Terms may be formatted to select options where instructed, conform terms to deed formatting, complete terms with required information, and delete instructions to drafters.

NRCS Representative Initial \_\_\_\_\_

Entity Representative Initial \_\_\_\_\_

Award Identifying Number: N1926ALE0010049

NEST Agreement Number: 545D211901S21

Each individual agricultural land easement deed must be reviewed and approved by NRCS National Headquarters prior to the ENTITY requesting an advance of the Federal share or closing on an agricultural land easement.

- c. Entity Agricultural Land Easement Deed Template Approved by NRCS. Beginning in fiscal year 2020, and upon mutual agreement of the Parties, the Cooperative Agreement may be amended to replace or supplement the attached Exhibit 7 with an agricultural land easement deed template approved by NRCS National Headquarters (NHQ), to be used for every Parcel listed on Attachment A to this Cooperative Agreement. The terms and conditions of the agricultural land easement deed template must contain the most recent ALE minimum deed terms and must be approved by NRCS NHQ in advance of the execution of an amendment to the Cooperative Agreement. If the ENTITY uses the approved NRCS NHQ-approved deed template without changing any terms or conditions, then the ENTITY is not required to obtain NRCS NHQ review and approval of the individual, final agricultural land easement deeds. NRCS at the State level will verify that the individual, final agricultural land easement deed is the same as the NHQ-approved template prior to the ENTITY requesting an advance of the Federal share or prior to closing on an agricultural land easement.
4. The ENTITY must provide to NRCS a copy of the agricultural land easement deed and all Exhibits at least 90 days before the planned closing date.
5. NRCS may require adjustments to the provisions identified in paragraph VII.A.2 above and require the addition of other provisions if NRCS determines that they are necessary to meet the purposes of ACEP and protect the conservation values of the Protected Property.
6. The ENTITY must perform necessary legal and administrative actions to ensure proper acquisition and recordation of valid agricultural land easements.
7. The ENTITY must pay all costs of agricultural land easement acquisition and must operate and manage each agricultural land easement in accordance with its easement program, this Cooperative Agreement, 16 U.S.C. Section 3865 et seq., and applicable regulations. NRCS will have no responsibility for the costs or management of the agricultural land easements purchased by the ENTITY.
8. NRCS will not be responsible for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the ENTITY in connection with its acquisition or management of the agricultural land easements acquired pursuant to this Cooperative Agreement. This includes but is not limited to acts and omissions of the ENTITY agents, successors, assigns, employees, contractors, or lessees that result in violations of any laws and regulations that are now or that may in the future become applicable.
9. The ENTITY must prepare a baseline documentation report documenting the condition of the Parcel as of the time the agricultural land easement is acquired and include a completed baseline documentation report in the payment request package submitted to NRCS pursuant to Section VI. The baseline documentation report must contain maps, full descriptions and pictures of the Parcel location, existing structures and infrastructure, land use, land cover and its condition, and any special features for which the Parcel is being protected. The ENTITY must provide NRCS a draft baseline documentation report at least 90 days before the planned closing date of the agricultural land easement deed.
10. ENTITY must ensure completion of a conservation plan that meets the requirements of 7 CFR Part 12 for any portion of a Parcel that contains highly erodible cropland (HEL). The HEL conservation plan must be developed by NRCS or an NRCS-certified planner and approved prior to closing. The HEL conservation plan may comprise the entirety of an agricultural land easement plan. The development of a broad, comprehensive agricultural land easement plan or associated component plans is not required unless agreed to by ENTITY as a condition of funding. The agricultural land easement is not required to be subject to an agricultural land easement plan with the exception that the ENTITY must ensure that the ALE deed addresses compliance requirements associated with HEL conservation plans pursuant to 7 CFR Part 12.

NRCS Representative Initial \_\_\_\_\_

Entity Representative Initial \_\_\_\_\_

Award Identifying Number: N1926ALE0010049

NEST Agreement Number: 545D211901S21

11. In acquiring agricultural land easements, the **ENTITY** must ensure that the title to the lands or interests therein will be unencumbered or that outstanding or reserved interests are subordinated to the agricultural land easement. The **ENTITY** and NRCS must review the title commitment to ensure there are no encumbrances that would allow nonagricultural uses of the property that are not acceptable to the **ENTITY** or NRCS. The **ENTITY** must provide NRCS a copy of the title commitment or title report, a summary of the **ENTITY** title review findings, and any other requested documentation related to title at least 90 days before the planned closing date. Any exceptions to the requirement to remove or subordinate outstanding or reserved interests must be consistent with this Cooperative Agreement, 16 U.S.C. Section 3865 et seq., and applicable regulations, and approved by NRCS and documented on the LTP-23 Certificate of Use and Consent.
12. The **ENTITY** must secure proper title evidence and insurance using an American Land Title Association (ALTA) Owner's Policy with the **ENTITY** listed as the insured on the policy and the policy issued for at least the full amount of the agricultural land easement purchase price.
13. The **ENTITY** must obtain a determination of the fair market value of the agricultural land easement for each Parcel at its own cost using one of the methods set forth in 7 CFR Section 1468.24. Individual appraisals must be conducted by a certified general appraiser and must conform to the NRCS appraisal specifications provided as Exhibit 8 and either the Uniform Standards of Professional Appraisals Practices (USPAP) or the Uniform Appraisal Standards for Federal Land Acquisitions (Interagency Land Acquisition Conference, 2000) (USFLA). The effective date of the appraised value must be within 6 months prior to or after the date the Parcel is added to this agreement as a funded Parcel or within 12 months of the closing date of the agricultural land easement on the Parcel. Use of fair market valuation methodologies other than individual USPAP or UASFLA appraisals must be approved by NRCS in writing prior to entering into this Cooperative Agreement.
14. The **ENTITY** must provide the appraiser the NRCS appraisal specifications (Exhibit 8) and all of the items required to be provided by the **ENTITY** as identified in the NRCS appraisal specifications. The **ENTITY** must receive a separate appraisal report for each funded Parcel identified on Attachment A. Under no circumstances may the **ENTITY** allow the landowner to approve or disapprove of the appraiser selected to prepare the appraisal report. The landowner may not be listed as the client.
15. The **ENTITY** must provide NRCS a completed appraisal report at least 90 days before the planned closing of the agricultural land easement so that NRCS may conduct a technical review of the appraisal. The **ENTITY** may not close the agricultural land easement until the technical reviewer approves the appraisal report. If the **ENTITY** closes the agricultural land easement prior to the approval of the appraisal by the technical reviewer NRCS may not provide the Federal share for the agricultural land easement and may terminate this agreement.
16. The **ENTITY** may not use ACEP funds to acquire an easement on a property in which the **ENTITY**'s employee or board member, with decision-making involvement in easement acquisition and management matters, has a property interest or whose immediate family member or household member has a property interest. The **ENTITY** agrees to conduct itself in a manner so as to protect the integrity of agricultural land easements it holds and avoid the appearance of impropriety or actual conflicts of interest in its acquisition and management of agricultural land easements.
17. The **ENTITY** may not at any time, while the **ENTITY** holds title to the agricultural land easement, seek to acquire the remaining fee interest in the Parcel. Likewise, if the **ENTITY** enters into an agreement with another entity to manage or monitor the agricultural land easement, and that entity seeks to acquire the underlying fee, the **ENTITY** agrees to terminate immediately such agreement and arrange for an uninterested party to manage or monitor the Parcel.
18. The **ENTITY** must implement easement enforcement procedures when a violation of the agricultural land easement is identified by or reported to the **ENTITY**. **ENTITY** enforcement procedures resulting from a violation of a conservation plan may only be initiated after all administrative and appeal rights have been exhausted by the landowner in accordance with 7 CFR Part 12 and 7 CFR Part 614.
19. The **ENTITY** must submit a completed Federal Financial Report Standard Form 425 (FFRs) (Exhibit

NRCS Representative Initial \_\_\_\_\_

Entity Representative Initial \_\_\_\_\_

Award Identifying Number: N1926ALE0010049

NEST Agreement Number: 545D211901S21

- 2) to the NRCS State office at least 5 business days prior to the end of each fiscal quarter (December 31, March 31, June 30, and September 30) for each quarter the **ENTITY** closes an agricultural land easement on a Parcel. Reports must be submitted on an accrual accounting basis. Failure to submit complete reports in accordance with the above schedule may result in suspension or termination of the Cooperative Agreement. A final FFR must be submitted no later than 90 days after the end date of the Cooperative Agreement.
20. At a minimum, the **ENTITY** must monitor every agricultural land easement on an annual basis to ensure and document compliance with the agricultural land easement deed. Each year the **ENTITY** must submit the annual monitoring report for that year to the appropriate NRCS State office in the format required by NRCS.
21. Nongovernmental organizations must continue to meet the definition of nongovernmental organization in 7 CFR Section 1468.3 for the entire term of this agreement.
22. This paragraph and paragraphs 2, 7, 8, 9, 10, 16, 17, 18, 19, and 20 of this Section VII.A will survive the closing of the agricultural land easement and the termination or expiration of this Cooperative Agreement.

