

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

MARCH 23, 2010

AGENDA

- I. CALL TO ORDER AND ROLL CALL
- II. PLEDGE OF ALLEGIANCE
- III. TIME FOR MEDITATION
- IV. APPROVAL OF THE MINUTES OF **MARCH 9, 2010**
- V. ADDITIONS TO THE AGENDA
- VI. PETITIONS AND COMMUNICATIONS
 1. LETTER FROM THE DEPARTMENT OF HUMAN SERVICES REGARDING A FEDERAL AUDIT OF **TITLE IV E** PAYMENTS
 2. LETTER (with attachments) FROM THE LANSING CITY COUNCIL REQUESTING ASSISTANCE IN RECOVERING EXPENSES INCURRED FROM DEFECTIVE EQUIPMENT AND INTERRUPTED SERVICE FOR THE 911 **RADIO SYSTEM**
- VII. LIMITED PUBLIC COMMENT
- VIII. CONSIDERATION OF CONSENT AGENDA
- IX. COMMITTEE REPORTS AND RESOLUTIONS
 3. COUNTY SERVICES COMMITTEE – RESOLUTION DESIGNATING APRIL 1, 2010 AS **CENSUS DAY** IN INGHAM COUNTY
 4. COUNTY SERVICES COMMITTEE – RESOLUTION HONORING TAYLOR **HARTNER**
 5. COUNTY SERVICES COMMITTEE – RESOLUTION SUPPORTING THE EFFORTS OF LOCAL COMMUNITIES TO BRING “**GOOGLE FIBER** FOR COMMUNITIES” TO THE GREATER LANSING REGION
 6. COUNTY SERVICES COMMITTEE – RESOLUTION CONGRATULATING **CHIEF MARK ALLEY** ON THE EVENT OF HIS RETIREMENT
 7. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE AN INCREASE IN CERTAIN **FEES** WITHIN THE CLERK’S OFFICE

8. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE THE RENEWAL OF THE CONTRACT WITH [NELSON TRANE](#) (RESOLUTION #09-172) FOR THE AIR-COOLED ROTARY SCREW WATER CHILLER AT THE INGHAM COUNTY HILLIARD BUILDING
9. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE THE RENEWAL OF THE CONTRACT WITH [TEACHOUT](#) SECURITY SERVICES AT VARIOUS INGHAM COUNTY BUILDINGS
10. COUNTY SERVICES AND FINANCE COMMITTEE – RESOLUTION AUTHORIZING ENTERING INTO A CONTRACT WITH [CLARK, TROMBLEY,](#) RANDERS TO PROVIDE ENGINEERING SERVICES FOR THE POTTER PARK ZOO BIRDHOUSE EXHIBIT
11. FINANCE COMMITTEE – RESOLUTION AUTHORIZING 2010 [ADMINISTRATIVE FUND](#)
12. FINANCE COMMITTEE – 2010 [BORROWING](#) RESOLUTION
13. FINANCE COMMITTEE – RESOLUTION DESIGNATING MARCH, 2010 AS “CERTIFIED GOVERNMENT [FINANCIAL MANAGER](#) MONTH” IN INGHAM COUNTY
14. FINANCE COMMITTEE – RESOLUTION SUPPORTING LEGAL SERVICES OF SOUTH CENTRAL MICHIGAN IN THEIR EFFORTS TO BROADEN THE AWARENESS OF THE EFFECTS OF [DOMESTIC VIOLENCE](#) ON CHILDREN
15. HUMAN SERVICES COMMITTEE – RESOLUTION HONORING SALLY [HERRIFF](#)
16. HUMAN SERVICES, COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AMEND THE INGHAM HEALTH PLAN CORPORATION ADMINISTRATIVE SERVICES AGREEMENT AND CREATE A [NURSE](#) CASE MANAGER POSITION
17. LAW ENFORCEMENT AND FINANCE COMMITTEES – RESOLUTION TO ENTER INTO A CONTRACT WITH THE CITY OF EAST LANSING AND TO ACCEPT THE FY2008 [HOMELAND SECURITY GRANT](#) PROGRAM FUNDS
18. LAW ENFORCEMENT AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE A CONTRACT WITH [DONOVAN & SMITH](#) MARKETING AND MEDIA INCORPORATED FOR THE PURPOSE OF A FUNDRAISING CAMPAIGN FOR THE ANIMAL CONTROL DEPARTMENT

