CALL TO ORDER

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

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

Members Absent: Naeyaert and Schafer.

A quorum was present.

PLEDGE OF ALLEGIANCE

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

TIME FOR MEDITATION

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

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

“T I want to recognize Mason resident Lori Ireland.

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

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

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

As an infant room teacher, Lori—who was known as “the baby whisperer”—helped parents navigate through their children’s first year of life. She gave us friendly advice, calmed our nerves, told us about every cute thing our babies did, and served as a shoulder for us to cry on.
As a daycare teacher, Lori spent more waking hours with our kids than even we did. I’m sure she was actually the one who heard them say their first words and take their first steps, but of course she’d never tell us, lest she take away the honor of those milestones happening in our presence.

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

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

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

Chairperson Crenshaw thanked Commissioner Morgan.

APPROVAL OF THE MINUTES

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

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

ADDITIONS TO THE AGENDA

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

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

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

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

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

PETITIONS AND COMMUNICATIONS

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

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

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

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

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

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

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


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

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

LIMITED PUBLIC COMMENT

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

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

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

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

**CLARIFICATION/INFORMATION PROVIDED BY COMMITTEE CHAIR**

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

**CONSIDERATION OF CONSENT AGENDA**

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

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

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

Items voted on separately are so noted in the minutes.
Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION # 19 – 292

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

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

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

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

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

Adopted as part of a consent agenda.
## JULY 23, 2019 REGULAR MEETING

### INGHAM COUNTY ROAD DEPARTMENT

**LIST OF CURRENT PERMITS ISSUED**

<table>
<thead>
<tr>
<th>ROW PERMIT#</th>
<th>APPLICANT/ CONTRACTOR</th>
<th>WORK</th>
<th>LOCATION</th>
<th>CITY/ TWP</th>
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<tr>
<td>2019-255</td>
<td>CHUM THERAPEUTIC RIDING</td>
<td>SPECIAL EVENT</td>
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<td>INGHAM TOWNSHIP</td>
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<td>NEW SALEM AVE</td>
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JULY 23, 2019 REGULAR MEETING

ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 12

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION # 19 – 293

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

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED, that the Ingham County Controller/Administrator is hereby authorized to make any adjustments necessary to properly budget and account for these expenditures.
JULY 23, 2019 REGULAR MEETING

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

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

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

Adopted as part of a consent agenda.
Introduce by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO REVISE THE INGHAM COUNTY CELL PHONE POLICY

RESOLUTION # 19 – 294

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

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

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

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

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

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

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

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

Adopted as part of a consent agenda.
Facilities and Equipment Management Policy No. (Replaces Policy No. 352 & 353)

Cell Phone Usage and Reimbursement

Approved:
Resolution No.

A. The purpose of this policy is to establish guidelines for the use of County-provided cell phones by staff who are authorized to use said cell phones for County business purposes. This policy may also capture employees who, from time to time, use their personal cell phones for County business. Note: While Elected Officials, the Chief Judge, and/or their respective designees are not bound by the terms of this policy, they are encouraged to follow the policy.

B. All requests for cell phones to be provided as a County expense (in whole or in part) will be presented in writing to the employee’s Department Head or his/her designee for review and approval. Written requests must describe the business justification for how the intended use will meet the criteria in Section D., below. If the request is denied by the Department Head or his/her designee, the request may be taken to the County Controller. If the request is denied by the County Controller, the request may be taken to the County Services Committee for review.

C. If approved, the employee must sign and submit a copy of this policy to their respective Department Head, acknowledging their understanding of the terms and conditions related to the use of a County-provided cell phone. The Department Head must then keep a copy of the signed policy as well as documentation of its approval of the employee’s request for a County-provided cell phone for review and/or audit purposes.

D. The County may provide an employee with a cell phone if the following criteria is met:

a. The employee’s job requires a significant amount of time away from the employee’s assigned work station, and use of a County-provided cell phone will ensure the employee remains accessible during those times; and

b. The employee’s job requires the employee to be accessible outside of regular or scheduled work hours.

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

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

F. Cell phones can be used to both send and receive text messages, pictures, recordings, videos, and e-mail communications. The County reserves the right to monitor all text messages, pictures, recordings, videos, e-mail communications or other communications of any type whether composed or received by the employee on a County-provided cell phone. The County also reserves the right to monitor the employee’s internet use history on County-provided cell phones.

G. Due to the nature of electronic communications and the public employer status of the County, County-provided cell phone use is less private than users may anticipate. As a result, employees should note that text messages, pictures, recordings, videos, e-mail communications, internet search histories or other communications of any type either composed or received by the employee on a County-provided cell phone could be considered public records and subject to disclosure under the Michigan Freedom of Information Act. The County reserves the right to review, audit, intercept, access, and/or disclose all matters contained in/as part of the County telecommunications system at any time, with or without notice to the employee. The employee acknowledges, by using a County-provided cell phone, that the employee has no expectation of privacy in regard to any communications regarding County business or which may be contained on the County’s telecommunications system. Electronic communications regarding County business composed or received by an employee on their personal cell phone may also be subject to the Michigan Freedom of Information Act.

H. Pursuant to MCL 15.232(d)(v), the judiciary is not a “public body” for purposes of the Michigan Freedom of Information Act and its judicial documents, including electronic communications generated while using a Court-provided cell phone, are exempt from disclosure under the same. While the Judges and all Court employees should comply with the County’s policy regarding the use of the County’s information technology systems, only the Court will have the authority to monitor and review all data, information, or records generated by the Judges and employees of the Court. The Chief Judge or his/her designee has the sole authority to authorize appropriate action should any Court employee abuse the use of any County information technology system, or violate any standard of operation.

I. To comply with applicable laws, employees are responsible for following County approved Data Retention Policies and Equipment Disposal Policies, if applicable, to identify how long electronic communications found on the employee’s cell phone must be kept and/or maintained. Note that all electronic communications do not necessarily have the same retention period.

J. It is generally recognized that cell phone transmissions are not secure. Employees will use discretion in relaying confidential or sensitive information regarding the County over County-provided cell phones. Further, cell phones may not be used to defame, harass, intimidate, or threaten any person. Employees are prohibited from using their cell phones in any illegal, illicit, or offensive manner.
K. Employees are responsible for complying with all applicable laws regarding the use of cell phones while driving, and avoiding cell phone use that may jeopardize the safety of the employee or others. Such use may include text messaging, emailing, or verbal communication.

L. Any employee who loses or damages a County issued cell phone permits the County to garnish the employee’s wages, in compliance with the Michigan Payment of Wages and Fringe Benefits Act, to cover the expense of replacing the County-provided cell phone. If an employee loses or damages a phone for the first time, the employee will be charged a fee equal to 50% of the cost of replacing the cell phone. If the employee loses or damages a second phone within the same year, the fee will total 100% of the County’s cost for the replacement cell phone. If a County-provided phone is lost, damaged, or destroyed, alternative arrangements may be made with the written approval of the employee’s Department Head.

M. If the employee is terminated, resigns, or is no longer eligible for a County-provided cell phone, the employee is required to immediately turn in the cell phone and related equipment to their supervisor or Department Head. The employee’s supervisor or Department Head shall then submit the cell phone and related equipment to the Innovation and Technology Department.

N. All County-provided cell phones will be purchased by the requesting-employee’s Department Head. All equipment purchased remains the property of the County. Calling plans must be on County approved governmental contract.

I, ______________________ (Employee), understand that by signing this policy, I am agreeing that I will abide by the terms and conditions as they are expressed herein, including allowing the County to garnish my wages if I lose or damage my County-provided cell phone.