**B. NRCS Responsibilities:**

1. The United States, by and through NRCS, will review applications submitted by the **ENTITY**, determine land and landowner eligibility, rank eligible applications, obtain and review a hazardous substance record search, conduct an onsite visit, and authorize Parcels to be added to Attachment A to this Cooperative Agreement as tentatively selected for funding or as substitutes.
2. NRCS will provide technical assistance to develop any required HEL conservation plans, and to the extent its resources allow, be available for consultation and review of any agricultural land easement plans developed by the **ENTITY**.
3. NRCS will manage the funds obligated to this Cooperative Agreement and, subject to the availability of funds, disburse the appropriate funds to the **ENTITY** in accordance with this Cooperative Agreement.
4. After the required materials have been submitted by the **ENTITY**, prior to closing, NRCS will—
  - a. Review the agricultural land easement deed based on the option selected by the **ENTITY** for incorporating the ALE Minimum Deed Terms, and provide the **ENTITY** with any approval instructions or items requiring resolution;
  - b. Review the title documents submitted by the **ENTITY**, complete an LTP-23 Certificate of Use and Consent, and provide the findings to the **ENTITY** for information or remedy as necessary;
  - c. Conduct a technical review of the appraisal submitted by the **ENTITY** and provide the findings to the **ENTITY** for information or resolution as necessary;
  - d. Develop a conservation plan on any highly erodible land and, if requested by the **ENTITY** and as resources allow, review any agricultural land easement plans developed by the **ENTITY** and identify any items for resolution to the **ENTITY**;
  - e. Review the draft baseline documentation report provided by the **ENTITY** and notify the **ENTITY** if additional information is needed;
  - f. Review and provide notice of determination on any waiver requests submitted by the **ENTITY** in accordance with ACEP policy; and
  - g. After NRCS reviews are completed and the materials are determined acceptable, provide the **ENTITY** with an "Approval for a Non-certified Eligible Entity to Proceed with the ALE Acquisition" letter and the NRCS-signed "Confirmation of Matching Funds."
5. If an advance payment is requested, NRCS will also provide a copy of the NRCS closing agent

NRCS Representative Initial \_\_\_\_\_

Entity Representative Initial \_\_\_\_\_

requirements to the **ENTITY**.

6. Prior to NRCS disbursement of funds, the NRCS State conservationist will verify that the **ENTITY** has provided all documentation, certifications, and information required by Sections VI and VII.A. NRCS will conduct an internal review the SF-270 payment request package in accordance with NRCS easement acquisition internal controls policy. The NRCS State office will submit a copy of the payment request package for national review and approval for all agricultural land easement payments that meet the national review threshold. Complete payment request packages for national review must be submitted by NRCS at the State level to NRCS NHQ no less than 30 days before the planned closing date.
7. NRCS will certify payment and disburse funds for Parcels listed as funded on Attachment A to this Cooperative Agreement when the **ENTITY** has requested payment prior to the expiration date of this Cooperative Agreement, consistent with the requirements of this Cooperative Agreement.
8. NRCS will review the annual monitoring reports provided by the **ENTITY** to ensure monitoring is conducted annually and reports are sufficient and submitted to NRCS annually for every NRCS-funded conservation easement held by the **ENTITY**.

#### **VIII. PUBLIC INFORMATION**

- A. The **ENTITY** agrees to acknowledge NRCS cost-share assistance in any public outreach materials or events related to agricultural land easements acquired pursuant to this Cooperative Agreement and to provide draft copies of such information to the NRCS State office for review and comment before public release.
- B. The **ENTITY** agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under section 1244 of the Food Security Act of 1985 (16 U.S.C. Sec. 3844) and section 1619 of the Food, Conservation, and Energy Act of 2008 (7 U.S.C. Sec. 8791).

#### **IX. GENERAL PROVISIONS**

- A. This Cooperative Agreement constitutes financial assistance and, therefore, all Federal laws, regulations, and Executive orders are applicable, including 2 CFR Parts 25, 170, 200, and 400.
- B. It is the intent of NRCS to fulfill its obligations under this Cooperative Agreement. However, NRCS may not make commitments in excess of funds authorized by law or made administratively available. If NRCS is unable to fulfill its obligations under this Cooperative Agreement because of the unavailability of funds, this Cooperative Agreement will automatically terminate.  
  
No assignment, in whole or in part, will be made of any right or obligation under this Cooperative Agreement without the joint approval of both NRCS and the **ENTITY**. Nothing herein will preclude NRCS or the **ENTITY** from entering into other mutually acceptable arrangements or agreements, except as identified in Section VII.A.16 of this Cooperative Agreement. Such documents must be in writing, must reference this Cooperative Agreement, and must be maintained as part of the official Cooperative Agreement file.
- C. This Cooperative Agreement may only be amended or modified by written amendment signed by the authorized officials of the NRCS and the **ENTITY**.
- D. NRCS may terminate this Cooperative Agreement if NRCS determines that the **ENTITY** has failed to comply with the provisions of this Cooperative Agreement or if it determines that it is in the best interests of the Federal Government to terminate. In the event that this Cooperative Agreement is terminated for any reason, the financial obligations of the Parties will be as set forth in 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
- E. If any recipient of Federal funds under this Cooperative Agreement fails to comply with the terms and conditions of this Cooperative Agreement, NRCS reserves the right to wholly or partially recapture funds provided in accordance with applicable regulations.

Award Identifying Number: N1926ALE0010049  
NEST Agreement Number: 545D211901S21

**X. ATTACHMENTS and EXHIBITS**

Signature Page – NRCS-ADS-093, “Notice of Grant and Agreement Award”

Attachment A – List of Agricultural Land Easement Parcels funded by NRCS

Exhibit 1 – NRCS General Terms and Conditions – Grants and Cooperative Agreements

Exhibit 2 – Standard Form 425 (SF-425), “Federal Financial Report”

Exhibit 3 – Representation Regarding Felony Convictions and Tax Delinquent Status for Corporate Applicants (AD-3031)

Exhibit 4 – NRCS Form 230, “Confirmation of Matching Funds for general ACEP-ALE”

Exhibit 5 – SF-270, “Request for Advance/Reimbursement of Funds”

Exhibit 6 – SF-270 Supplement for Noncertified Eligible Entities

Exhibit 7 – Minimum Deed Terms for the Protection of Agricultural Use (ALE Minimum Deed Terms addendum dated February 2019)

Exhibit 8 – NRCS Appraisal Specifications and Scope of Work for Appraisals of Real Property for ACEP-ALE

Exhibit 9 – Certification Regarding Lobbying

NRCS Representative Initial \_\_\_\_\_

Entity Representative Initial \_\_\_\_\_



**NOTICE OF GRANT AND AGREEMENT AWARD**

<b>1. Award Identifying Number</b> N1926ALE0010049		<b>2. Amendment No.</b> N/A	<b>3. Award/Project Period</b> DOFS - 8/31/2022	<b>4. Type of Award Instrument</b> Cooperative																
<b>5. Agency: Natural Resources Conservation Service (NRCS)</b> (Name and Address)  NRCS - Michigan State Office 3001 Coolidge Road, Suite 250 East Lansing, MI 48823			<b>6. Recipient Organization: (Name and Address)</b> Ingham County Farmland and Open Space Preservation Program 121 E. Maple Street, Mason, MI 48854  <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td><b>DUNS:</b> 040574592</td> <td><b>EIN:</b> 38-6005629</td> </tr> </table>		<b>DUNS:</b> 040574592	<b>EIN:</b> 38-6005629														
<b>DUNS:</b> 040574592	<b>EIN:</b> 38-6005629																			
<b>7. NRCS Program Contact:</b> Brian Thomas, 517-324-5259 brian.thomas@usda.gov		<b>8. NRCS Administrative Contact:</b> Brian Thomas, 517-324-5259 brian.thomas@usda.gov	<b>9. Recipient Program Contact:</b> Stacy Byers, 517-244-7197 stacy@sheridanland.com	<b>10. Recipient Administrative Contact:</b> Stacy Byers, 517-244-7197 stacy@sheridanland.com																
<b>11. CFDA Number</b> 10.931	<b>12. Authority</b> 16 U.S.C. 3865 et seq.		<b>13. Type of Action</b> i. New Agreement	<b>14. Project Director</b> N/A																
<b>15. Project Title/Description:</b> ACEP-ALE, Nest No. 545D211901S21. Complete agreement includes this NRCS-ADS-093 (NOA) and attachments listed on page 2.																				
<b>16. Entity Type:</b> <input type="checkbox"/> Profit <input type="checkbox"/> Nonprofit <input type="checkbox"/> Higher Education <input type="checkbox"/> Federal <input checked="" type="checkbox"/> State/Local <input type="checkbox"/> Indian/Native American  <input type="checkbox"/> Other																				
<b>17. Select Funding Type:</b>			<b>18. Accounting and Appropriation Data</b>																	
<input checked="" type="checkbox"/> Federal <input checked="" type="checkbox"/> Non-Federal			<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Financial Code</th> <th>Amount</th> <th>Fiscal Year</th> <th>Treasury Symbol</th> </tr> </thead> <tbody> <tr> <td>NR.SIACBA.26.1S21.19 XXF</td> <td>\$ 218,400.00</td> <td>2019</td> <td>12X1004</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		Financial Code	Amount	Fiscal Year	Treasury Symbol	NR.SIACBA.26.1S21.19 XXF	\$ 218,400.00	2019	12X1004								
Financial Code	Amount	Fiscal Year	Treasury Symbol																	
NR.SIACBA.26.1S21.19 XXF	\$ 218,400.00	2019	12X1004																	
Original Funds Total:			\$ 218,400.00      \$ 341,600.00																	
Additional Funds Total:																				
Grand Total:			\$ 218,400.00      \$ 341,600.00																	
<b>19. APPROVED BUDGET</b>																				
Personnel	\$	Fringe Benefits	\$																	
Travel	\$	Equipment	\$																	
Supplies	\$	Contractual	\$																	
Construction	\$	Other	\$ 560,000.00																	
Total Direct Cost\	\$ 560,000.00	Total Indirect Cost	\$																	
		Total Non-Federal Funds	\$ 341,600.00																	
		Total Federal Funds Awarded	\$ 218,400.00																	
		Total Approved Budget	\$ 560,000.00																	
<p>This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.</p>																				

(Continuation)

NOTICE OF GRANT AND AGREEMENT AWARD			
Award Identifying Number	Amendment No.	Award/Project Period	Type of Award Instrument
N1926ALE0010049	N/A	DOFS - 8/31/2022	Cooperative