19. LAW ENFORCEMENT AND FINANCE COMMITTEES – RESOLUTION AUTHORIZING A **BATTERY REPLACEMENT** PROJECT FOR THE PUBLIC SAFETY WIRELESS VOICE COMMUNICATION SYSTEM
20. LAW ENFORCEMENT AND FINANCE COMMITTEES – RESOLUTION EXPRESSING THE BOARD OF COMMISSIONERS INTENT TO WORK WITH STAKEHOLDERS TO FOCUS ON JAIL AND COURT RESOURCE UTILIZATION TO REDUCE COSTS AND BRING ABOUT EFFICIENCIES IN THE JUSTICE SYSTEM, AND AUTHORIZING A CONTRACT WITH **LUMINOSITY SOLUTIONS**

- X. SPECIAL ORDERS OF THE DAY
- XI. PUBLIC COMMENT
- XII. COMMISSIONER ANNOUNCEMENTS
- XIII. CONSIDERATION AND ALLOWANCE OF CLAIMS
- XIV. ADJOURNMENT

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

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

MARCH 9, 2010 REGULAR MEETING

Board of Commissioners Rooms - Courthouse
Mason -6:30 p.m.
March 9, 2010

CALL TO ORDER:

Chairperson De Leon called the March 9, 2010 regular meeting of the Ingham County Board of Commissioners to order at 6:35 p.m. Roll was called and all Commissioners were present, except Commissioner Tennis.

PLEDGE OF ALLEGIANCE:

Mark Ferguson, Ingham County Groundskeeper, led the Board in the Pledge of Allegiance and a few moments of silence were observed for meditation.

APPROVAL OF THE MINUTES:

Moved by Commissioner Schafer, supported by Commissioner Grebner to approve the Minutes of the February 23, 2010 meeting, as submitted. Absent: Commissioner Tennis.

ADDITIONS TO THE AGENDA:

Chairperson De Leon indicated that there were substitute attachments only to agenda item 18. These were accepted without objection from the body.

Commissioner Nolan announced that agenda item no. 15 – Resolution Supporting Legislation to Allow Ingham County to Delay Filling of a Vacancy Occurring in the Office of Circuit Court Judge Due to the Ineligibility of an Incumbent Judge to Seek Re-election. This was accepted by, without objection.

PETITIONS AND COMMUNICATIONS:

Notice of Public Hearing from the Charter Township of Lansing for Consideration and Adoption of Master Plan. Referred to the Finance Committee.

Notice of a Public Hearing from the City of Lansing Regarding the Establishment of an Obsolete Property Rehabilitation Certificate for Property Located at 502 E. Grand River Avenue. Referred to the Finance Committee.

Notice of a Public Hearing from the City of Lansing Regarding the Approval of an Amended Brownfield Plan #46(B) – Sonic Restaurant, 1000 Ramada Drive, Lansing. Referred to the Finance Committee.

Resolution from Wexford County Calling for the Modification of State Act 312 of 1969. Referred to the County Services Committee.

Resolution from Berrien County Supporting Efforts to Stop the Migration of Asian Carp into the Great Lakes. Accepted and placed on file. Referred to the County Services Committee.

LIMITED PUBLIC COMMENT:

Kathy Fitton, President of the Michigan Nurses Association, addressed the Board regarding agenda item 8.

Dichondra Johnson-Gieger, US Census Bureau, updated the Board on activities of the Census Bureau in preparing for the 2010 Census.

CONSIDERATION OF CONSENT AGENDA:

Moved by Commissioner Dougan, supported by Commissioner Grebner to adopt a consent agenda consisting of all items. Motion to adopt a consent agenda carried unanimously. Items on the consent agenda were adopted

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by a unanimous roll call vote. Absent: Commissioner Tennis. Items voted on separately are so noted in the Minutes.

COMMITTEE REPORTS AND RESOLUTIONS:

The following resolution was introduced by the County Services and Finance Committees:

**RESOLUTION AUTHORIZING AN ADJUSTMENT TO THE 2010 POTTER PARK ZOO
OPERATING BUDGET TO COMPLETE A FUNDRAISING SOURCE IDENTIFICATION STUDY
FOR THE POTTER PARK ZOO**

RESOLUTION #10-069

WHEREAS, in 2009 Potter Park Zoo contracted with Jones and Jones from Seattle, Washington, to develop a new Master Plan for Potter Park Zoo; and

WHEREAS, the new Potter Park Zoo Master Plan has been completed with input from all interested parties, the citizens of Ingham County, the Ingham County Board of Commissioners, the Parks and Recreation Commission, the Potter Park Zoo Board, the Potter Park Zoological Society, Potter Park Zoo staff and Ingham County Parks staff; and

WHEREAS, the Potter Park Zoo Board, recommended the establishment of an *ad hoc* Fundraising Committee to develop a plan to raise funds to implement the new Master Plan; and

WHEREAS, this Fundraising Committee recommended to the Potter Park Zoo Board that a Fundraising Source Identification Study, in an amount not to exceed \$50,000, be conducted to determine projected amounts of funding support that can be raised within Ingham County, the State of Michigan and beyond; and