**EMPLOYEE’S SIGNATURE**

Employee’s Name

Employee’s Signature

Employee’s Department

Employee’s Title

Date

**DEPARTMENT HEAD’S SIGNATURE**

Department Head’s Name

Department Head’s Signature

Date
JULY 23, 2019 REGULAR MEETING

ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 14

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION # 19 – 295

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, The respective Townships are willing to pay the respective Township’s portion of the cost of said improvements as shown in the table below and as further detailed above, provided, however, that the respective Township excess payments will not exceed 10 percent (10%) of the Township contribution amounts established in the respective Agreements, unless the respective Township agrees otherwise, or may reduce the scope of described road improvement projects per the respective Township’s available budget.
JULY 23, 2019 REGULAR MEETING

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

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

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

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

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

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<td>$106,123.78</td>
<td>$33,300.00</td>
<td>$139,423.78</td>
<td>Fenis Rd., Onondaga to Gale Roads, 1 mile, full cap paving; Kinneville Rd., Edgar to Byrum Roads, 1 mile, full cap paving.</td>
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<td>$33,300.00</td>
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<td>$33,300.00</td>
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<td>Locke</td>
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<td>$33,300.00</td>
<td>$33,300.00</td>
<td>Sherwood Rd., M-52 to Morrice Rd, 2.5 miles, full cap paving; Sherwood Rd., Morrice to Herrington Roads, 1 mile skip-paving where necessary between prior skip-paving.</td>
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<td>$60,000.00</td>
<td>$33,300.00</td>
</tr>
<tr>
<td>White Oak</td>
<td>$0.00</td>
<td>$33,300.00</td>
<td>$33,300.00</td>
<td>Sears, Columbia to Howell Roads: full asphalt cap—1 mile; losco,M-52 to Sears Roads;skip-paving between prior paving; Cooper, M-52 to Brogan: complete full cap on 2 ends—total of 4300L feet; Swan, East of Burden-Brogan Roads, skip-paving to remainder of budget.</td>
<td>$100,000.00</td>
<td>$66,700.00</td>
<td>$33,300.00</td>
</tr>
</tbody>
</table>

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

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

Adopted as part of a consent agenda.
JULY 23, 2019 REGULAR MEETING

ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 16

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION # 19 – 297

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

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

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

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

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

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

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

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

COUNTY SERVICES: Yeas: Celentino, Stivers, Grebner, Sebolt, Koenig, Maiville, Naeyaert
Nays: None  Absent: None  Approved 07/16/2019
FINANCE: Yeas: Grebner, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
Nays: None  Absent: Morgan  Approved 07/17/2019

Adopted as part of a consent agenda.
WHEREAS, the Ingham County Road Department permit fee structure has not been updated since 2006, with the exception of 2014, when the culvert installation fees were updated; and

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

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

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

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

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

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

Adopted as part of a consent agenda.
<table>
<thead>
<tr>
<th>Permit Type</th>
<th>2006 Permit Fee</th>
<th>2019 Permit Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>UTILITY PERMITS:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Overhead Installations</td>
<td>$150</td>
<td>$150</td>
</tr>
<tr>
<td>Underground Installations (No Road Crossings)</td>
<td>$150</td>
<td>$150</td>
</tr>
<tr>
<td>Underground Installations with Open Cut Road Crossings (Bond Required)</td>
<td>$150 plus $120 / cut</td>
<td>$150 plus $250 / cut</td>
</tr>
<tr>
<td>Underground Installations with Bored Road Crossings (Bond Required)</td>
<td>$150 plus $60 / bore</td>
<td>$150 plus $150 / bore</td>
</tr>
<tr>
<td>Annual Sprinkler Permit</td>
<td>$150</td>
<td>$150</td>
</tr>
<tr>
<td>Annual Maintenance - Municipal</td>
<td>N/C</td>
<td>N/C</td>
</tr>
<tr>
<td>Annual Maintenance - Utility</td>
<td>$150</td>
<td>$220</td>
</tr>
<tr>
<td><strong>ROADS AND RIGHT-OF-WAY:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Modifications or Installations within the Road Right-of-Way</td>
<td>$150</td>
<td>$150</td>
</tr>
<tr>
<td>Tree Removal or Trimming within the Road Right-of-Way</td>
<td>$40</td>
<td>N/C</td>
</tr>
<tr>
<td>Landscaping in the Road Right-of-Way</td>
<td>$150</td>
<td>$50</td>
</tr>
<tr>
<td>Land Divisions</td>
<td>$150 plus $25 / split</td>
<td>$150 plus $25 / split</td>
</tr>
<tr>
<td><strong>TRANSPORTATION PERMITS:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Cab Card for Oversize or Overweight Vehicles</td>
<td>$100</td>
<td>$100</td>
</tr>
<tr>
<td>Single Moves</td>
<td>$25</td>
<td>$50</td>
</tr>
<tr>
<td>Haul Routes - Farm &amp; Milk Haulers (During spring weight restrictions)</td>
<td>$42 single $120 multi</td>
<td>$50 single $150 multi</td>
</tr>
<tr>
<td>Public Utilities - (During spring weight restrictions)</td>
<td>$100</td>
<td>$100 single</td>
</tr>
<tr>
<td>Haul Routes - All Others</td>
<td>$500</td>
<td>$500</td>
</tr>
<tr>
<td>House and Small Structure Moves</td>
<td>$150</td>
<td>$50 single</td>
</tr>
<tr>
<td>Road Closures for Parades, Block Parties, Marathons, etc.</td>
<td>N/C</td>
<td>N/C</td>
</tr>
<tr>
<td>Road Closures for Construction</td>
<td>$150</td>
<td>$150</td>
</tr>
<tr>
<td>Overhead Banners</td>
<td>N/C</td>
<td>N/C</td>
</tr>
</tbody>
</table>
## JULY 23, 2019 REGULAR MEETING

<table>
<thead>
<tr>
<th>Permit Type</th>
<th>2014 Permit Fee</th>
<th>2019 Permit Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DRIVEWAY PERMITS:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Residential or Field Drive includes culvert installation and $50 permit fee)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential or Field Drive Installation (12'x 24' culvert w/ 8 yds of gravel)</td>
<td>$500</td>
<td>$650</td>
</tr>
<tr>
<td>Residential or Field Drive Installation (12'x 36' culvert w/ 16 yds of gravel)</td>
<td>$556</td>
<td>$950</td>
</tr>
<tr>
<td>Residential or Field Drive Installation (12'x 24' culvert without gravel)</td>
<td>$279</td>
<td>No Longer Provided</td>
</tr>
<tr>
<td>Residential or Field Drive Installation (12'x 36' culvert without gravel)</td>
<td>$361</td>
<td>No Longer Provided</td>
</tr>
<tr>
<td>Residential or Field Drive Installation (12'x 48' culvert w/ 16 yds of gravel)</td>
<td>$598</td>
<td>$1250</td>
</tr>
<tr>
<td>Residential or Field Drive Installation (12'x 48' culvert without gravel)</td>
<td>$438</td>
<td>No Longer Provided</td>
</tr>
<tr>
<td>Residential or Field Drive Installation Greater than 12&quot; Diameter (Size and Length to be Determined by Road Department)</td>
<td>Varies</td>
<td>Determined During Review</td>
</tr>
<tr>
<td>Modifications to Existing Residential or Field Driveways (Resurfacing, replacing, etc.) (No culvert replacement required)</td>
<td>$30</td>
<td>$50</td>
</tr>
<tr>
<td>Commercial Driveways (New or replacement)</td>
<td>$150 plus $50 / add'l</td>
<td>$150 each</td>
</tr>
<tr>
<td>Modifications to Existing Commercial Driveways</td>
<td></td>
<td>$150</td>
</tr>
<tr>
<td>All Other Activities Requiring Permits that are not Listed Above</td>
<td>$150</td>
<td>$150</td>
</tr>
</tbody>
</table>