List of Attachments:

Statement of Work and Attachment A (list of parcels); Ex. 1, General Terms and Conditions; Ex. 2, SF-425 Federal Financial Report; Ex. 3, AD-3031 Assurance for Felony and Tax Delinquency; Ex. 4, NRCS-CPA-230 Confirmation of Matching Funds; Ex. 5, SF-270 Request for Payment; Ex. 6, Supplement to SF-270 for Certified Eligible Entities; Ex. 7, Minimum Deed Terms; Ex. 8, Appraisal Specifications; Ex. 9, Certification Regarding Lobbying

Name and Title of Authorized Government Representative	Signature	Date
Garry Lee, State Conservationist		
Name and Title of Authorized Recipient Representative	Signature	Date
Stacy Byers, Director		

**NONDISCRIMINATION STATEMENT**

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

**PRIVACY ACT STATEMENT**

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Agricultural Conservation Easement Program -- Agricultural Land Easement (ACEP-ALE)  
Agreement Attachment A

Award Identifying Number: N1926ALE0010049  
NEST Agreement Number: 545D211901S21

**Attachment A- Fiscal Year (FY) 2019**

**List of Agricultural Land Easement Parcels Funded by NRCS With Fiscal Year 2019 Funds and Identified Substitute Parcels.**

NRCS has made cost-share assistance available up to the amount specified on the NRCS-ADS-093, "Notice of Grant and Agreement Award," for parcels on this attachment that have been selected for funding. Parcels listed and not currently selected for funding and parcels identified at the time of the proposed substitution may be substituted for funded parcels that are cancelled upon mutual agreement of the Parties and removed from this attachment.

Funds obligated under this attachment will expire on August 31, 2022, unless an extension is requested and granted in accordance with the terms of the agreement.

NEST Parcel ID Number	Total Acres	Estimated Agricultural Land Easement Value	Estimated Federal Contribution	Parcel or Landowner Name(s) <sup>1/</sup>	Selected for Funding (Yes or No)	Reflects determinations made at time parcel is identified as selected for funding only.	
						Approved Cash Contribution Waiver (Yes or No) <sup>2/</sup>	Commensurate Reduction Required (Yes or No) <sup>3/</sup>
545D211901S22	182.88	\$560,000.00	\$218,400.00	Judith L. Arend Trust	Y	N	N
<b>Totals</b>	<b>182.88</b>	<b>\$560,000.00</b>	<b>\$218,400.00</b>				

<sup>1/</sup> The parcel or landowner name on this attachment is for quick reference purposes only, the official NRCS identifier for the parcel is the NEST parcel ID number listed in the first column. NRCS maintains its official record of current landowner information for parcels identified on this attachment in its electronic database systems for easement records and financial transactions.

<sup>2/</sup> Identify whether the parcel has received an eligible entity cash contribution waiver for projects of special significance at the time the parcel is identified as selected for funding. This attachment does not have to be updated to reflect cash contribution waivers granted after the parcel is identified as selected for funding. For all parcels, the entity must submit a copy of the NRCS waiver approval letter with the payment request for the parcel.

<sup>3/</sup> At the time the parcel is identified as selected for funding and again prior to closing, NRCS must determine landowner compliance with adjusted gross income (AGI) limitations and whether a commensurate reduction to the payment of the Federal share is needed. The outcome of the determination made at the time the parcel is selected for funding is identified on this attachment. Prior to closing, NRCS will notify the eligible entity in writing if the results of the AGI and associated commensurate reduction determinations have changed.

Entity Representative Initial \_\_\_\_\_

1

NRCS Representative Initial \_\_\_\_\_

Introduced by the Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AUTHORIZING A 2018 DEFICIT ELIMINATION PLAN**

**RESOLUTION # 19 –**

WHEREAS, the State of Michigan requires the filing of a Deficit Elimination Plan whenever a fund meets the definition of a fund deficit; and

WHEREAS, the Homeland Security Grant fund and the Fair fund on the 2018 financial statements met the criteria for completing a Deficit Elimination Plan; and

WHEREAS, Homeland Security Grant fund reported a deficit of \$129,112; and

WHEREAS, Fair fund reported a calculated deficit of \$13,592 as defined by the State of Michigan.

THEREFORE BE IT RESOLVED, that the Controller/Administrator will authorize the transfer of \$13,592 to the Fair fund from the General Fund's fund balance.

BE IT FURTHER RESOLVED, that the Controller/Administrator will authorize the transfer of \$129,112 to the Homeland Security grant fund from the General Fund's fund balance.

BE IT FURTHER RESOLVED, that due to the principle cause of the shortage being an accounting timing issue, that upon reconciliation of the Homeland Security Fund, the Homeland Security fund shall repay the General Fund an amount not to exceed \$129,112.

BE IT FURTHER RESOLVED, that the deficit elimination plan for Homeland Security Grant fund and Fair fund be submitted to the State of Michigan for their approval.

BE IT FURTHER RESOLVED, that the execution of the plans be implemented by the Controller/Administrator.

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

**Nays:** None **Absent:** Morgan, Maiville **Approved 09/18/2019**

Introduced by the Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE ADDITIONAL PAYMENT  
TO PLANTE MORAN FOR 2018 AUDIT**

**RESOLUTION # 19 –**

WHEREAS, Ingham County has contracted with Plante Moran to conduct the audit for 2018; and

WHEREAS, as a result of significant staffing changes in the Financial Services Department, additional services were needed to complete the Comprehensive Annual Financial Report; and

WHEREAS, Plante Moran provided an additional 371 hours of unbudgeted time to complete the audit; and

WHEREAS, at their discounted hourly rates plus an additional professional relationship discount of 20%, Plante Moran calculated the cost of this additional unbudgeted time to be \$44,520.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a contract amendment for an additional payment of \$44,520 to Plante Moran for 2018 audit costs from the Contingency Fund.

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

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

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

**Nays:** None **Absent:** Morgan, Maiville **Approved 09/18/2019**

Introduced by the Human Services Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION DESIGNATING OCTOBER AS “BREAST CANCER AWARENESS  
MONTH” IN INGHAM COUNTY**

**RESOLUTION # 19 –**

WHEREAS, the month of October is designated as National Breast Cancer Awareness month as part of an effort established 34 years ago to educate women about early breast cancer detection, diagnosis and treatment; and

WHEREAS, breast cancer is one of the most common types of cancer in women; and

WHEREAS, approximately one out of every eight women born today in the United States will be diagnosed with breast cancer in their lifetime; and

WHEREAS, early detection is the key to survival; with regular screening, breast cancer is more likely to be detected at an earlier stage when it is most treatable, education can help inform the public of methods of early detection; and

WHEREAS, since the inception of Breast Cancer Awareness Month mammography use has increased and breast cancer death rates have declined, yet many women still do not utilize mammography at regular intervals; and

WHEREAS, mammography is the best available method of detecting breast changes that may be cancer, long before physical symptoms can be seen or felt, and that breast cancer deaths could decline further if all women age 40 and older received mammograms at regular intervals.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby designates the month of October as “Breast Cancer Awareness Month” in Ingham County and urges all women and their families to get the facts about breast cancer detection, diagnosis and treatment.

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

**Nays:** None **Absent:** None **Approved 09/16/2019**

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO ADOPT INGHAM COUNTY HEALTH DEPARTMENT INCENTIVE PROGRAM  
FOR MEDICAL PROVIDERS POLICY**

**RESOLUTION # 19 –**

WHEREAS, Ingham County Health Department (ICHD) wishes to adopt an Incentive Program for Medical Providers Policy effective FY 2019; and

WHEREAS, Ingham Community Health Centers (IHC) promotes both productivity and quality performance of directly employed medical providers by awarding a financial incentive to those directly employed medical providers who demonstrate visit productivity and quality performance that exceed benchmarks; and

WHEREAS, this incentive program provides a financially sustainable approach to recognizing high performers for contributing to the quadruple bottom line (financial sustainability, quality performance, and patient and provider satisfaction) goals of the Ingham Community Health Centers; and

WHEREAS, the amount awarded will be \$15.00 per qualifying visit in excess of the adjusted expected quarterly visit benchmark; and

WHEREAS, this amount will be covered through the billable reimbursement value of the qualifying visits; and  
WHEREAS, the total productivity incentive will be adjusted by a discount rate based on clinical quality measure performance as specified in the Health Center Incentive Program for Medical Providers Policy; and

WHEREAS, the Ingham County Health Center Board of Directors has adopted the Health Center Incentive Program for Medical Providers Policy; and

WHEREAS, the Michigan Nurses Association supports the approval of the attached resolution to adopt the Health Center Incentive Program for Medical Providers Policy; and

WHEREAS, the Health Officer and Ingham Community Health Centers Board of Directors recommend that the Ingham County Board of Commissioners adopt the Ingham County Health Department Incentive Program for Medical Providers Policy effective FY 2019.

THEREFORE BE IT RESOLVED, that Ingham County Board of Commissioners authorize adoption of the attached Ingham County Health Department Incentive Program for Medical Providers Policy effective FY 2019.

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

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




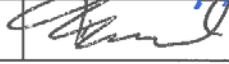
**HUMAN SERVICES: Yeas:** Tennis, Trubac, Sebolt, Morgan, Slaughter, Stivers, Naeyaert  
**Nays:** None **Absent:** None **Approved 09/16/2019**

**COUNTY SERVICES: Yeas:** Celentino, Stivers, Grebner, Sebolt, Maiville, Naeyaert  
**Nays:** None **Absent:** Koenig **Approved 09/17/2019**

**FINANCE: Yeas:** Grebner, Tennis, Crenshaw, Polsdofer, Schafer  
**Nays:** None **Absent:** Morgan, Maiville **Approved 09/18/2019**



## Policy and Procedure

Policy Name:	<b>Incentive Program for Medical Providers</b>	
Effective Date: 07/18/2015		Policy #: F 082.2 Attachment: A, B, C, D
Approved By:	Signature	Date
Executive Director		8/29/19
Medical Director		9.3.19
Chief Financial Officer		9.3.19
Health Center Board Chair		8/29/19

### I. POLICY

Ingham Community Health Centers (ICHC) promotes both productivity and quality performance of directly employed medical providers by awarding a financial incentive to those directly employed medical providers which demonstrate visit productivity and quality performance which exceeds benchmarks. This incentive program provides a financially sustainable approach to recognizing high performers for contributing to the quadruple bottom line (financial sustainability, quality performance, patient and provider satisfaction) goals of the Ingham Community Health Centers.