WHEREAS, such a Fundraising Source Identification Study will not only project fundraising potential, but assist zoo staff, Zoological Society staff and the Potter Park Zoo Board in planning a time line for implementation of the eight phases of the twenty year Potter Park Zoo Master Plan; and

WHEREAS, the Potter Park Zoo Board Fundraising Committee also recommended to the Potter Park Zoological Society that a professional fundraiser or fundraising organization be hired to implement the recommendations of the Fundraising Source Identification Study; and

WHEREAS, the Potter Park Zoo Fundraising Committee and Zoo Staff will partner with the Purchasing Department to issue an RFP for the Fundraising Source Identification Study service; and

WHEREAS, the Potter Park Zoo Board passed Resolution #02-10 and the Parks and Recreation Commission passed Resolution #07-10 in support of this concept; and

WHEREAS, the recommended budget adjustments preserve a projected Potter Park Zoo Millage 2010 fund balance of \$516,968.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes a \$20,000 transfer from the approved Potter Park Zoo 2010 Operational Budget (funded by Potter Park Zoo Millage Funds), Contingency Line Item 258-69200-969220 and a \$30,000 transfer from the Fund Balance Line Item 258-00000-39000 (funded by Potter Park Zoo Millage Funds) to be used to develop a Fundraising Source Identification Study for the Potter Park Zoo.

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THEREFORE BE IT FURTHER RESOLVED, the Ingham County Board of Commissioners authorizes the Budget Director and the Controller/Administrator to make the necessary budget adjustments.

COUNTY SERVICES: Yeas: Copedge, Schor, Celentino, Grebner, McGrain,
Nays: Vickers **Absent:** None **Approved 3/02/10**

FINANCE: Yeas: Grebner, Tennis, Bahar-Cook, Schor, Holman, Dougan
Nays: None **Absent:** None **Approved 3/03/10**

Adopted as part of the consent agenda.

The following resolution was introduced by the County Services and Finance Committees:

RESOLUTION AUTHORIZING AMENDING THE CONTRACT WITH DIETZ JANITORIAL SERVICES, INC. (RESOLUTIONS #07-116 AND #09-389) FOR CLEANING SERVICES AT THE HUMAN SERVICES BUILDING, GRADY PORTER BUILDING/VETERANS MEMORIAL COURTHOUSE, WILLOW CLINIC/HEALTH DEPARTMENT AND THE FAMILY CENTER

RESOLUTION #10-070

WHEREAS, Resolutions #07-116 and #09-389 approve entering into a contract with Dietz Janitorial Services, Inc. which is due to expire July 31, 2010 for the Human Services Building, Grady Porter Building/Veterans Memorial Courthouse, Willow Clinic and the Family Center; and

WHEREAS, the Resolution states that a 2-year renewal option is available and Dietz Janitorial Services, Inc. has provided documentation to keep the cost the same for the next two years (\$600,140.00 per year), as well as provide a credit of \$1,000.00 per month for the remainder of the contract through July 31, 2010; and

WHEREAS, the funds for said services are located within the appropriate operating building budgets, 931100 Maintenance Contractual; and

WHEREAS, the Purchasing and Facilities Departments concur that a two (2) year renewal (August 1, 2010 to July 31, 2012) be extended to Dietz Janitorial Services, Inc., who currently have a contract with Ingham County through July 31, 2010.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes a renewal for two (2) years, August 1, 2010 to July 31, 2012 to provide cleaning services for the Human Services Building, Grady Porter/Veterans Memorial Courthouse, Willow Clinic and the Family Center to Dietz Janitorial Service, Inc., 6910 S. Cedar St., Suite 3, Lansing, Michigan 48911, for a cost not to exceed \$1,200,280.00 which reflects the payment of living wages.

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

COUNTY SERVICES: Yeas: Copedge, Schor, Celentino, Grebner, McGrain, Vickers
Nays: None **Absent:** None **Approved 3/02/10**

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FINANCE: Yeas: Grebner, Tennis, Bahar-Cook, Schor, Holman, Dougan
Nays: None **Absent:** None **Approved 3/03/10**

Adopted as part of the consent agenda.

The following resolution was introduced by the County Services and Finance Committees:

**RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT
WITH THE MICHIGAN NURSES ASSOCIATION NURSE
PRACTITIONERS/CLINIC NURSES**

RESOLUTION #10-071

WHEREAS, a tentative agreement has been reached between representatives of Ingham County and the Michigan Nurses Association Nurse Practitioners/Clinic Nurses for the period of January 1, 2009 through December 31, 2011; and

WHEREAS, the Employer has received notice from the Michigan Nurses Association Nurse Practitioners/Clinic Nurses that the tentative agreement has been ratified by the Union; and

WHEREAS, the provisions of the agreement have been approved by the County Services and Finance Committees, and are within the guidelines established by the Board of Commissioners.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the tentative agreements reached with Ingham County and the Michigan Nurses Association Nurse Practitioners/Clinic Nurses.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners and the County Clerk are authorized to sign the contract on behalf of the County.