## MISCELLANEOUS:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Appeal Fee for Waivers or Variances</td>
<td>$300</td>
</tr>
<tr>
<td>After the Fact Permit Fees</td>
<td>2x original permit fee</td>
</tr>
<tr>
<td>Engineering Plan Review Fee, Per Submittal</td>
<td>Actual Costs, $500 deposit</td>
</tr>
<tr>
<td>Construction Inspection &amp; Administrative Fee</td>
<td>Actual Costs, Plus 3% of estimate as deposit</td>
</tr>
</tbody>
</table>
WHEREAS, Ingham County Road Department (ICRD) staffing is such that many times during the engineering design phase of projects, we don’t have the staff, equipment, or expertise to perform all project related data collection, design or document preparation required to meet funding deadlines; and

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

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

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

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

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

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes retaining Fishbeck, Thompson, Carr & Huber, Inc., 5913 Executive Drive, Suite 100, Lansing, MI 48911; DLZ Michigan, Inc., 1425 Keystone Avenue, Lansing, MI 48911; RS Engineering, LLC, 6709 Centurion Drive, Suite 300, Lansing, MI 48917; Bergmann Associates, 7050 W. Saginaw Highway, Suite 200, Lansing, MI 48917; and Williams & Works, 549 Ottawa Avenue NW, Grand Rapids, MI 49503 to provide the as-needed engineering design services for 2019, 2020 and 2021.
JULY 23, 2019 REGULAR MEETING

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

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

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

Adopted as part of a consent agenda.
JULY 23, 2019 REGULAR MEETING

ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 19

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION # 19 – 300

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted as part of a consent agenda.
WHEREAS, the Tri-County Aging Consortium, known as Tri-County Office on Aging, produced the Fiscal Year 2020-2022 Multi-Year Plan as required by the Older Americans Act and the Older Michigamians Act; and

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

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

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

Adopted as part of a consent agenda.
Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION # 19 – 303

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

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

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

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

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

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

WHEREAS, Appropriations Bill Public Act 207 of 2018, Article X, Part 2 Provisions Concerning Appropriations, General Sections, Behavioral Health Services, Section 928 (1) states, “Each PIHP shall provide, from internal resources, local funds to be used as a bona fide part of the state match required under the Medicaid program in order to increase capitation rates for PIHPs. These funds shall not include either state
JULY 23, 2019 REGULAR MEETING

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

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

WHEREAS, the County of Ingham has a strong desire to keep local funding at the local level to meet the financial liability of the county pursuant to Section 302(1) of the Code (MCL330.1301-2[1]) and to respond to the behavioral health needs in this county.

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

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

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

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

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

Adopted as part of a consent agenda.
Introduce by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION HONORING MARY WARE

RESOLUTION # 19 – 304

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

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

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

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

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

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

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

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

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

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

WHEREAS, Mary’s passion for patient care has always been evident in her relationships with patients and coworkers; and

WHEREAS, with 30 years of dedicated service to the Ingham County Health Department, Mary is retiring from her position as Medical Assistant.
JULY 23, 2019 REGULAR MEETING

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

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

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

Adopted as part of a consent agenda.
INTRODUCED BY:

JULY 23, 2019 REGULAR MEETING

ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 24

INHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION # 19 – 305

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

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

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

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

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

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

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

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

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

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes Amendment # 4 to the 2018-2019 Comprehensive Agreement with Michigan Department of Health & Human Services (MDHHS) effective October 1, 2018 through September 30, 2019.
BE IT FURTHER RESOLVED, that the total amount of the Comprehensive Agreement funding shall increase from $5,686,220 to $5,811,617, an increase of $125,397.

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

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

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

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

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

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

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

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

Adopted as part of a consent agenda.
JULY 23, 2019 REGULAR MEETING

ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 25

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION # 19 – 306

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

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to transfer $38,355 from the attrition savings from the vacancies of the Assistant Park Managers into line item # 228-75999-978000-9P21 to cover the remaining cost of the project.
BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any necessary contract documents on behalf of the County after approval as to form by the County Attorney.

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

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

Adopted as part of a consent agenda.
JULY 23, 2019 REGULAR MEETING

ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 26

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A CONTRACT WITH
ROWE PROFESSIONAL SERVICES COMPANY

RESOLUTION # 19 – 307

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED, the term of the contract shall be from the date of execution until 12/31/2021.
BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary budget adjustments consistent with this resolution.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted as part of a consent agenda.
JULY 23, 2019 REGULAR MEETING

ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 28

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION # 19 – 309

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any necessary contract documents consistent with this resolution upon approval as to form by the County Attorney.
JULY 23, 2019 REGULAR MEETING

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

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

Adopted as part of a consent agenda.
JULY 23, 2019 REGULAR MEETING

ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 31

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION # 19 – 312

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

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

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

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

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

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

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

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

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

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a grant agreement with KAC Consulting, LLC for the development of a mass media campaign to reduce HIV stigma, in an amount not to exceed to exceed $13,500 for the period of August 1, 2019 to September 30, 2021.
JULY 23, 2019 REGULAR MEETING

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

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

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

Adopted as part of a consent agenda.
JULY 23, 2019 REGULAR MEETING

ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 32

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION # 19 – 313

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

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

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

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

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

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

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

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

WHEREAS, the Health Officer recommends authorization of an agreement between MLive and ICHD in an amount not to exceed $5,000 for the period of August 1, 2019 to September 15, 2019; and
WHEREAS, the Health Officer recommends authorization of an agreement between NCM and ICHD in an amount not to exceed $3,800 for the period of August 1, 2019 to September 15, 2019; and

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

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

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

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

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

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

Adopted as part of a consent agenda.
JULY 23, 2019 REGULAR MEETING

ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 33

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION # 19 – 314

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

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

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any necessary contract documents consistent with this resolution upon approval as to form by the County Attorney.
HUMAN SERVICES:  **Yea**: Tennis, Trubac, Sebolt, Morgan, Slaughter, Naeyaert  
**Nays**: None  
**Absent**: Stivers  
**Approved 07/15/2019**

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

Adopted as part of a consent agenda.
JULY 23, 2019 REGULAR MEETING

TERMS AND CONDITIONS

1. RNS Communications, Inc. ("RNS").
   (a) "the advertising submitted to it by Client, subject to DMV's Right of Approval, in the locations on the Advertising Medium.
   (b) All advertising submitted will be in all "digital displays" located inside the selected by DMV office(s). In the event DMV fails to approve or rejects Client's desired advertisement, or DMV rejects Client's desired advertisement, then this Agreement shall be immediately terminated without further obligation on the part of either Party, and funds paid by Client for such which have not been reimbursed, or other services which have not been performed, will be immediately refunded in full to Client by RNS.

2. Client acknowledges that: (i) RNS's Motor Vehicle Network ("MVN") is an advertising medium used for creating consumer awareness and brand identity and is a community service entertainment medium; (ii) the MVN is not a direct response medium; (iii) the MVN is in compliance with Client's other advertising, similar to the way a national advertiser's billboard in a stadium enhances the national advertiser's brand name and national advertiser's media mix; and (iv) the MVN is designed so that Client can track results in a manner acceptable as a direct response medium.