### II. PURPOSE

To establish terms of an incentive program for directly employed ICHC Physicians, Nurse Practitioners, Physician Assistants, providing care within the ICHC.

### III. DEFINITIONS/SUPPORTIVE DATA

#### A. Definitions:

- Expected Visits Per Quarter (EV): The numbers of visits expected for an individual provider to perform in a quarter (three months of a fiscal year) depending on their license and specialty, per budgeting benchmarks.
- Daily Bases Visits (DB): The minimal daily target of visits to meet productivity quarterly benchmarks assuming individual provider is providing services every working day of the period.
- Total County Closures/Holidays (CC): The total number of working days that County Operations are closed due to holiday or any other operations closure.
- Adjusted Visits per Quarter (AV): The adjust visits are the number of applicable county closures (CC) applicable to the number of daily base visits (DB) that would have otherwise occurred on that working day.  $(CC \times DB = AV)$
- Quarterly Finalized Number (QFN): The total number of expected visits for a quarter, adjusted for County Closures  $(QFN = EV - AV)$
- Total Qualifying Visit County (TV): Total number of qualifying encounters (visits) produced by a single provider during a measurement quarter. Drawn from provider productivity reports produced from billing data and reported to the Executive Director.
- Incentive Eligible Visits: (IEV): Incentive Eligible Visits are the number of qualifying visits that exceed the quarterly finalized number of expected visits, after adjustment for County Closures.  $(IEV = TV - QFN)$

- h. Total Productivity Incentive (TPI) = The amount of incentive funds based on productivity metrics, i.e. the number of incentive eligible visits multiplied by the incentive amount per qualifying visit (TPI=IEV\*\$15.00)
  - i. Quality Performance Discount (QPD): The amount of discount applied to the total productivity incentive to adjust for overall quality performance.
- A. Supportive Data: Not applicable.

#### **IV. PROCEDURE**

##### **A. Eligible Providers**

- a. Eligible Providers for the incentive program are directly employed Ingham County medical providers, including Physicians, Physician Assistants, and Nurse Practitioners of the Managerial and Confidential Employees Personnel Manual and Michigan Nurse Association.

##### **B. Productivity Benchmarks:**

- a. Productivity benchmarks shall reflect those benchmarks set through the annual budget and are developed using the following considerations:
  - i. Current and historical visit productivity data
  - ii. Productivity benchmarks of other Michigan FQHCs
  - iii. Provider specialty
  - iv. Provider license
- b. Annual visit benchmarks (productivity benchmarks) are calculated based upon 43 work weeks annually at 32.5 hours of scheduled patient care.
- c. Annual visit benchmarks (productivity benchmarks) shall be used to determine qualifying visits for an incentive bonus.

##### **C. Qualifying encounters:**

- a. Qualifying encounters (visits) counted toward productivity performance for the purpose of incentive program shall be:
  - i. Visits with a service date within the Fiscal Year and Quarter for which the incentive program is applied.
  - ii. Visits completed (closed) and billed by the 5<sup>th</sup> day of the month following the end of the quarter for which the calculation is based
- b. The payment amount for each qualifying encounter for bonus, per the incentive program calculation, is \$15.00 per qualifying visit in excess of the adjusted expected quarterly visit benchmark.

##### **D. Productivity Benchmarks for Nurse Practitioners and Physician Assistants – Primary Care**

- a. Once provider is to full schedule this policy will be implemented
- b. Baseline visits per year: 2,500
- c. Baseline Visits per quarter: 625/3months (EXPECTED VISITS)
- d. This averages to (DAILY BASE):
  - i. 11 visits/day per 8 hour work day (5 working days a week, 4 weeks a month)
  - ii. 13 visits per day per 10 hour work day (assuming 4 working days a week, 4 weeks a month)
- e. Baseline visits and daily base shall be prorated upon actual FTE of individual provider accordingly

##### **E. Productivity Benchmarks for Nurse Practitioners and Physician Assistants – Women's Health/Willow**

- a. Once provider is to full schedule this policy will be implemented
- b. A baseline visits per year: 2,100
- c. Baseline visits per quarter: 525/3months (EXPECTED VISITS)
- d. This averages to (DAILY BASE):
  - i. 9 visits/per 8 hour work day (5 working days a week, 4 weeks a month)
  - ii. 11 visits/per 10 hour work day (4 working days a week, 4 weeks a month)

- e. Baseline visits and daily base shall be prorated upon actual FTE of individual provider accordingly
- F. Productivity Benchmarks for Nurse Practitioners and Physician Assistants – School-based/School-linked (Eastern/Sexton)
  - a. Once provider is to full schedule this policy will be implemented
  - b. A baseline visits per year: 1680
  - c. Baseline visits per quarter: 420/3months (EXPECTED VISITS)
  - d. This averages to (DAILY BASE):
    - i. 7 visits/per 8 hour work day (5 working days a week, 4 weeks a month)
  - e. Baseline visits and daily base shall be prorated upon actual FTE of individual provider accordingly
- G. Productivity Benchmarks for Primary Care Physicians
  - a. Once a provide is to full schedule this policy will be implemented
  - b. A baseline visits per year: 2,800
  - c. Baseline visits per quarter: 700/3months (EXPECTED VISITS)
  - d. This averages to (DAILY BASE)
    - i. 12 visits/ per 8 hour work day (5 working days a week, 4 weeks a month)
    - ii. 15 visits/per 10 hour work day (4 working days a week, 4 weeks a month)
  - e. Baseline visits and daily base shall be prorated upon actual FTE of individual provider accordingly
  - f. Sample Calculations are included as Attachment A
- H. Quality Metrics and Performance Discount
  - a. Metrics for Quality Performance
    - i. Quality Performance shall be based on individual provider performance on Clinical Quality Improvement (CQI) goals, as reported through the corresponding ICHC CQI Scorecard, accessed via Azara DRVS, or SQL Report, accessed on the SQL Report Server.
      - 1. The respective scorecard pertaining the applicable quality metrics applied per the location and/or program the individual provider is placed shall be applied.
        - a. Women's Health providers: ICHC CQI Scorecard – Women's Health (Azara DRVS) (Attachment B)
        - b. Primary Care Providers (general): ICHC CQI Scorecard (Azara DRVS) (Attachment C)
        - c. Eastern/Sexton/Willow Primary Care Providers (School-based/School-linked): ICHC CAHC Grant Quality Report (SQL) (Attachment D)
      - 2. The CQI performance documented through the Scorecard/SQL Report aligns with performance accountability data as reported to various funders, contractors and payers by ICHC.
      - 3. The metrics contained in the CQI Scorecards/SQL Report reflect:
        - a. CQI metrics priorities in the ICHC CQI Plan, which is updated annually (See CQI Policy and Plan).
        - b. Accountability metrics reported through UDS, various payers (HEDIS), or other various program/funders.
        - c. Grant Related Quality Performance Metrics.
    - ii. Quality Performance (CQI Performance) is assessed based on the percentage of continuous quality improvement metrics in the respective score card/reports which are meeting or exceeding established goals.
      - 1. A CQI Scorecard/SQL Report for a single provider comprised of 12 performance metrics, and 7 are meeting or exceeding the stated goal:  $7/12=58\%$  CQI Performance
    - iii. The Quality Performance Discount is the percentage of the total productivity incentive earned will be adjusted based on Quality Performance. The discount applied shall reduce the total productivity incentive payment correspondingly with CQI Performance.

CQI Performance (CQI Scorecard/SQL Report Metrics Met or Exceeded)	Quality Performance Discount (Percent reduction of productivity incentive based on CQI Performance)
85 – 100%	0%
70 – 84 %	15%
50-69%	25%
0-49%	35%

I. Incentive Program Bonus Calculation Scoring protocol:

- a. Quarterly Bonuses shall be calculated at the end of the month following the last month of each quarter, when all productivity reports and billable data are available.
- b. Incentive Eligible Visits shall be the number of the total qualifying visits (TV) less the Quarterly finalized Number of expected visits (QFN).  

$$IEV = TV - QFN$$
  - i. Quarterly Finalized Number (QFN) of expected visits is calculated by reducing the Expected Visits per Quarter (EV) by the Adjustment Visits per Quarter (AV).  

$$QFN = EV - AV$$
    1. Adjusted Visits Per Quarter (AV) are calculated by multiplying the number of County Closures/Holidays (CC) by the daily base visits (DB) expected for the impacted that would have otherwise occurred on regularly scheduled working days for the provider.  

$$AV = CC * DB$$
      - a. CC that occur on days that a provider would not have been working or productive because of flexible scheduled hours (4/10 Shift) are not applied. However, CC that occur during sick leave, vacation, or other forms of leave during what would be regular working hours on non-county closure days are applied.
- c. The Total Productivity Incentive (TPI) is calculated by multiplying the Incentive Eligible Visits (IEV) by the Incentive per visit amount (\$15.00).  

$$TPI = IEV * \$15.00$$
- d. The Total Productivity Incentive (TPI) is then adjusted by the Quality Performance Discount (QPD), in accordance with the provider's CQI Performance, in order to arrive the final Quarterly Bonus.  

$$TPI - (TPI * QPD) = \text{Quarterly Bonus}$$
- e. Providers which are assigned to multiple sites, where they may be accountable to multiple productivity benchmarks or CQI Scorecards, shall have their individual performance calculated based on the prorated data in accordance with their FTE assignment to each location.
- f. The Incentive Program only works to apply credit for when productivity benchmarks are met or exceeded. There is no financial penalty or reductions to wages for providers when negative values are calculated in accordance with this formula in the instances where quarterly productivity benchmarks are not met.
- g. The CQI Metrics and Productivity Benchmarks shall be reviewed and adjusted in accordance with this policy on an annual basis.