BE IT FURTHER RESOLVED, retro-pay shall not be paid until the contract is signed by both parties.

COUNTY SERVICES: Yeas: Copedge, Schor, Celentino, Grebner, McGrain,
Nays: Vickers **Absent:** None **Approved 3/02/10**

FINANCE: Yeas: Grebner, Tennis, Bahar-Cook, Schor, Holman, Dougan
Nays: None **Absent:** None **Approved 3/03/10**

Adopted as part of the consent agenda.

The following resolution was introduced by the County Services and Finance Committees:

**RESOLUTION TO APPROVE THE PURCHASE OF PRI/ISDN PHONE SERVICES FROM AT&T
RESOLUTION #10-072**

WHEREAS, the current Ingham County PRI/ISDN contracts have expired with AT&T; and

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WHEREAS, Ingham County and the Purchasing Department sought RFPs for PRI/ISDN phone services; and

WHEREAS, currently Ingham County pays \$4,452.00 per month in PRI/ISDN phone services; and

WHEREAS, the new monthly rate will be \$3,718.75 for a annual savings of \$8,799.00 and a total savings of \$26,397.00 over a three year period; and

WHEREAS, after careful evaluation MIS is recommending we purchase PRI/ISDN phone services from AT&T, for a period of three years for a total cost of \$133,875.00.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes the purchase of the PRI/ISDN phone services from AT&T in the amount of \$133,875.00.

BE IT FURTHER RESOLVED, that the total cost will be paid out of the County's Telephone Communications Fund (675-26600-921050).

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 and the County Clerk are authorized to sign any contract documents consistent with this Resolution and approved as to form by the County Attorney.

COUNTY SERVICES: Yeas: Copedge, Schor, Celentino, Grebner, McGrain, Vickers

Nays: None **Absent:** None **Approved 3/02/10**

FINANCE: Yeas: Grebner, Tennis, Bahar-Cook, Schor, Holman, Dougan

Nays: None **Absent:** None **Approved 3/03/10**

Adopted as part of the consent agenda.

The following resolution was introduced by the Finance Committee:

RESOLUTION ESTABLISHING THE BUDGET CALENDAR FOR 2011

RESOLUTION #10-073

WHEREAS, Public Act 621 of 1978 provides that the Board of Commissioners establishes an appropriate time schedule for preparing the budget; and

WHEREAS, this Act requires that each elected official, department head, administrative office or employer of a budgetary center shall comply with the time schedule and requests for information from the Controller.

THEREFORE BE IT RESOLVED, that the attached budget calendar for the 2011 budget process be adopted.

BE IT FURTHER RESOLVED, that the County Clerk shall be directed to provide written notification of the attached budget calendar to all elected officials and department heads.

FINANCE: Yeas: Grebner, Tennis, Bahar-Cook, Schor, Holman, Dougan

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Nays: None **Absent:** None **Approved 3/03/10**

2011 BUDGET CALENDAR

March 3	Finance Committee recommends 2011 budget calendar.
March 9	Board of Commissioners approves 2011 budget calendar.
April 15 - 20	Liaison Committees forward recommendations for strategic goals for 2011 to the Finance Committee.
April 21	Finance Committee recommends strategic goals for 2011.
April 27	Board of Commissioners adopts strategic goals for 2011.
April 29 – May 5	Committees review fees for various county services to make recommendations for any appropriate increases to be effective January 1, 2011.
May 13 -19	Committees make recommendations for increases to fees for various county services to be effective January 1, 2011.
May 25	Board of Commissioners adopts increases to fees for various county services to be effective January 1, 2011.
May 28	Department heads, agencies and community agencies submit operating and capital budgets.
June 21 - July 2	Controller holds budget meetings with departments.
August 24	Controller's Recommended Budget distributed to full Board of Commissioners.
Aug. 30 – Sept. 15	Liaison Committees hold hearings on operating and capital budget recommendations. (Exact dates to be announced by August 1.)
September 29	Finance Committee holds hearings and makes operating and capital improvement budget recommendations.
October 26	Board holds public hearing on the General Fund Budget. Board adopts operating and capital budgets and millages.

Adopted as part of the consent agenda.