3. State officials and/or the RNS may require advertisers to bid for advertising positions by sealed bid or another bidding procedure during the term hereof. In such an event, the RNS shall notify Client and/or the Client(s), who shall have the right to participate in the bid pursuant. If Client is not a successful bidder, the RNS shall cancel this contract without any liability to Client, RNS, the State, or the State.

4. RNS has the right to cancel any contracted advertising prior to the start date, during the course of the advertising schedule, at time of renewal of this contract or in its sole discretion, at any time if RNS contract with DMV is cancelled, if Advertiser becomes involved in an investigation, litigation, merger with any government agency, be subject to a publicly broadcast lawsuit.

5. The term of this contract shall be automatically renewed for additional periods of twelve (12) months each on the same terms and conditions, unless canceled by Client in writing at least one (1) month prior to the expiration date or cancelled by RNS. The start date indicated on this Agreement is a target date, and the actual schedule begins the first day the ad appears in the selected DMV office(s). This date will be indicated on the first invoice.

6. Payments are to be made to RNS within thirty (30) days of receipt of invoice. A late charge of two dollars ($2.00) will be applicable, at RNS discretion, to all payments received by RNS more than thirty (30) days after Client's receipt of invoice. RNS may cancel this Agreement if any payment due hereunder is not received within thirty (30) days of the Client's receipt of invoice. If Client pays by credit card and wants to cancel their recurring payment in order to pay by check or other form of payment, Client must notify RNS in writing at least 30 days prior to the payment charge date.

7. If Advertiser's balance is more than sixty (60) days past due, RNS reserves the right to discontinue any advertising placed by Advertiser and cancel the contract effective upon written notice to Advertiser, and the full balance of the remaining months of the contract, plus past due and late charges, shall be due and payable in full. If Advertiser fails to provide RNS with initial advertising copy or to approve an advertising within a reasonable time, such that RNS is unable to begin advertising, RNS reserves the right to discontinue any advertising placed by Advertiser and cancel the contract effective upon written notice to Advertiser. In that event, Advertiser shall refund any prepaid fees, deposits or other unpaid funds paid to RNS Communications Inc. as liquidated damages. Should MVN be forced to cancel this Agreement for lack of payment by Advertiser and whereby Advertiser has no advertising copy for a month of billing and/or a rate increase, RNS will add both the value of the free month of advertising and the discounted rate to the final balance owed by Advertiser. RNS Communications, Inc. reserves the right to place a lien, and Advertiser hereby grants a lien, on Advertiser's assets, and assigns of this Agreement’s personal assets, for any amount owed RNS. If outstanding past due balance is not paid in full, RNS reserves the right to report each debit to不可支付的credit card agency. Advertiser and assignee shall be responsible for all expenses associated with the collection of any outstanding balance, together with all costs, expenses, and attorney fees incurred by RNS in any action to collect any sum due hereunder.

8. No payment by Client of a lesser amount than is billed shall be deemed to be other than a partial payment, and no endorsement on a check or letter accompanying a check shall be deemed an accord and satisfaction, and RNS may accept any partial payment without prejudice to its right to recover the balance due.

9. If for any reason this contract must be canceled by Client before the renewal or expiration date, the outstanding balance — plus one hundred percent (100%) of the remaining term of the Agreement — shall be immediately due and payable as liquidated damages due to Client's default.

10. In the event of litigation, each Party will be entitled to its reasonable attorneys fees as part of its damages.

11. If this Agreement is signed by an agent for Client: (a) the agent represents that it has the authority to represent the Client and signs this contract on its behalf, and that the Client is willing and able to pay for the advertisements, (b) Client and agent are jointly and severally liable for all charges due hereunder, regardless of, by (c) to whom bills are sent, or whether Client has signed this Agreement, or (d) any means received by agency from Client, which is based upon advertisements that have been sent, shall be received in trust and shall be held in trust for the benefit of Client and RNS until agency has satisfied the payment due to RNS. To induce RNS to enter into this Agreement, the signer agrees to be held personally liable for all payments hereunder.

12. Client shall indemnify, defend, and forever hold harmless RNS, its officers, directors, shareholders, employees, agents, and licensees from and against any and all damages, losses, expenses, claims, suits, and liabilities, including reasonable attorneys fees arising from or related to or connected to: (a) any advertisements or the contract at the instruction of Client in connection with advertising with RNS or this Agreement, (b) any claims made by Client in any advertisement, or by Client's inability to fail its advertising obligations and commitments, (c) all breaches by Client of any condition of the Agreement, (d) any misrepresentation made by Client herein; and (v) all claims made based upon the content or blurring of the advertisement submitted by Client to RNS.

13. In the event RNS fails to perform any advertisement, RNS shall have no liability other than to air the missed advertisement at another time, which is approved by and acceptable to Client, or to bill Client to refund any amount RNS had received by Client for commercials that failed to air. RNS does not commission nor publish audited reports of Client's run of schedule.

14. RNS may review any advertisement submitted to it, but is not responsible for content, correctness, or legality and takes no responsibility for same. Client is solely responsible for content, correctness, and legality of its advertising.

15. The State and MVN have the right to approve or reject all advertising copy, however, Client acknowledges that the approval or rejection of advertising copy by the State does not constitute a representation or warranty by the State of the legality of such copy.

16. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns. A modification shall not release the parties of their obligation to guarantee the performance of this Agreement to the obligations hereunder. RNS may assign this Agreement to a third party without the written consent of Client. Pursuant to a merger, consolidation, or a sale of, substantially, all of a Client's assets and/or stock, such assignment or sale of assets shall bind the acquiring party to the fulfillment of this Agreement.

17. This Agreement may be signed in one or more counterparts, each of which shall be considered an original counterpart, and shall become a binding Agreement when the Parties shall have executed each executed one (1) counterpart.

18. The Parties hereto agree that electronic or facsimile signatures of this Agreement shall be binding and enforceable as original signatures.

19. No failure of RNS to exercise any of its rights hereunder shall be deemed a waiver thereof.

20. RNS has made no representations or warranties to Client other than as set forth in this Agreement.

21. The Parties shall, and thereby do, expressly waive any claim to any action in any court, and to any action or proceeding in which a trial jury was waived.

22. The terms and conditions of this Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Connecticut, with regard to principles of conflict of laws, Any litigation arising hereunder or relating hereto shall only be brought in the courts of the State of Connecticut or the United States District Court for the District of Connecticut.

23. This Agreement contains the terms and conditions agreed upon by the Parties hereto with reliance to the mutual benefit. No other agreements, oral or otherwise, shall be implied to exist or to bind any of the Parties hereto, and all prior agreements and understanding are superseded hereby. This Agreement cannot be modified or changed, except by written instrument signed by all of the Parties hereto.
JULY 23, 2019 REGULAR MEETING

ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 34

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ENTER INTO AN AGREEMENT WITH CONTINENTAL CANTEEN

RESOLUTION # 19 – 315

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

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

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

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

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

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

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

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

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

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

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

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

Adopted as part of a consent agenda.
JULY 23, 2019 REGULAR MEETING

ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 35

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION # 19 – 316

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

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any contract documents on behalf of the county after approval as to form by the County Attorney.
JULY 23, 2019 REGULAR MEETING

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

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

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

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

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any necessary contract documents on behalf of the county after approval as to form by the County Attorney.
JULY 23, 2019 REGULAR MEETING

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

FINANCE: **Yea**s: Grebner, Tennis, Crenshaw, Polsdofe, Schafer, Maiville
   **Nays**: None    **Absent**: Morgan  **Approved 07/17/2019**

Adopted as part of a consent agenda.
JULY 23, 2019 REGULAR MEETING

ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 37

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION # 19 – 318

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

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

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

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

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

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

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

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

WHEREAS, the current Cooperative Operational Agreement ends June 30, 2019; and
WHEREAS, the ICHC Board of Directors must have established Bylaws in order to ensure compliance with federal statute and program requirements as stipulated by Section 330 of the Public Health Services Act, which are included as an attachment to the Cooperative Operational Agreement; and

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

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

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

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

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

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

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

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

Adopted as part of a consent agenda.
INGHAM COMMUNITY HEALTH CENTER BOARD

BYLAWS

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

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

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

Article III – Mission and Objectives
A. Mission
   Our mission is to attain the highest level of community wellness by empowering people to improve their health and well-being.