**V. DOCUMENTATION**

Attachment A: Example Incentive Pay Calculation Table

Attachment B: Sample ICHC CQI Scorecard – Women’s Health (Azara DRVS)

Attachment C: Sample ICHC CQI Scorecard Women’s Health (Azara DRVS)

Attachment D: Sample ICHC CAHC Grant Quality Report (SQL)

**VI. REFERENCES**

Quality Improvement Plan

**Policy Status:**

Date	07/18/2015	06/29/2017	5/30/2019	7/2019	8/29/19		
Reviewed / Revised	X New	<input type="checkbox"/> Review X Revised	<input type="checkbox"/> Review <input type="checkbox"/> Revised	<input type="checkbox"/> Review <input type="checkbox"/> Revised	<input type="checkbox"/> Review X Revised	<input type="checkbox"/> Review <input type="checkbox"/> Revised	<input type="checkbox"/> Review <input type="checkbox"/> Revised
Approved By			ACS	ACS	ACS		

## Attachment A

QUARTER ONE FY 2019 "TEST"

## Incentive Program Calculation

	Expected Visits Per Quarter (EV)	Daily Basic Visits (DB)	Total Closures/ Holidays (CC)	Adjusted Visits per Quarter (CC*DB=AV)	Quarterly Finalized Number (EV- AV=QFN)	Total Qualifying Visit Count (TV)	Incentive Eligible Visits (EV-TV=QFN)	Incentive per eligible visit	Total Productivity Incentive (TPI) = E* \$150
1.0 Physician	700	12	8	72	628	743	115	\$15.00	\$1,725.00
1.0 NP/PA Std	625	11	8	66	559	643	84	\$15.00	\$1,260.00
0 NP/PA WHW	525	9	8	54	471	515	44	\$15.00	\$660.00
1.0 NP/PA SB	420	7	8	42	378	405	27	\$15.00	\$405.00
Quality Calculation									
QGI Performance (% of QGI Dashboard Metrics met or exceeded (Azara QGI Dashboard for Primary Care or QGI Dashboard for location/programs))									
Quality Performance Discount Adjust to Quarterly Productivity Incentive (QPD)									
85-100%									
70-84%									
50-69%									
0-49%									
Formula = (TV-QFN)/(TV-QFN)*QPD Incentive									
TV	QFN	Incentive Eligible visits (EV-TV-QFN)	Provider	TPI	Quality Dashboard Metric met or Exceeded for Quarter	QPD	Final Quarterly Performance Incentive Bonus (TPI - (TPI*QPD)= Quarterly Bonus)		
743	650	84	TEST PYS	\$1,725.00	2/17=11.8%	35%	\$1,121.25		
643	541	102	TEST NP	\$1,260.00	3/17=17%	35%	\$819.00		
515	455	60	TEST NP WHW	\$660.00	2/4=50%	25%	\$495.00		
405	378	27	Test NP SB	\$405.00	4/8=50%	25%	\$303.75		

## Attachment B

Period: 01/2019  
Group By: None  
Run on: 10/25/2019

## ICHC CQI Scorecard 2018-2019

Name	Target	Result	Numerator	Denominator	Exclusions
Physicals - Adults	40.0%	16.1%	2,433	6,587	0
MH Screening and Follow-Up 18+ Years (NQF 0421aCQ3d 6b7)	70.0%	71.3%	4,669	6,463	359
Child Weight Screening / BMI / Nutritional Physical Activity Counseling (NQF 0024 modified)	50.0%	31.4%	982	1,911	13
Colorectal Cancer Screening (NQF 0034)	40.0%	39.0%	854	2,194	18
Cervical Cancer Screening (NQF 0032)	60.0%	40.1%	1,744	2,862	263
Breast Cancer Screening Ages 40-74 (NQF 2372)	60.0%	30.3%	496	756	4
Chlamydia Screening for Women (NQF 0003)	75.0%	68.3%	523	761	0
Childhood Immunization Status (NQF 0019)	35.0%	28.6%	29	155	4
Influenza Immunization - Children 5+ Only (NQF 0041)	45.0%	0.0%	0	0	0
Depression Screen Positive w/Follow-up (NQF 0418 Modified)	80.0%	78.0%	306	365	0
Diabetes A1c Tested in the past year (NQF 0036 modified)	80.0%	89.3%	928	1,039	0
Diabetes A1c >9 (NQF 0039 modified)	15.0%	26.1%	230	1,039	0
Diabetes Foot Exam (NQF 0056)	60.0%	55.4%	646	1,158	0
Diabetes LDL Management - LDL Tested (NQF 0064 modified)	70.0%	92.3%	640	1,028	0
Diabetes Urine Protein Screening (NQF 0062)	90.0%	35.4%	882	1,038	0
Diabetes Eye Exam (NQF 0053)	20.0%	13.3%	155	1,036	0
Hypertension Controlling High Blood Pressure (NQF 0018)	57.0%	34.0%	933	1,710	36



Attachment C

Version: 1/1/2019  
 Group By: None  
 Date of: 1/1/2019

ICHC CQI Scorecard Women's Health 2018-2019

Name	Target	Actual	Numerator	Denominator	Performance
Cervical Cancer Screening (NQF 6152)	82.0%	60.9%	1,744	2,862	268
Breast Cancer Screening Ages 50-74 (NQF 2372)	80.0%	50.3%	494	754	4
Chlamydia Screening for Women (NQF 6033)	75.0%	60.3%	558	762	0
Depression Screen: Positive w/Follow-up (NQF 6411 Modified)	80.0%	75.0%	308	355	0



### Age Table

gender	0 thru 4	5 thru 9	10 thru 17	18 thru 21	Total
Female	0	0	157	12	179
Male	0	2	110	11	123
Total	0	2	277	23	302

### Race Table

Race	Count	Ethnicity
White	115	Araby/Chaldean
Black or African-American	134	Hispanic or Latino
Asian	11	
Native Hawaiian or Pacific Islander	0	
American Indian or Alaskan Native	4	
More than One Race	33	

### Tests Table

Pregnancy Tests	Positive for Pregnancy	Chlamydia Tests	Positive for Chlamydia	Treated for Chlamydia	Gonorrhea Tests
12	0	10	1	0	10

### Visits Table

Primary Care Provider	Mental Health Provider	Other Providers
320	426	26

### Well Checks and Imms

Billed EPSDT Well Checks	Billed Immunizations	EPSDT Well Checks	Immunizations
68	76	94	87

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## Attachment A

## QUARTER ONE FY 2019 \*TEST\*

## Incentive Program Calculation

	Expected Visits Per Quarter (EV)	Daily Base Visits (DB)	Total Closures/ Holidays (CC)	Adjustment Visits per Quarter (CC*DB=AV)	Quarterly Finalized Number (EV- AV=QFN)	Total Qualifying Visit Count (TV)	Incentive Eligible Visits (IEV=TV-QFN)	Incentive per eligible visit	Total Productivity Incentive (TPI =IEV*\$15)
1.0 Physician	700	12	6	72	628	743	115	\$15.00	\$1,725.00
1.0 NP/PA Std	525	11	6	66	559	643	84	\$15.00	\$1,260.00
1.0 NP/PA WH/W	525	9	6	54	471	515	44	\$15.00	\$660.00
1.0 NP/PA SB	420	7	6	42	378	406	27	\$15.00	\$405.00

## Quality Calculation

CQI Performance (% of CQI Dashboard Metrics met or exceeded (Azara CQI Dashboard for Primary Care or CQI Dashboard for location/program )	Quality Performance Discount Adjust to Quarterly Productivity Incentive (QPD)
85-100%	0%
70-84%	15%
50-69%	25%
0-49%	35%

Formula = (TV-QFN)-(TV-QFN)\*QPD Incentive

TV	QFN	Incentive Eligible visits (IEV = TV-QFN)	Provider	TPI	Quality Dashboard Metric met or Exceeded for Quarter	QPD	Final Quarterly Performance Incentive Bonus (TPI - (TPI)*QPD)= Quarterly Bonus)
743	659	84	TEST PYS.	\$1,725.00	2/17=11.8%	35%	\$1,121.25
643	541	102	TEST NP	\$1,260.00	3/17=17%	35%	\$819.00
515	455	60	TEST NP WH/W	\$660.00	2/4=50%	25%	\$495.00
382	378	4	Test NP SB	\$405.00	4/8=50%	25%	\$303.75