The following resolution was introduced by the Human Services, County Services and Finance Committees:

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH THE MIDLAND COUNTY
EDUCATIONAL SERVICES AGENCY TO IMPLEMENT THE GREAT START CENTRAL REGION
CHILD CARE QUALITY IMPROVEMENT PLAN**

RESOLUTION #10-074

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WHEREAS, Resolution #09-275 authorized the Health Department Office for Young Children (OYC) to enter into an agreement with the Midland County Educational Services Agency (MCESA) to develop the Great Start Central Region Child Care Quality Improvement Plan (The Plan); and

WHEREAS, the MCESA has proposed to enter into a new agreement with the Health Department Officer for Young Children to complete the scope of work of The Plan; and

WHEREAS, the scope of work shall include the following services:

- Coordinate program communication and outreach;
- Perform the duties and responsibilities of the Central Region Project Leader;
- Coordinate professional development opportunities for licensed and registered childcare providers and relative and day care aide providers;
- Provide support services and resources to child care providers;
- Provide assistance to families choosing quality child care;
- Provide data and evaluation reports as specified in the agreement; and

WHEREAS, the services listed in the scope of work will be funded by the Great State Collaborative Grant that the MCESA has received from the Early Childhood Investment Corporation (ECIC); and

WHEREAS, the MCESA shall pay Ingham County up to \$400,000 for completing the scope of work; and

WHEREAS, the cost of .75 FTE of an OYC Program Coordinator assigned to the role of Central Region Program Leader as well as the cost of .50 FTE of an OYC Early Childhood Consultant shall be included in the compensated amount; and

WHEREAS, the term of the Agreement shall be November 1, 2009 through September 30, 2010; and

WHEREAS, the Health Department's 2010 Budget anticipates providing these services and receiving these funds; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize an agreement with the Midland County Educational Services Agency to allow the Office for Young Children to implement The Plan.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with the Midland County Educational Services Agency (MCESA) to complete the scope of work of The Plan.

BE IT FURTHER RESOLVED, that the period of the agreement shall be November 1, 2009 through September 30, 2010.

BE IT FURTHER RESOLVED, that the MCESA shall reimburse Ingham County up to \$400,000 for completing the scope of work of The Plan.

BE IT FURTHER RESOLVED, that the Board Chairperson is authorized to sign the agreement after review by the County Attorney.

HUMAN SERVICES: Yeas: McGrain, Davis, Tennis, Nolan, Vickers

Nays: None **Absent:** Koenig **Approved 3/01/10**

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COUNTY SERVICES: Yeas: Copedge, Schor, Celentino, Grebner, McGrain, Vickers
Nays: None **Absent:** None **Approved 3/02/10**

FINANCE: Yeas: Grebner, Tennis, Bahar-Cook, Schor, Holman, Dougan
Nays: None **Absent:** None **Approved 3/03/10**

Adopted as part of the consent agenda.

The following resolution was introduced by the Human Services and Finance Committees:

**RESOLUTION TO ACCEPT A GRANT FROM GENESEE COUNTY HEALTH DEPARTMENT
/REACH US TO REDUCE AFRICAN AMERICAN INFANT MORTALITY RATES AND TO
ELIMINATE RACIAL AND ETHNIC DISPARITIES**

RESOLUTION #10-075

WHEREAS, Ingham County Health Department (ICHD) is committed to eliminating racial and ethnic health disparities; especially in the area of infant mortality; and

WHEREAS, Genesee County Health Department's REACH/US program has funding from the Centers for Disease Control and Prevention to offer grants to other local health departments to reduce African American infant mortality rates and to eliminate racial and ethnic health disparities; and

WHEREAS, Genesee County Health Department has awarded a grant to Ingham County Health Department to develop an innovative prenatal education program targeting first time pregnant African American Women.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes acceptance of the grant of up to \$27,972, from Genesee County Health Department to develop an innovative prenatal education program targeting first time pregnant African American Women.

BE IT FURTHER RESOLVED, that the grant period will be April 1, 2010 through March 31, 2011.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make any necessary budget adjustments to the Health Department's FY 2010 Budget.

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

HUMAN SERVICES: Yeas: McGrain, Davis, Tennis, Nolan, Vickers
Nays: None **Absent:** Koenig **Approved 3/01/10**

FINANCE: Yeas: Grebner, Tennis, Bahar-Cook, Schor, Holman, Dougan
Nays: None **Absent:** None **Approved 3/03/10**

Adopted as part of the consent agenda.

The following resolution was introduced by the Human Services and Finance Committees:

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RESOLUTION TO ACCEPT AN ACHIEVE PROGRAM GRANT FROM THE NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS

RESOLUTION #10-076

WHEREAS, community health assessment is one of the three core functions of Public Health; and

WHEREAS, the National Association of County and City Health Officials' (NACCHO) ACHIEVE program supports community health assessment; and

WHEREAS, NACCHO has awarded an ACHIEVE grant up to \$40,000, over a three-year project period, to the Ingham County Health Department to promote healthy communities; and

WHEREAS, grant funding in the first year requires attendance at two out-of-state meetings which include a Coaches Meeting and an Action Institute; and

WHEREAS, grant funding will cover all expenses related to the out-of-state meetings.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes acceptance of the ACHIEVE grant up to \$40,000 from the National Association of County and City Health Officials to promote healthy communities.