B. Objectives
1. To arrange for the provision of comprehensive primary care services to residents of the medically underserved areas of Ingham County, and surrounding areas.
2. To increase the accessibility of primary care services, inclusive of medical and dental (oral) services, to uninsured/underinsured population groups which experience a shortage of primary care.
3. To assure that the Community Health Centers provide high quality primary care services.
4. To develop an Integrated primary care program with other community health resources, including ongoing public health services.
5. To support the Ingham County objective of assuring that all County residents have access to an organized system of health care.
6. To support Ingham County in its efforts to make certain public health services (such as family planning, sexually transmitted infection prevention, diagnosis, and treatment, breast and cervical cancer control, and immunizations) available to the general population and especially to at-risk populations, including women in childbearing years, children, minorities, and other underserved populations through a primary medical care model.
Article IV – Authority of Board of Commissioners
The Board of Commissioners is elected and operates under provisions of Article VII of the 1963 Michigan Constitution and Public Act 156 of 1831, MCL 46.1 et. seq. The Board of Commissioners has the responsibility to represent the County and for the care and management of the business of the County. MCL 46.11. The Board of Commissioners has the authority to establish rules and regulations in reference to the management of the interest and business concerns of the County as the Community Health Center Board considers necessary and proper in all matters not especially provided for by law. MCL 46.11(m). Pursuant to the statute, the Board of Commissioners is required to provide for a County Health Department to serve the needs of the community. MCL 333.2413.

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

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

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

A. Community Health Center Board Appointments

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

B. Terms of Office

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

C. Removal

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

D. Vacancies and Resignations

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

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

E. Compensation

Members of the Community Health Center Board shall serve without compensation for membership. Members may be provided with compensation for actual expenses related to transportation, childcare or other assistance as the board sees fit to support attendance at a Community Health Center Committee or Board meetings and other official business requested by the Community Health Center Board. The Health Center Board will maintain a policy outlining the acceptable types of reimbursement and approvals required.
Article VII – Meetings and Voting
  A. Annual Meeting
  The annual meeting of the Community Health Center Board shall be held in October at a place
to be decided by the Community Health Center Board.

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

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

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

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

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

Article VIII – Officers and Staff Assistance
  A. Officers
  The officers of the Community Health Center Board shall be the Chairperson, Vice-Chairperson,
and Secretary.

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

  C. Removal

5
Any officer elected by the Community Health Center Board may be removed by the Community Health Center Board with two-thirds majority vote after notice and an opportunity to be heard.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. General Committee Procedures
1. **Term:** Each standing committee shall be appointed at the annual meeting of the Community Health Center Board and shall serve for one year. Committee chairpersons shall also serve for one year. Committee reassignments may be completed as necessary throughout the term.

2. **Meeting Procedure:** Every meeting of a standing committee of the Community Health Center Board shall be called by its Chairperson or by a majority (51% or more) of committee members. At the first meeting of a standing committee, a regular meeting schedule shall be
established. In the event that a special meeting is necessary, committee members shall be notified of the time, place, and purpose of the special committee meeting at least two (2) business days prior by acknowledged e-mail, US Mail, text or electronic communication or hand delivery in person. A quorum for the conduct of committee business shall require the presence of a majority of committee members. All committee meetings of the Community Health Center Board shall be conducted in accordance with the Michigan Open Meetings Act (P.A. 267 of 1976.)

3. Membership: Only Community Health Center Board members may be assigned to standing committees of the Community Health Center Board with the exception of the VOA Clinic as set forth above. The Community Health Center Board may request that non-Community Health Center Board members attend Community Health Center Board meetings to provide assistance or information.

4. Voting: When a committee meets and votes on an issue, only members of that committee may vote. Community Health Center Board members who are present and who are not members of the committee may not vote. Community health Center Board committees are advisory in nature and all actions shall be forwarded for review and action to the full Community Health Center Board.

Article X – Responsibilities of the Community Health Center Board

A. Personnel Policies and Procedures

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

B. Executive Director

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

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

C. Financial Management

The Community Health Center Board shall annually review the budget prepared by the Health Department for the operation of the Community Health Centers, after review and recommendation by the Community Health Center Board Finance Committee. The Community Health Center Board shall advise the Board of Commissioner's regarding this budget. The Community Health Center Board shall review and approve the Section 330 grant application and the annual Section 330 grant budget and recommend this budget to the Board of
Commissioners after review and recommendation by the Community Health Center Finance Committee, at the time set forth in Article IX B.1. The Community Health Center Board and the Board of Commissioners shall jointly approve the annual Section 330 grant budget submitted to the U.S. Department of Health and Human Services, Health Resources and Services Administration, Bureau of Primary Health Care, Health Center Program.

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

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

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

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

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

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

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

Article XI — Fiscal Year
The fiscal year of the Community Health Center Board shall be from October 1 through September 30.

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

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

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

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

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

[Signatures and dates]

[Approval details]

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COOPERATIVE OPERATIONAL AGREEMENT

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

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

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

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

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

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

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

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

Community Health Center Board Purpose: The Community Health Center Board shall monitor the Health Department's implementation of the Section 330 grant and a Federally Qualified Health Center Look-Alike Entity and the operation of the network of Community Health Centers operated by the Health Department in accordance with the terms of this Agreement and the Bylaws as adopted by the Board of Commissioners and the Community Health Center Board. The Bylaws are incorporated herein by reference and attached as Exhibit A. The Community Health Center Board will assist the Board of Commissioners and the Health Department to implement health services for Ingham County residents through a network of Community Health Centers operated by the Health Department. These services shall represent a significant effort by the County to assure that low-income Ingham County residents have adequate access to categorical public health programs and services,
including family planning, sexually transmitted infection prevention, diagnosis, and treatment, breast and cervical cancer control, WIC, and immunizations. The Community Health Center Board, the Board of Commissioners, and the Health Department shall be particularly committed to meeting the health care needs of at-risk populations, including women during the child-bearing years, children, minorities, and other underserved populations.

(2) **Community Health Center Board Appointments:** The Community Health Center Board shall recommend nominations for each vacant seat on the Community Health Center Board to the Board of Commissioners for consideration and appointment. Both the Community Health Center Board and the Board of Commissioners will use their best efforts to maintain the same ratio of consumer members, provider members, and consumers-at-large as set out in the Board Composition section of the Community Health Center Board Bylaws and required by Section 330 of the Public Health Services Act policies and guidelines. In the process of preparing a slate of nominees to recommend to the Board of Commissioners for consideration, the Community Health Center Board shall solicit nominations from the community serviced by the centers, community organizations, and health organizations.