**Attachment B**

Period: Q1 2019

Group By: None

Run on: 7/19/2019

**ICHC CQI Scorecard 2018-2019**

Name	Target	Result	Numerator	Denominator	Exclusions
Physicals - Adults	40.0 %	36.3%	2,499	6,887	0
BMI Screening and Follow-Up 18+ Years (NQF 0421/eCQM 69v7)	70.0 %	71.3%	4,609	6,463	389
Child Weight Screening / BMI / Nutritional / Physical Activity Counseling (NQF 0024 modified)	50.0 %	51.4%	982	1,911	13
Colorectal Cancer Screening (NQF 0034)	40.0 %	39.6%	864	2,184	10
Cervical Cancer Screening (NQF 0032)	62.0 %	60.9%	1,744	2,862	268
Breast Cancer Screening Ages 50-74 (NQF 2372)	60.0 %	50.3%	496	986	4
Clinical Screening for Women (NQF 0033)	75.0 %	68.1%	518	761	0
Childhood Immunization Status (NQF 0038)	35.0 %	20.9%	29	139	0
Influenza Immunization - Calendar Yr Only (NQF 0041)	45.0 %	0.0%	0	0	0
Depression Screen Positive w/Follow-up (NQF 0418 Modified)	80.0 %	78.0%	308	395	0
Diabetes A1c Tested in the past year (NQF 0059 modified)	90.0 %	89.5%	929	1,038	0
Diabetes A1c >9 (NQF 0059 modified)	15.0 %	24.1%	250	1,038	0
Diabetes Foot Exam (NQF 0056)	60.0 %	62.4%	648	1,038	0
Diabetes LDL Management - LDL Tested (NQF 0064 modified)	70.0 %	61.7%	640	1,038	0
Diabetes Urine Protein Screening (NQF 0062)	90.0 %	85.9%	892	1,038	0
Diabetes Eye Exam (NQF 0055)	20.0 %	13.3%	138	1,038	0
Hypertension Controlling High Blood Pressure (NQF 0018)	57.0 %	54.6%	933	1,710	30

## Attachment B-2

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### ICHC CQI Scorecard 2018-2019

Parameter	Value
Period	Q1 2019
Centers	Ingham, County Health Department

**Attachment C**

Period: Q3 2019

Group By: None

Run on: 7/19/2019

**ICHC CQI Scorecard Women's Health 2018-2019**

Name	Target	Result	Numerator	Denominator	Exclusions
Cervical Cancer Screening (NQF 0032)	62.0 %	60.9%	1,744	2,862	268
Breast Cancer Screening Ages 50-74 (NQF 2372)	60.0 %	50.3%	496	986	4
Chlamydia Screening for Women (NQF 0033)	75.0 %	68.1%	518	761	0
Depression Screen Positive w/Follow-up (NQF 0418 Modified)	80.0 %	78.0%	308	395	0

## Attachment C-2

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### ICHC CQI Scorecard Women's Health 2018-2019

Parameter	Value
Period	Q1 2019
Centers	Ingham, County Health Department

**Attachment D**

## Age Table

gender	0 thru 4	5 thru 9	10 thru 17	18 thru 21	Total
Female	0	0	167	12	179
Male	0	2	110	11	123
total	0	2	277	23	302

## Race Table

Race	Count	Ethnicity
White	115	Arab/Chaldean
Black or African-American	134	Hispanic or Latino
Asian	11	
Native Hawaiian or Pacific Islander	0	
American Indian or Alaskan Native	4	
More than One Race	33	

## Tests Table

Pregnancy Tests	Positive for Pregnancy	Chlamydia Tests	Positive for Chlamydia	Treated for Chlamydia	Gonorrhea Tests
12	0	10	1	0	10

## Visits Table

Primary Care Provider	Mental Health Provider	Other Providers
320	456	26

## Well Checks and Imms

Billed EPSDT Well Checks	Billed Immunizations	EPSDT Well Checks	Immunizations
68	76	94	87

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### Ethnicity Table

Count
3
64

Positive for Gonorrhea	HIV Tests	Positive for HIV
0	0	0



Attachment D-3

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Measures

Comprehensive Physical Exam	Immunizations Complete	Up to Date Risk Assessment	Depression Screen Complete	Diagnosis of Asthma
71	96	161	180	45

**Attachment D-5**

<b>Asthma Action Plan</b>	<b>BMI at or above 85th percentile</b>	<b>Evidence of Counseling for Nutrition and Physical Activity</b>	<b>Smoke Use Tobacco</b>	<b>Assisted with tobacco Cessation</b>	<b>MH Measure Denom</b>
7	125	44	4	1	0

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Attachment D-6

MH  
Measure  
Numer

0

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH  
SOUTHEASTERN MICHIGAN HEALTH ASSOCIATION**

**RESOLUTION # 19 –**

WHEREAS, Ingham County Health Department's (ICHD) Children's Special Health Care Services (CSHCS) wishes to accept \$10,000 in grant funds from Southeastern Michigan Health Association (SEMHA) for supporting outreach efforts, facilitating parent input and feedback, and for family involvement with ICHD's CSHCS policy and procedure process; and

WHEREAS, CSHCS provides coordinated care for children with special needs; and

WHEREAS, CSHCS assists these individuals and their families through the appropriate use of the CSHCS care system so that children are able to demonstrate improved health outcomes and an enhanced quality of life; and

WHEREAS, ICHD will use these funds for a temporary parent liaison who is an area parent that is currently enrolled in the CSHCS system; and

WHEREAS, this liaison will work collaboratively with ICHD-CSHCS staff to develop and implement outreach strategies that focus on engaging families who have children with special health care needs; and

WHEREAS, this peer support helps to involve families in the CSHCS program and provides strategies to assist parents in navigating the system; and

WHEREAS, this grant will be effective October 1, 2019 through September 30, 2020; and

WHEREAS, these grant funds totaling \$10,000 from SEMHA will provide funding to ICHD to hire a temporary parent liaison effective October 1, 2019 through September 30, 2020; and

WHEREAS, 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; and

WHEREAS, the health officer recommends that the Board of Commissioners authorize an agreement with SEMHA in an amount of \$10,000 to hire a temporary parent liaison effective October 1, 2019 through September 30, 2020.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with SEMHA in an amount up to \$10,000 effective October 1, 2019 through September 30, 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 on behalf of the county after approval as to form by the County Attorney.

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

**Nays:** None **Absent:** None **Approved 09/16/2019**

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

**Nays:** None **Absent:** Koenig **Approved 09/17/2019**

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

**Nays:** None **Absent:** Morgan, Maiville **Approved 09/18/2019**

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE AMENDMENT #5 TO THE 2018-2019 COMPREHENSIVE  
AGREEMENT WITH  
THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**RESOLUTION # 19 –**

WHEREAS, Ingham County Health Department (ICHD) wishes to amend the Comprehensive Agreement with Michigan Department of Health & Human Services (MDHHS) in an amount not to exceed \$12,915 effective October 1, 2018 through September 30, 2019; 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, 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 Amendment #4 in Resolution #19-305

WHEREAS, MDHHS has proposed Amendment #5 to the current Agreement to adjust grant funding levels and clarify Agreement procedures; 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 Amendment # 5 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 \$5,811,617 to \$5,824,532, an increase of \$12,915.

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

TB Control Program: increase of \$12,915 from \$12,513 to \$25,428

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

BE IT FURTHER RESOLVED, that the Health Officer, or her designee, is authorized to submit Amendment #5 of the 2018-2019 Comprehensive Agreement electronically through the Mi-E Grants system after approval as to form by the County Attorney.

**HUMAN SERVICES: Yeas:** Tennis, Trubac, Sebolt, Morgan, Slaughter, Stivers, Naeyaert  
**Nays:** None **Absent:** None **Approved 09/16/2019**

**FINANCE: Yeas:** Grebner, Tennis, Crenshaw, Polsdofer, Schafer  
**Nays:** None **Absent:** Morgan, Maiville **Approved 09/18/2019**



Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE A FIFTH YEAR OF THE AMERICORPS\*VISTA GRANT CYCLE  
FOR 2019-2020**

**RESOLUTION # 19 –**

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with the Corporation for National and Community Services (CNCS) for a sixth FY of funding in support of the AmeriCorps Vista Project; and

WHEREAS, ICHD was the recipient of grant funds for the AmeriCorps\*VISTA Program a fifth funding cycle in the 2018-2019 FY, which was authorized through Resolution #18-447; and

WHEREAS, CNCS has provided Ingham County a sixth year of funding for the 2019-2020 FY which will support up to twelve (12) AmeriCorps\*VISTA members who will perform national service to strengthen and supplement efforts to eliminate poverty and poverty-related human, social and environmental problems; and

WHEREAS, CNCS has granted ICHD a sixth year funding for the AmeriCorps\*VISTA Program with a total budget of \$144,491 for the 2019-2020 fiscal year comprised of \$10,000 CNCS funds and \$134,491 local resources, and authorizes a grant agreement with the CNCS for the time period of September 15, 2019 through September 12, 2020; and

WHEREAS, out of a total of 12 FTE AmeriCorps\*VISTA members, 11 FTE will be placed in host sites selected through an RFP process and 1 FTE AmeriCorps\*VISTA Leader will be placed with the ICHD AmeriCorps\* VISTA program; and

WHEREAS, the Local Resources are drawn from cash contributions from the external host sites totaling \$122,150 and revenue from Ingham County in the amount of \$12,341; and

WHEREAS, the Health Officer recommends that the Board of Commissioners accept the AmeriCorps\*VISTA grant award.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners accepts the sixth year funding for the AmeriCorps\*VISTA grant award for the time period of September 15, 2019 through September 12, 2020.

BE IT FURTHER RESOLVED, that separate from the \$144,491 program budget expenses, CNCS will pay the following member expenses directly to the members out of additional federal dollars: Living Allowances totaling \$102,658, Education and End of Service awards totaling \$71,040, and Health Insurance \$32,400, totaling \$206,098.

BE IT FURTHER RESOLVED, that the Health Officer is authorized to submit the 2019-2020 budget electronically through the CNCS E-Grants system, and tentatively electronically approve the Memorandum of Agreement.

BE IT FURTHER RESOLVED, that after approval as to form by the County Attorney, the Memorandum of Agreement (MOA) is final.