BE IT FURTHER RESOLVED, that the project period will be February 1, 2010 through September 30, 2012.

BE IT FURTHER RESOLVED, that out-of-state travel to the Coaches Meeting and Action Institute is authorized.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to amend the Health Department's FY2010 Budget to implement the Resolution.

BE IT FURTHER RESOLVED, that the Board Chairperson is authorized to sign the grant agreement after review by the County Attorney.

HUMAN SERVICES: Yeas: McGrain, Davis, Tennis, Nolan, Vickers

Nays: None **Absent:** Koenig **Approved 3/01/10**

FINANCE: Yeas: Grebner, Tennis, Bahar-Cook, Schor, Holman, Dougan

Nays: None **Absent:** None **Approved 3/03/10**

The following resolution was introduced by the Human Services and Finance Committees:

RESOLUTION TO AUTHORIZE RECEIPT OF DONATIONS FOR CAPITAL CITY VETERANS DAY TRIBUTE

RESOLUTION #10-077

WHEREAS, Ingham County has a veteran population of 16,820; and

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WHEREAS, Ingham County Department of Veterans Affairs will oversee the planning and preparation for the 2010 Capital City Veterans Day Tribute; and

WHEREAS, the Capital City Veterans Day Tribute is dedicated to honoring all area veterans whether their service is/was war time or peacetime; and

WHEREAS, the Capital City Veterans Day Tribute Committee is comprised of representatives from Ingham County Department of Veterans Affairs, The City of Lansing, local veterans organizations, and others; and

WHEREAS, the Capital City Veterans Day Tribute Committee is convened to ensure that the sacrifices and hardships that area veterans endured during their military service are respectfully acknowledged; and

WHEREAS, the 2010 Capital City Veterans Day Tribute Committee will be hosting this event on Saturday, November 6, 2010, at Pattengill Middle School Auditorium and will be incorporating a free breakfast prior to this event at the Pattengill Middle School Cafeteria; and

WHEREAS, there has been interest shown by local business owners and organizations within the community to assist the Capital City Veterans Day Tribute Committee in the form of monetary donations to the Ingham County Department of Veterans Affairs.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners supports the activity of the Capital City Veterans Day Tribute.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners accepts any donations, and requests the Director of the Ingham County Department of Veterans Affairs to establish a Trust and Agency Account for the Department for the processing of donations for the Capital City Veterans Day Tribute.

BE IT FURTHER RESOLVED, that any expenditure out of this account would be strictly regulated to expenses incurred for the Capital City Veterans Day Tribute and any excess funds not expended will be carried over to the 2011 Capital City Veterans Day Tribute.

BE IT FURTHER RESOLVED, the Administrator/Controller is further authorized to make any necessary budget adjustments as a result of this resolution.

BE IT FURTHER RESOLVED, the Director of the Department will provide the Ingham County Veterans Affairs Committee and the Ingham County Budget Office a complete financial report for this event.

HUMAN SERVICES: Yeas: McGrain, Davis, Tennis, Nolan, Vickers

Nays: None **Absent:** Koenig **Approved 3/01/10**

FINANCE: Yeas: Grebner, Tennis, Bahar-Cook, Schor, Holman, Dougan

Nays: None **Absent:** None **Approved 3/03/10**

Adopted as part of the consent agenda.

The following resolution was introduced by the Law Enforcement, County Services and Finance Committees:

RESOLUTION AUTHORIZING AN AMENDMENT TO THE PURCHASE OF AN IMAGING APPLICATION FOR THE PROSECUTING ATTORNEY'S OFFICE FROM IMAGESOFT

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RESOLUTION #10-078

WHEREAS, the Ingham County Board of Commissioners adopted Resolution #08-245 to accept the proposal from ImageSoft for document management for the Prosecuting Attorney's Office; and

WHEREAS, due to technical and project scope changes the original stated labor hours were exceeded; and

WHEREAS, in order to address these issues and to work towards the completion of this project a total of 80 additional hours at \$150 per hour were consumed; and

WHEREAS, the total cost of these hours is \$12,000 which represents less than 5% of the total project cost.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an amendment to the ImageSoft contract by increasing it from \$246,200 to \$258,200, with the additional funds in the amount of \$12,000 to come from the Ingham County Networking Fund.