(3) **Joint Application:** The Board of Commissioners and the Community Health Center Board will take such actions as are required to make application for grants under Section 330 of the Public Health Services Act and application for Federally Qualified Health Center Look-Alike status. The Board of Commissioners, acting on behalf of Ingham County, shall serve as the public entity applicant, together with the Community Health Center Board as co-applicant.

(4) **Operation of the Center:**

a. The Community Health Center Board will work with the Board of Commissioners and the Health Department to assure that the Community Health Centers are operated in accordance with the terms and conditions of the HHS Notice of Grant Award and any modifications thereof, and specifically in accordance with the requirements of 42 CFR Part 51c subpart C and with the Federally Qualified Health Center Look-Alike Entity requirements.

b. All Community Health Center personnel shall be employees of Ingham County and shall be bound by all Ingham County policies and procedures, including personnel policies and procedures as set forth in Paragraph (5), below. Ingham County shall be responsible for the payment of wages, fringe benefits, workers’ compensation, and unemployment compensation for Community Health Center personnel.

c. Title to all assets obtained with Section 330 grant funds shall be vested in Ingham County for the use and benefit of the Community Health Centers which will be managed through an established enterprise fund.
d. The Community Health Center Board shall work with the Board of Commissioners to establish policies for health care delivery, including those dealing with the scope and availability of services, location and hours of services, and quality of care audit procedures, as are consistent with the grant application, Notice of Award, applicable Federal, state and local regulations, and related Board of Commissioners' directives.

c. Section 330 grant funds shall be disbursed by the Health Department in accordance with the federally approved budget. No disbursement shall be made other than as set forth in the budget without review and approval by the Community Health Center Board and the Board of Commissioners. The parties understand and agree that the Section 330 funds shall be used solely for the purposes allowed by the grant agreement. Any Section 330 grant funds remaining after the end of the fiscal year shall be disbursed at the direction of the granting authority.

d. The Community Health Center Board shall make its records available for inspection at all reasonable times upon request of the Board of Commissioners or its duly authorized agent or representative. Community Health Center Board minutes shall be publicly available at the Board of Commissioners' office and posted online.

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

(6) Personnel Policies: Personnel policies and procedures of the Community Health Centers shall be those adopted by the Board of Commissioners for Ingham County employees, and shall include applicable collective bargaining agreements negotiated between Ingham County and the legal representatives of employees. The Community Health Center Board may make recommendations to the Board of Commissioners regarding the terms and conditions of those agreements as might benefit the operation of the Community Health Centers.

(7) Budgeting, Travel, Purchasing, Information Technology Policies: Budget, Travel, Purchasing & Information Technology policies and procedures of the Community Health Center shall be those adopted by the Board of Commissioners. The Community Health Center Board may make recommendations to the Board of Commissioners regarding any policy as might benefit the operation of the Community
Health Center. In the case of implementation of county policies which may inhibit Community Health Center functioning in accordance with grant requirements, the Community Health Center may request appeal of such policies (e.g., out of state travel prohibition).

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

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

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

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

Annual Budget Adoption: Ingham County has established an enterprise fund (Community Health Center Network Fund/511 Fund) to record all of the financial
activity of the Community Health Centers. This enterprise fund operates in a manner similar to private business, in this case, incorporating all revenues earned, costs incurred and/or net income related to the operation of the Community Health Center. This Enterprise Fund shall be specifically referenced in the annual County General Appropriations resolution, addressing, at a minimum, any exceptions to County policies required for the effective and efficient operation of the Community Health Centers and administration of the HHS grants, Michigan Department of Health and Human Services school-based health centers grants, and other grants included in the annual budget.

(11) Amendments to the Budget: Ingham County Budget policies and procedures will be utilized for all amendments to the jointly adopted Community Health Centers' budget. The current policy provides for limited budget amendments via administrative approval. Amendments requiring approval of the full Board of Commissioners shall also require approval of the Community Health Center Board. Community Health Center Board approval shall either be obtained prior to the submission of the adjustment to the Board of Commissioners or the action of the Board of Commissioners shall be contingent upon the concurrence of the Community Health Center Board.

(12) Fee Schedule Policy: As set forth in Michigan law, the Community Health Center Board shall recommend to the Board of Commissioners a fee schedule for services provided through the Community Health Centers and shall recommend to the Board of Commissioners policies for discounting fees (i.e. sliding fee scale) based on the patient/family income. The Board of Commissioners shall enact a fee schedule and discounting policies (i.e. sliding fee scale), in accordance with the authority provided in the Michigan Public Health Code, MCL 333.2444.

(13) Quality Assurance: The Community Health Center Board shall work with the Board of Commissioners and the Health Department to ensure that a system and process is in place to assure quality primary care services in the Community Health Centers. The Community Health Center Board shall oversee a program of quality improvement/quality assurance directed at assuring the high quality primary care services delivered to the public and the legal and contractual compliance of the operation of the Community Health Centers.

(14) Grievances Procedure: The Community Health Center Board shall adopt procedures for resolving patient grievances.

(15) Agreement Period and Termination: The services to be provided by the Community Health Center Board shall become effective and performance thereon shall commence on the 1st day of January, 2018, and shall continue in effect through the 31st day of December, 2018, at which time this Agreement expires, unless terminated earlier by the parties.

Notwithstanding any other provision in this Agreement to the contrary, if the Community Health Center Board and the Board of Commissioners no longer receive funding under Section 330 of the Public Health Services Act or any successor to the substitute Act(s), this Agreement shall terminate.
Any party may terminate this Agreement upon sixty (60) days written notice to the other parties. Notice shall be provided as set forth in Paragraph 20. A copy of any notice of termination shall be provided to the HHS as the granting authority.

(16) Sole Agreement: This Agreement and the attached Bylaws contain the entire Agreement of the parties and their rights, duties, and their obligations to each other. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either written or verbal between the parties.

(17) Disputes: The Community Health Center Board and the Board of Commissioners will use their best efforts to carry out the terms of this Agreement in a spirit of cooperation and will resolve by negotiation any disputes occurring hereunder.

(18) Modifications of Agreement: Modifications, amendments or waivers of any provision of this Agreement may be made only by written mutual consent of the parties, signed by their duly authorized representatives.

(19) Non-discrimination: The parties shall adhere to all applicable Federal, state and local laws and regulations prohibiting discrimination. The parties shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms and conditions or privileges of employment, or in a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, height, weight, marital status, political affiliation or beliefs, or disabilities which are unrelated to the individual’s ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of this Agreement.

(20) Confidentiality and Health Insurance Portability and Accountability Act: All personal health information assembled, obtained, constructed, or prepared pursuant to or as a consequence of this Agreement or the Section 330 grant are subject to all Federal and Michigan laws and regulations governing the disclosure of public and medical records subject to certain exemptions from disclosure under the circumstances expressly authorized by the above laws and regulations.

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) is pertinent to the services that the Community Health Centers provide, the Community Health Center Board assures that it is in compliance with the HIPAA requirements.

(21) Assignment: The Board of Commissioners and the Community Health Center Board shall not assign or transfer any of its rights or obligations under this Agreement unless previously agreed to in writing by the granting authority.

(22) Applicable Law: This Agreement shall be construed in accordance with laws of the State of Michigan.
(23) **Notice:** Any notice provided for hereunder shall be in writing and shall be deemed given by (I) personal delivery upon written receipt of the party to whom it is addressed or (II) upon its deposit in the United States Mail, first class postage prepaid and addressed,

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

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

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

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

(24) **Waiver of Breach:** Waiver, by any party to this Agreement, of any breach of any provision hereof by any other party shall not operate or be construed as a waiver by such party of any subsequent breach, whether such breach shall be of the same provision or different provision.