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

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

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

**Nays:** None **Absent:** None **Approved 09/16/2019**

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

**Nays:** None **Absent:** Morgan, Maiville **Approved 09/18/2019**

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO ACCEPT FY 2020 CHILD AND ADOLESCENT HEALTH CENTER  
PROGRAM FUNDS**

**RESOLUTION # 19 –**

WHEREAS, Ingham County Health Department (ICHD) wishes to accept \$585,000 of funding from the Child and Adolescent Health Center (CAHC) program to be used for promoting the health of children, adolescents and their families by providing important primary, preventative, and early intervention health care services effective October 1, 2019 through September 30, 2020; and

WHEREAS, the funding will support continued operations of ICHD's school-based and school-linked health centers; and

WHEREAS, the Ingham County Board of Commissioners authorized ICHD to accept CAHC funding from the Michigan Department of Health and Human Services (MDHHS), as administered through the Michigan Primary Care Association (MPCA), for the period of October 1, 2011 through September 30, 2019, through resolutions #11-235, #12-199, #13-049, #14-358, #15-412, #16-448, #17-434, and #18-347; and

WHEREAS, the CAHC funding award effective October 1, 2019 through September 30, 2020 is \$585,000 and is divided as follows: Eastern Health Center - \$195,000, Sexton Health Center - \$195,000, Willow Health Center - \$195,000; and

WHEREAS, the Ingham Community Health Center Board of Directors supports accepting \$585,000 in funding from the Child and Adolescent Health Center (CAHC) program for promoting the health of children, adolescents and their families by providing important primary, preventative, and early intervention health care services effective October 1, 2019 through September 30, 2020; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorizes accepting \$585,000 in funding from the Child and Adolescent Health Center (CAHC) program for promoting the health of children, adolescents and their families by providing important primary, preventative, and early intervention health care services effective October 1, 2019 through September 30, 2020.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes accepting \$585,000 in funding from the Child and Adolescent Health Center (CAHC) program for promoting the health of children, adolescents and their families by providing important primary, preventative, and early intervention health care services effective October 1, 2019 through September 30, 2020.

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

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

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

**Nays:** None **Absent:** None **Approved 09/16/2019**

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

**Nays:** None **Absent:** Morgan, Maiville **Approved 09/18/2019**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO ACCEPT SUBSTANCE USE DISORDER AND MENTAL HEALTH  
FUNDING AWARD FROM HRSA**

**RESOLUTION # 19 –**

WHEREAS, Ingham County Health Department's (ICHD's) Community Health Centers (CHCs) wish to accept a funding award totaling \$109,784.00 from the U.S. Department of Health Resources and Services Administration (HRSA).; and

WHEREAS, this is an increase to the current HRSA award for February 1, 2019 through January 31, 2020

WHEREAS, this award will be used to continue to implement and advance evidence-based strategies to expand access to integrated substance use disorder (SUD) and mental health services in ICHD's CHCs; and

WHEREAS, 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; and

WHEREAS, the Ingham Community Health Center Board of Directors supports acceptance of a funding award totaling \$109,784.00 from the U.S. Department of Health Resources and Services Administration (HRSA) effective February 1, 2019 through January 31, 2020; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize acceptance of a funding award totaling \$109,784.00 from the U.S. Department of Health Resources and Services Administration (HRSA) effective February 1, 2019 through January 31, 2020.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes acceptance of a funding award totaling \$109,784.00 from the U.S. Department of Health Resources and Services Administration (HRSA) effective February 1, 2019 through January 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.

**HUMAN SERVICES: Yeas:** Tennis, Trubac, Sebolt, Morgan, Slaughter, Stivers, Naeyaert  
**Nays:** None **Absent:** None **Approved 09/16/2019**

**FINANCE: Yeas:** Grebner, Tennis, Crenshaw, Polsdofer, Schafer  
**Nays:** None **Absent:** Morgan, Maiville **Approved 09/18/2019**

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AMEND RESOLUTION #17-355 RYAN WHITE (RW) PART D FUNDING TO  
SUPPORT MSU CONTRACT FOR INFECTIOUS DISEASE PROVIDER**

**RESOLUTION # 19 –**

WHEREAS, Ingham County Health Department (ICHD) wishes to amend resolution #17-355 for an amount not to exceed \$51,080, to continue the Infectious Disease Provider Services Agreement with Michigan State University effective August 1, 2019 through July 31, 2020; and

WHEREAS, through Resolution #17-355, ICHD accepted HRSA Ryan White Part D funding for August 1, 2017 through July 31, 2020 in an amount not to exceed \$483,774 annually; and

WHEREAS, the Health Resources and Services Administration (HRSA) authorized a contract through resolution #17-355 for providing family-centered health care including outpatient and ambulatory care for women, infants, children and youth (WICY Part D) with HIV/AIDS; and

WHEREAS, this Resolution also approved the funding to support the Michigan State University contract for the Infectious Disease Provider through July 31, 2019; and

WHEREAS, this funding will continue to provide for a .20 FTE Infectious Disease Provider Services Agreement with MSU to be renewed with a 2.75% increase, or \$51,080, effective August 1, 2019 through July 31, 2020; and

WHEREAS, the Ingham Community Health Center Board of Directors supports amending resolution #17-355 for an amount not to exceed \$51,080, to continue the Infectious Disease Provider Services Agreement with Michigan State University effective August 1, 2019 through July 31, 2020; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize amending resolution #17-355 for an amount not to exceed \$51,080, to continue the Infectious Disease Provider Services Agreement with Michigan State University effective August 1, 2019 through July 31, 2020.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize amending resolution #17-355 for an amount not to exceed \$51,080, to continue the Infectious Disease Provider Services Agreement with Michigan State University effective August 1, 2019 through July 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.

**HUMAN SERVICES: Yeas:** Tennis, Trubac, Sebolt, Morgan, Slaughter, Stivers, Naeyaert  
**Nays:** None **Absent:** None **Approved 09/16/2019**

**FINANCE: Yeas:** Grebner, Tennis, Crenshaw, Polsdofer, Schafer  
**Nays:** None **Absent:** Morgan, Maiville **Approved 09/18/2019**

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN INTERLOCAL AGREEMENT WITH THE CITY OF LANSING  
FOR THE 2019 LOCAL JAG GRANT**

**RESOLUTION # 19 –**

WHEREAS, the City of Lansing Police Department and the Ingham County Sheriff's Office were allocated \$116,680.00 from the 2019 Local JAG grant from the Department of Justice; and

WHEREAS, the City of Lansing is the fiduciary of this grant; and

WHEREAS, the Ingham County Sheriff's Office portion allocated from this grant is \$11,226.00; and

WHEREAS, part of the application process to receive this funding from the 2019 Local JAG grant, the Ingham County Sheriff's Office must enter into a Interlocal agreement with the City of Lansing allowing for disbursement of allocated funds to both government police agencies; and

WHEREAS, the portion allocated for the Ingham County Sheriff's Office will be spent on the purchase of 3 equipped patrol rifles in addition to 3 lock boxes to be assigned to deputies at the Veterans Memorial Court House, up to 3 vehicle lock boxes in which to secure sensitive equipment, and 1 digital video camera to monitor youthful offenders inside the Ingham County Correctional Facility.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into the Interlocal agreement between Ingham County and the City of Lansing to accept the \$116,680.00 allocated portion of the 2019 Local JAG grant for the time period of October 2019 through September 2022.

BE IT FURTHER RESOLVED, that the Lansing Police Department will allocate from this grant \$11,226.00 to the Ingham County Sheriff's Office to purchase 3 equipped patrol rifles in addition to 3 lock boxes to be assigned to deputies at the Veterans Memorial Court House, up to 3 vehicle lock boxes in which to secure sensitive equipment, and 1 digital video camera to monitor youthful offenders inside the Ingham County Correctional Facility.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners directs the Controller/Administrator to make the necessary adjustments to the 2019-2022 Sheriff's Office budgets consistent with this resolution.

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

**LAW & COURTS: Yeas:** Koenig, Slaughter, Celentino, Crenshaw, Polsdofer, Trubac, Schafer  
**Nays:** None **Absent:** None **Approved 09/12/2019**



**FINANCE: Yeas:** Grebner, Tennis, Crenshaw, Polsdofer, Schafer  
**Nays:** None    **Absent:** Morgan, Maiville    **Approved 09/18/2019**

Introduced by Law & Courts and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE THE PURCHASE OF ADDITIONAL DIGITAL STORAGE  
FROM AVALON**

**RESOLUTION # 19 –**

WHEREAS, within the last eight months the process of making the official record in two courtrooms at the Veterans Memorial Courthouse has been converted to an audiovisual format; and

WHEREAS, recordings of audiovisual proceedings require significantly more digital storage space than audio recordings of similar length; and

WHEREAS, the county is now facing a critical digital storage space shortage for storing the official record of judicial proceedings in the Veterans Memorial Courthouse; and

WHEREAS, Avalon, a company from which the County has purchased storage space in the past, has provided the County Innovation & Technology Department (IT) with a quote of \$16,265.41 for 100 Terabytes of storage (installed); and

WHEREAS, purchase of such storage can be made through our existing Midwestern Higher Education Commission (MHEC) contract; and

WHEREAS, annual maintenance on this additional storage would be provided free of cost from Avalon for the first three years, but would be an annual expense (approximately \$1,000) from Year 4 onwards; and

WHEREAS, there are sufficient funds in the 2019 contingency account to purchase such storage for such a price, and there should be sufficient funds provided in the LOFT account or IT's budget to pay for annual maintenance from Year 4 onwards.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize the purchase of digital storage space from Avalon for an amount not to exceed \$16,265.41 through our existing MHEC contract.

BE IT FURTHER RESOLVED, that the total cost of the additional digital storage will be paid out of the 2019 contingency account.

BE IT FURTHER RESOLVED, that the costs of maintenance for such storage space from Year 4 onwards shall be provided through the County's LOFT account or IT's budget.

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

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.