BE IT FURTHER RESOLVED, the Controller/Administrator's Office is authorized to make the necessary budget adjustments

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

LAW ENFORCEMENT: Yeas: Holman, Koenig, Copedge, Celentino, Bupp, Schafer

Nays: None **Absent:** None **Approved 2/25/10**

COUNTY SERVICES: Yeas: Copedge, Schor, Celentino, Grebner, McGrain, Vickers

Nays: None **Absent:** None **Approved 3/02/10**

FINANCE: Yeas: Grebner, Tennis, Bahar-Cook, Schor, Holman, Dougan

Nays: None **Absent:** None **Approved 3/03/10**

Adopted as part of the consent agenda.

The following resolution was introduced by the Law Enforcement, County Services and Finance Committees:

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE HVAC IMPROVEMENTS PROJECT
FOR THE PUBLIC SAFETY WIRELESS VOICE
COMMUNICATION SYSTEM
RESOLUTION #10-079**

WHEREAS, the Ingham County Board of Commissioners operates the Ingham County Public Safety Radio Communications System; and

WHEREAS, the Systems Administrator and the 911 Advisory Board have identified a plan for a HVAC Improvements Equipment Project and subsequent purchase orders, for the purchase and installation of three replacement HVAC units at three Tower Equipment Huts for the Public Safety Wireless Voice Communication System; and

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WHEREAS, the 911 Advisory Board is recommending that the Ingham County Board of Commissioners fund an amendment to this approved Project from the 911 Emergency Telephone Dispatch Services - Ingham County Public Safety Radio Communications System Project Budget.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a purchase order for Centennial Electric in the amount of \$3,100, for the electrical services necessary to finish the HVAC Improvements Project for the Public Safety Wireless Voice Communication System.

BE IT FURTHER RESOLVED, that an additional \$900 is approved as a Project Contingency Fund.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary budgetary transfers of up to an additional \$4,000 in funds from the 911 Emergency Telephone Dispatch Services - 911 Fund for Management and System Improvements, as part of the upgrade of the Public Safety Radio Communications System in Ingham.

LAW ENFORCEMENT: Yeas: Holman, Koenig, Copedge, Celentino, Bupp, Schafer

Nays: None **Absent:** None **Approved 2/25/10**

COUNTY SERVICES: Yeas: Copedge, Schor, Celentino, Grebner, McGrain, Vickers

Nays: None **Absent:** None **Approved 3/02/10**

FINANCE: Yeas: Grebner, Tennis, Bahar-Cook, Schor, Holman, Dougan

Nays: None **Absent:** None **Approved 3/03/10**

Adopted as part of the consent agenda.

The following resolution was introduced by the Law Enforcement, County Services and Finance Committees:

RESOLUTION TO APPROVE THE LEGACY COST AGREEMENTS BETWEEN INGHAM COUNTY AND THE CITIES OF EAST LANSING AND LANSING AND TO AUTHORIZE AN RFP FOR THE DESIGN OF AN INGHAM COUNTY 911 CONSOLIDATED DISPATCH CENTER FACILITY

RESOLUTION #10-080

WHEREAS, the Ingham County Board of Commissioners previously authorized a contract with Plante & Moran to evaluate the potential of combining the two 911 Dispatch Centers into one consolidated 911 Dispatch Center operated by the County of Ingham, as well as a review of an alternative Dual Dispatch Plan, and the development of an Action Plan from their original Feasibility Study on creating a single emergency dispatch center serving all of Ingham County; and

WHEREAS, representatives from the Cities of East Lansing and Lansing, the Public Safety Community and Ingham County have worked with Plante & Moran as a 911 Steering Committee to guide the development of these past studies and the Action Plan; and

WHEREAS, the completed studies and Action Plan were presented to the Board of Commissioners and the Public Safety Community in 2006, 2007 and 2008; and

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WHEREAS, the Ingham County Board of Commissioners authorized the adoption of the Ingham County Central Dispatch Action Plan to outline the process to accomplish a Consolidated 911 Center Operation; and

WHEREAS, the Ingham County Board of Commissioners has adopted a “Resolution of Intent to Enter into a Conditional Agreement with the Cities of East Lansing and Lansing for the Purposes of Creating an Ingham County 911 Consolidated Dispatch Center Serving all of Ingham County”; and

WHEREAS, the Ingham County Board of Commissioners has adopted a resolution to select the Jolly Road Site on vacant land West of the CMH Building on the Ingham County Human Services Building Campus; and

WHEREAS, the County Controller/Administrator is recommending the approval of Legacy Cost Agreements as negotiated between Ingham County and the Cities of East Lansing and Lansing, in order to proceed with the development of the Ingham County 911 Consolidated Dispatch Center Facility.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the Legacy Cost Agreements between Ingham County and the Cities of East Lansing and Lansing, as negotiated by the County Controller/Administrator, as a necessary step to develop the Ingham County 911 Consolidated Dispatch Center Facility.