(25) **Severability:** If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remaining provisions of this Agreement, and the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

(26) **Disregarding Titles:** The titles of the sections contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision hereof.

(27) **Review of Co-Applicant Agreement:** The Community Health Center Board, Board of Commissioners, and Health Department will meet minimally once each year to ensure the terms of this agreement are being met and to identify any needed resources.
(28) **Benefit and Binding Effect:** This Agreement shall inure to the benefit of and be binding upon the parties hereto, their legal representatives, heirs, successors and assigns.

(29) **Certification of Authority to Sign Agreement:** The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

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

WITNESSED BY:

COUNTY OF INGHAM

Date 8-8-18  
By:  
Carol Komaig, Chairperson  
Board of Commissioners

INGHAM COUNTY COMMUNITY HEALTH CENTER BOARD

Date July 20, 2018  
By:  
Todd Heywood, Chairperson  
Community Health Center Board

INGHAM COUNTY HEALTH DEPARTMENT

Date July 25, 2018  
By:  
Linda Valle, Health Officer  
Health Department

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

By:  
Timothy M. Perrone

JULY 23, 2019 REGULAR MEETING
Article I – Name
The name of this Board shall be the Ingham Community Health Center Board of Directors hereinafter "Community Health Center Board."

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

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

Article III – Mission and Objectives

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

B. Objectives
1. To arrange for the provision of comprehensive primary care services to residents of the medically underserved areas of Ingham County, and surrounding areas.
2. To increase the accessibility of primary care services, inclusive of medical and dental (oral) services, to uninsured/underinsured population groups which experience a shortage of primary care.
3. To assure that the Community Health Centers provide high quality primary care services.
4. To develop an Integrated primary care program with other community health resources, including ongoing public health services.
5. To support the Ingham County objective of assuring that all County residents have access to an organized system of health care.
6. To support Ingham County in its efforts to make categorical public health services (such as family planning, sexually transmitted infection prevention, diagnosis, and treatment, breast and cervical cancer control, WIC, and immunizations) available to the general population and especially to at-risk populations, including women in childbearing years, children, minorities, and other underserved populations.
Article IV – Authority of Board of Commissioners
The Board of Commissioners is elected and operates under provisions of Article VII of the 1963 Michigan Constitution and Public Act 156 of 1951, MCL 46.1 et seq. The Board of Commissioners has the responsibility to represent the County and for the care and management of the business of the County, MCL 46.11. The Board of Commissioners has the authority to establish rules and regulations in reference to the management of the interest and business concerns of the County as the Community Health Center Board considers necessary and proper in all matters not especially provided for by law, MCL 46.11(m). Pursuant to the statute, the Board of Commissioners is required to provide for a County Health Department to serve the needs of the community, MCL 333.3413.

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

Article V – Size and Composition

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article VIII — Officers and Staff Assistance

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

B. Election and Terms of Office
   The officers shall be elected by the Community Health Center Board during the annual meeting
   and shall take office immediately thereafter. Terms of office shall be for one (1) year or until
   their successors are elected. Officers shall be elected at the first meeting of the Community
   Health Center Board and shall serve until the first annual meeting thereafter.
C. Removal
Any officer elected by the Community Health Center Board may be removed by the Community Health Center Board with two-thirds majority vote after notice and an opportunity to be heard.

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

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

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

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

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

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

A. Ad-Hoc Committees

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

B. Standing Committees

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

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

Executive Committee:
The Executive Committee shall be comprised of the Community Health Center Chairperson (who shall serve as chair or designate a chair in his/her absence) and the Chairpersons of the Finance, Quality, and Membership Committees (totaling four (4) members). The Executive Committee shall, through the Board’s intent, provide strategic direction for the Community Health Center board and align communication among board committees. It shall also act for the Board between regularly scheduled meetings. Any and all actions conducted on behalf of the Board by the Executive Committee must have approval from a majority of present Executive Committee members assuming quorum (greater than 50% of committee members present). It shall be responsible for monitoring policy matters affecting the Community Health Center Network and its patients at the local, state, and federal levels. It shall also delegate tasks to other committees when appropriate. Finally, it shall oversee the annual evaluation of the Community Health Center Executive Director and lead the search process and seek input from board members when a Community Health Center Executive Director vacancy arises (this may be tasked to an ad-hoc committee).
Finance Committee:
The Finance Committee must be comprised of no less than three (3) and no more than 49% of all Community Health Center Board members. It shall develop the recommended Community Health Center network budget. The Community Health Center Board and the Board of Commissioners must jointly approve the budget. This committee shall also develop the strategic plan to align financial/operational goals with the County to the greatest extent possible, monitor financial/operational outcomes, and present new or revised financial/operational policies needed to ensure financial solvency of the Community Health Center.

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

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

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

C. General Committee Procedures

1. Term: Each standing committee shall be appointed at the annual meeting of the Community Health Center Board and shall serve for one year. Committee chairpersons shall also serve for one year. Committee reassignments may be completed as necessary throughout the term.

2. Meeting Procedure: Every meeting of a standing committee of the Community Health Center Board shall be called by its Chairperson or by a majority (51% or more) of committee
members. At the first meeting of a standing committee, a regular meeting schedule shall be established. In the event that a special meeting is necessary, committee members shall be notified of the time, place, and purpose of the special committee meeting at least two (2) business days prior by facsimile, correspondence or hand delivery in person. A quorum for the conduct of committee business shall require the presence of a majority of committee members. All committee meetings of the Community Health Center Board shall be conducted in accordance with the Michigan Open Meetings Act (P.A. 267 of 1976.)

3. Membership: Only Community Health Center Board members may be assigned to standing committees of the Community Health Center Board with the exception of the VOA Clinic Committee as set forth above. The Community Health Center Board may request that non-Community Health Center Board members attend Community Health Center Board meetings to provide assistance or information.

4. Voting: When a committee meets and votes on an issue, only members of that committee may vote. Community Health Center Board members who are present and who are not members of the committee may not vote. Community health Center Board committees are advisory in nature and all actions shall be forwarded for review and action to the full Community Health Center Board.

Article X — Responsibilities of the Community Health Center Board

A. Personnel Policies and Procedures

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

B. Executive Director

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

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

C. Financial Management

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

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

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

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

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

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

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

H. Administrative Assistance
The Executive Director shall provide the administrative assistance necessary to fulfill the Community Health Center Board's responsibilities.
I. Conflict of Interest

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

Article XII - Fiscal Year

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

Article XIII - Order of Business

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

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

Annual Meeting:
I. Call to order and roll call
II. Approval of agenda
III. Public comment
IV. Consent agenda
   Minutes
   Committee action items
   Written reports
   Executive Director
   Medical Director
   Dental Director
V. Chairpersons annual report
VI. Election of Community Health Center Board Officers
VII. Old business
VIII. New business
IX. Public comment
X. Adjournment

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

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

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

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

[Signatures]

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

By:

Mattis D. Nordfjord

[Stamp]
June 29, 2018

Anne Scott, Interim Executive Director,
Strategic Project Manager, Community Health Centers
Ingham County Health Department
5856 S. Cedar Street
Lansing, MI 48911

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

Dear Ms. Scott:

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

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

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

Very Truly Yours,

COHL, STOKER & TOSKEY, P.C.