**LAW & COURTS:** Yeas: Koenig, Slaughter, Celentino, Crenshaw, Polsdofer, Trubac, Schafer  
Nays: None Absent: None **Approved 09/12/2019**

**FINANCE:** Yeas: Grebner, Tennis, Crenshaw, Polsdofer, Schafer  
Nays: None Absent: Morgan, Maiville **Approved 09/18/2019**

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO ACCEPT GRANT FUNDS FROM THE STATE OF MICHIGAN  
EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) FOR FY 2020**

**RESOLUTION # 19 –**

WHEREAS, the Ingham County Office of Homeland Security & Emergency Management has fulfilled its requirements under Public Act 390 regarding an Emergency Management Program; and

WHEREAS, the Emergency Management Performance Grant (EMPG) for FY 2020 required Ingham County to develop and maintain an Emergency Management Program capable of protecting life, property, and vital infrastructure in times of disaster or emergency; and

WHEREAS, the award reimburses Ingham County for a portion of the Office of Homeland Security and Emergency Management Program Manager wages and fringe benefits.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the acceptance of the FY 2020 Emergency Management Performance Grant from the State of Michigan for \$58,107.00, for the time period of October 1, 2019 through September 30, 2020.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners directs the Controller/Administrator to make any necessary budget adjustments in the Ingham County Office of Homeland Security & Emergency Management 2020 Budget.

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

**LAW & COURTS: Yeas:** Koenig, Slaughter, Celentino, Crenshaw, Polsdofer, Trubac, Schafer  
**Nays:** None **Absent:** None **Approved 09/12/2019**

**FINANCE: Yeas:** Grebner, Tennis, Crenshaw, Polsdofer, Schafer  
**Nays:** None **Absent:** Morgan, Maiville **Approved 09/18/2019**

Introduced by Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A CONTRACT WITH THE CITY OF LANSING  
FOR AN ALLOCATION OF FUNDS TO INGHAM COUNTY/CITY OF LANSING  
COMMUNITY CORRECTIONS FOR THE CITY 2019-2020 FISCAL YEAR**

**RESOLUTION # 19 –**

WHEREAS, the Community Corrections Advisory Board requests authorization for a contract to be entered between the County and the City of Lansing for an allocation of funds to Community Corrections for the City 2019-2020 fiscal year; and

WHEREAS, the Michigan Community Corrections Act of 1988 (PA511) authorizes the establishment of a Community Corrections Advisory Board (CCAB) and Community Corrections programming; and

WHEREAS, Ingham County and the City of Lansing formed a joint CCAB in 1990; and

WHEREAS, a Comprehensive Community Corrections Plan was approved by the Ingham County Board of Commissioners and the Lansing City Council; and

WHEREAS, the City of Lansing approved an allocation of \$13,000 to be used to assist with CCAB administration and to support collaborative efforts with the City of Lansing, 54-A District Court, and 54-A District Court Probation Department.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves entering into a contract with the City of Lansing for \$13,000 for the time period of July 1, 2019 through June 30, 2020.

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

**LAW & COURTS: Yeas:** Koenig, Slaughter, Celentino, Crenshaw, Polsdofer, Trubac, Schafer

**Nays:** None **Absent:** None **Approved 09/12/2019**

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

**Nays:** None **Absent:** Morgan, Maiville **Approved 09/18/2019**

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE ENDING THE CURRENT CONTRACT WITH SENTINEL  
OFFENDER SERVICES AND ENTERING INTO A NEW CONTRACT WITH JSG MONITORING  
TO PROVIDE AN OFFENDER PAY AND COUNTY FUNDED ELECTRONIC MONITORING  
PROGRAM SUBJECT TO A FINAL CONTRACT AGREEMENT**

**RESOLUTION # 19 –**

WHEREAS, the Electronic Monitoring Oversight Committee (EMOC) is charged with the oversight of electronic monitoring services with the voting membership consisting of representatives appointed by the Department Head or Elected Official from the Sheriff's Office; Community Corrections; 55<sup>th</sup> District Court; Circuit Court; Circuit Court Pretrial Services; Prosecutor's Office; and the Friend of the Court; and

WHEREAS, after receiving four proposals in response to the Request for Proposal (RFP), guided by the County Purchasing Department, the EMOC evaluated and ranked the three proposals that met all RFP requirements, with JSG Monitoring receiving the highest ranking; and

WHEREAS, the performance period of the current contract with Sentinel Offender Services provides for an initial term of one (1) year from January 1, 2018 through December 31, 2018, with two automatic renewal periods of one year each not to extend beyond December 31, 2020; and

WHEREAS, pursuant to RFP evaluation results, the EMOC recommends that Sentinel Offender Services be provided the required written notice to end the contract on December 31, 2019, prior to the automatic renewal for the third and final year of services; and

WHEREAS, pursuant to RFP evaluation results, the EMOC recommends entering a new contract with JSG Monitoring subject to a final contract agreement with an initial three (3) year performance period effective December 1, 2019 through December 1, 2022 followed by two, one (1) year automatic renewal periods not to extend beyond December 31, 2024; and

WHEREAS, JSG Monitoring is willing to provide services pursuant to the attached Scope of Services and Fee Schedules for an offender pay program and County reimbursement for services provided to eligible indigent offenders.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners does hereby authorize providing written notice to Sentinel Offender Services ending the current contract on December 31, 2019.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners does hereby authorize entering into a new contract with JSG Monitoring subject to a final contract agreement with an initial three (3) year performance period effective December 1, 2019 through December 1, 2022 followed by two, one (1) year automatic renewal periods not to extend beyond December 31, 2024 for services as set forth in the attached Scope of Services and Fee Schedules.

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

**LAW & COURTS: Yeas:** Koenig, Slaughter, Celentino, Crenshaw, Polsdofer, Trubac, Schafer  
**Nays:** None **Absent:** None **Approved 09/12/2019**

**FINANCE: Yeas:** Grebner, Tennis, Crenshaw, Polsdofer, Schafer  
**Nays:** None **Absent:** Morgan, Maiville **Approved 09/18/2019**

## **JSG MONITORING SCOPE OF SERVICES**

The agreement awarded through this RFP will not be exclusive. County agencies will be encouraged to utilize services through the agreement; daily rates and the quality of services provided will also encourage utilization of services under the agreement.

The awarded proposer (Contractor) shall:

Accept referrals from multiple referral sources (e.g., Circuit and District Courts, Pretrial Services, FOC, and Ingham County Sheriff's Office) from within Ingham County.

Staff must be available as required during and outside of the regular office hours of 8:30 am to 5 pm Monday through Friday.

Use a community-based program approach that will include client orientation and enrollment, installation, removal and maintenance of monitoring equipment, input of monitoring specifications, equipment activation within 24 hours after referral/same day when possible, fee assessment and collection (including County enrollment fee), staff availability for weekend and emergency program enrollment and equipment installation, staff availability for Court testimony upon request, problem resolution, and equipment updates.

Understand and comply with all County policies related to electronic monitoring.

Pursuant to County Indigent Funding policies, make determinations of eligibility for County Indigent Funding eligibility by collecting documents and information required and maintain all documentation in standardized client files.

Ingham County Jail personnel will review the daily jail population list to identify potentially eligible inmates for early release. Based on the list of eligible inmates provided, the Contractor will be required to go to each Post within the County Jail multiple days each week in order to screen potential participants for the program. The Contractor will be required to submit to a criminal history check and fingerprinting and take Michigan State Policy Security Awareness Training so they can perform duties as described in this RFP.

Verification of activities for each participant while away from their residence, violation reports to department staff, daily review of participant activity and compliance with program rules and curfew schedules.

Effectively collect, monitor, track, and document individual program participation data, financial information, and be capable of providing aggregate data and successful completion rates for all services. Information must be provided to the County in the format and frequency requested by the County.



Serve as a collaborative partner by developing and maintaining strong working relationships with referral sources and other County personnel and by serving as an active, participating member of the EM Oversight Committee, including attending regular meetings to ensure successful implementation, successful ongoing operations and problem resolution.

Assess and collect an enrollment fee for each participant, on behalf of the County. The enrollment fee is currently \$45 and applies to self-pay participants. The enrollment fee does not apply to Friend of the Court, indigent, and grant reimbursed clients. Enrollment funds must be provided to the County by the 15<sup>th</sup> of the month following the month in which they were collected.

Provide a full range of reliable, user-friendly, tamper-proof equipment to include home monitoring, active and passive GPS (that allows direct contact between the supervising program and the offender), Breath and Transdermal Alcohol monitoring. *NOTE: The County is always interested in receiving information about new and/or alternative technology, along with information regarding advantages and disadvantages.*

Provide secure and reliable monitoring services to ensure continuous electronic monitoring 24 hours a day/7 days a week/365 days a year with secure web-based internet access to client referral sources.

Provide non-compliance alerts and notifications to referral source personnel as required and specified by the referring agency.

In order to avoid self-paying clients getting way behind on paying for services, notify the Court through the assigned Probation Agent/Officer as soon as an outstanding balance of \$300 has been reached so that a show cause hearing can be scheduled.

## JSG MONITORING FEE SCHEDULES

### OFFENDER PAY FEE SCHEDULE

Equipment	JSG Daily Rates
Active GPS	9.00
Scram	10.00
Scram with Base	12.00
Soberlink	6..50

**Enrollment Fee: \$45** County enrollment fee; plus \$30, \$100 after hours/Upfront costs to include \$75 enrollment fees plus 1-2 weeks equipment daily rate

### COUNTY PAY FEE SCHEDULE FOR ELIGIBLE INDIGENT OFFENDERS

Equipment	JSG Daily Rates
Active GPS	8.00
Scram	9.00
Scram with Base	10.00
Soberlink	5.50

**\$30 enrollment fee only** if required to go to location other than JSG local office or Ingham County Jail for hook-up (e.g., client's home)

**INDIGENT OFFENDER FUND (IOF)** - .25 of every offender, per active day will be put into a pool at the end of each month by JSG to be used towards indigent clients identified by the Court.