[Signature]

Timothy M. Perrone

Sent Via E-Mail

TMP/gmk
Enclosures

R:\ClientFiles\Ingham\Health_Dept\Correspondence\2018\Liz re Cooperative Operational Agreement 2018.doc
Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION # 16 – 278

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

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

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

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

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

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

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

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

WHEREAS, the current Cooperative Operational Agreement ends December 31, 2017; and
WHERRAS, the ICBC Board of Directors must have established Bylaws in order to ensure compliance with federal statute and program requirements as stipulated by Section 330 of the Public Health Services Act, which are included as an attachment to the Cooperative Operational Agreement; and

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

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

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

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

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

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

HUMAN SERVICES: Yes: Banas, Nolan, Koenig, Louney
Nays: None Absent: Tennis, Sebolt, Neyswalt  Approved 06/18/2018
INTRODUCED BY THE COUNTY SERVICES COMMITTEE OF THE:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO REVISE THE INGHAM COUNTY CONTRACTS PROCEDURE

RESOLUTION # 19 - 194

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

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

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

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

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

COUNTY SERVICES: Yes: Nolan, Scholtes, Grebner, Celestino, Hope, Malville, Nannestad

Nay: None

Absent: None

Approved 05/01/2018
Contract Procedures

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

Execution of Contracts

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

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

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

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

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

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

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

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

Regarding Agreements Signed Electronically

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

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

Contract Expiration

It is up to each department to monitor expiration dates of contracts that involve their departments to determine if the agreement needs to be renewed or if the services are no longer necessary. If the contract needs to be renewed, a resolution renewing the agreement should be scheduled before the appropriate Liaison Committee and the Board of Commissioners’ before the expiration of the agreement.
JULY 23, 2019 REGULAR MEETING

ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 38

Introduced by the Law & Courts Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION # 19 – 319

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

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

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

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

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

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

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

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

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

THEREFORE IT BE RESOLVED, that the Ingham County Board of Commissioners hereby honors Lieutenant Steven Sopocy for 25 years of dedicated police service to the citizens of Ingham County and the great State of Michigan while wishing him continued success in all of his future endeavors.
LAW & COURTS: Yeas: Koenig, Slaughter, Celentino, Crenshaw, Polsdofer, Trubac, Schafer
Nays: None  Absent: None  Approved 07/11/2019

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

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

Commissioner Koenig read the resolution.

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

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

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

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

Lieutenant Sopocy thanked the Commissioners for their support.
Introduced by the Law & Courts Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION # 19 – 320

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

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

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

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

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

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

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

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

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

Commissioner Tennis asked what the resolution changed.

Commissioner Koenig stated that the resolution did not change anything and that it was just not properly published when it originally passed.
JULY 23, 2019 REGULAR MEETING

Commissioner Trubac proposed the following amendments to the ordinance:

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

AND

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

Commissioner Koenig supported the amendments.

These were considered friendly amendments.

The motion carried unanimously by roll call vote. Absent: Commissioners Naeyaert and Schafer.
JULY 23, 2019 REGULAR MEETING

INGHAM COUNTY BOARD OF COMMISSIONERS

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

ORDINANCE NO. ___

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

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

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

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

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

(b) Notwithstanding paragraph (a), and unless expressly prohibited or regulated by a city, village or township ordinance, or private property restriction, chickens may be owned, kept, possessed, harbored, and kept charge of within the boundaries of any non-agricultural area within Ingham County, under the following conditions:

(i) No more than five (5) hens may be kept on any one- or two-family residential property, and no roosters shall be allowed;

(ii) Chickens must be kept in an enclosure so constructed or repaired as to keep the chickens confined on the owner's property, and to prevent rats, mice, or other rodents from being harbored underneath, within, or within the walls of the enclosure;

(iii) A covered enclosure or fenced enclosure shall not be located closer than 10 feet from the property line of any adjacent property, nor closer than 40 feet from any residential structure on an adjacent property, unless the adjacent property owner consents in writing;
JULY 23, 2019 REGULAR MEETING

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

(v) No person shall slaughter any chickens.

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

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

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

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

__________________________
Barb Byrum, Ingham County Clerk

Ingham County Board of Commissioners

__________________________
Bryan L. Crenshaw, Chairperson
Introduced by the Law & Courts Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION # 19 – 321

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

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

“Section 1. The owner of any dog shall be deemed in violation of this Ordinance and subject to the penalties set forth in Article X if:
***
(f) The owner’s dog which, by loud and frequent barking, howling or yelping, is a nuisance in the neighborhood in which said dog is kept, possessed or harbored;”
***

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

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

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

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

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

BE IT FURTHER RESOLVED, that an updated version of the Ingham County Animal Control Ordinance, as amended, will be compiled and published in hard copy and on the County’s internet website.
BE IT FURTHER RESOLVED, that the Controller/Administrator’s Office shall publish notice of the adoption of this amendment in a newspaper of general circulation in the County.

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

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

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

Commissioner Trubac proposed the following amendment to the ordinance:

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

Chairperson Crenshaw consulted legal counsel.

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

Commissioner Trubac withdrew the amendment.

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

Commissioner Morgan asked Commissioner Maiville to expand on his reasoning.

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

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

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

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

Commissioner Sebolt stated that he wanted to note that this was the third instance in approximately one year where an Animal Control ordinance was not properly noticed.
Commissioner Grebner stated that for the past few years everyone has operated as if there was no barking dog provision in the ordinance. He further stated that he had not noticed a great public demand for a barking dog ordinance.

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

The motion carried by roll call vote. **Yea**: Celentino, Grebner, Koenig, Slaughter, Stivers, Tennis, Trubac, Crenshaw  **Nay**: Maiville, Morgan, Polsdofer, Sebolt  **Absent**: Naeyaert, Schafer
An Ordinance to amend the Ingham County Animal Control Ordinance to delete the provision prohibiting barking dogs.

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

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

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

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

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

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

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

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

(e) The owner’s dog shows vicious habits and molests passers-by when such persons are lawfully on the public highway or right-of-way;
(f) Any livestock or poultry to run at large unaccompanied by its owner upon the
premises of another or upon any public street, lane, alley or other public ground in
the county unless otherwise specifically allowed.

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

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

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

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

____________________________________
Barb Byrum, Ingham County Clerk

Ingham County Board of Commissioners

____________________________________
Bryan L. Crenshaw, Chairperson
WHEREAS, the Ingham County Sheriff’s Office and the Village of Webberville wish to extend the current agreement for law enforcement services; and

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

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

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

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

1. 1/1/2020 – 12/31/2020  $300,555.00
2. 1/1/2021 – 12/31/2021  $309,135.00
3. 1/1/2022 – 12/31/2022  $317,948.00
4. 1/1/2023 – 12/31/2023  $327,043.00

Four year total: $1,254,681.00

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

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

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

Page 108 of 114
FINANCE: **Yea**: Grebner, Tennis, Crenshaw, Polsdofer, Schafer, Maiville
**Nay**: None  **Absent**: Morgan  **Approved 07/17/2019**

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

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

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

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

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

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

ADOPTED – JULY 23, 2019
AGENDA ITEM NO. 43

Introduced by the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION # 19 – 324

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

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

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

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

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

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

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

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

Adopted as part of a consent agenda.
Introduced by the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION # 19 – 325

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

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

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

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

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

Adopted as part of a consent agenda.
JULY 23, 2019 REGULAR MEETING

SPECIAL ORDERS OF THE DAY

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

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

PUBLIC COMMENT

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

COMMISSIONER ANNOUNCEMENTS

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

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

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

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

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

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

CONSIDERATION AND ALLOWANCE OF CLAIMS

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

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

ADJOURNMENT

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

BARB BYRUM, CLERK OF THE BOARD