BE IT FURTHER RESOLVED, that upon formal approval of these Legacy Cost Agreements by both the Cities of East Lansing and Lansing, the Controller/Administrator is authorized to proceed to conduct an RFP process to select Architect/Engineering (A/E) and Construction Management (CM) Firms to begin the design process for the proposed Ingham County Consolidated 911 Dispatch Center.

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

BE IT FURTHER RESOLVED that the Ingham County Clerk will distribute a copy of this Resolution to the Cities of East Lansing and Lansing.

LAW ENFORCEMENT: Yeas: Holman, Koenig, Copedge, Celentino, Bupp, Schafer
Nays: None **Absent:** None **Approved 2/25/10**

COUNTY SERVICES: Yeas: Copedge, Schor, Celentino, Grebner, McGrain, Vickers
Nays: None **Absent:** None **Approved 3/02/10**

FINANCE: Yeas: Grebner, Tennis, Bahar-Cook, Schor, Holman, Dougan
Nays: None **Absent:** None **Approved 3/03/10**

Adopted as part of the consent agenda.

(Attachments to Resolution #10-080)

**AGREEMENT BETWEEN
COUNTY OF INGHAM AND CITY OF EAST LANSING
REGARDING APPORTIONMENT OF CERTAIN
LONG TERM EMPLOYMENT COSTS RELATING TO THE PLANNED
CONSOLIDATION OF DISPATCH SERVICES**

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THIS AGREEMENT, made and entered into this _____ day of _____, 2010, by and between the **COUNTY OF INGHAM**, a political subdivision of the State of Michigan (hereinafter referred to as the "County") and the **CITY OF EAST LANSING**, a municipal corporation, organized and existing under the laws of the State of Michigan (hereinafter referred to as the "City").

WHEREAS, the County has determined, upon the Effective Date Of The Integration, to form a consolidated dispatch center to handle emergency and non-emergency requests for police, fire, and medical service and to determine the dispatch needed and to dispatch the appropriate personnel to the requested location (the "Consolidated Dispatch Services"); and

WHEREAS, the City is currently a vendor of dispatch services, and upon the Effective Date Of The Integration, the County has decided to end such vendor relationship; and

WHEREAS, the undertaking of such Consolidated Dispatch Services will displace, among others, the 911 emergency communication and dispatch services performed by the City as a contractor of the County, and which are funded primarily through the monthly 911 surcharge; and

WHEREAS, the County and City have agreed that all City employees actively employed and working at (or on an approved Military, Personal, Jury Duty, Union Leave, or Family Medical Leave Act leave from) the City's Dispatch Center, on the Effective Date Of The Integration and who timely apply for employment with the County, shall be hired to County employment to provide Consolidated Dispatch Services (the "Former City Employees Employed By The County"); and

WHEREAS, the City has incurred certain funded, partially funded and/or unfunded obligations to pay retiree health care costs, pensions under defined-benefit plans for current employees and retirees, and compensable time banked by active employees for vacation, sick leave, personal time and compensatory time (collectively, "Legacy Costs"); and

WHEREAS, the Parties are desirous of entering into an agreement defining the distribution of the Legacy Costs and other employment liabilities between the City and County in a fair and equitable manner and to avoid future disputes and/or litigation as to the distribution of Legacy Costs; and

WHEREAS, the City and the County are each municipal corporations as defined in MCL 124.1, and as such each is authorized to enter into this interlocal agreement providing for the operation and maintenance of any property, facility, or service that each has the power to own, operate, and maintain separately pursuant to MCL 124.2.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY MUTUALLY AGREED**, as follows:

I. Definitions.

- A. "Compensable Banked Time" shall be defined as paid sick leave, personal time, vacation leave or compensatory time which an employee earned while employed by the City under the policies/collective bargaining agreement with the City and which is both compensable by the City upon cessation of employment or retirement; and, is permitted to be carried over to the following year.
- B. "Effective Date Of Integration" shall be defined as the date on which the County commences to operate a consolidated dispatch center. Upon acceptance of bids and receipt and acceptance of a schedule for construction of the building to house the

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Consolidated Dispatch Services, the County shall provide written notice to the City of the Effective Date of Integration.

- C. "Former City Employees Employed By The County" shall be defined as those City employees actively employed by the City's Dispatch Center hired, on or before the Effective Date Of Integration, to County employment to provide Consolidated Dispatch Services.
- D. "Future 911 Employees" are those employees hired by the County, not covered by Section I (C) of this Agreement, to provide Consolidated Dispatch Services after the Effective Date Of Integration.

II. Allocation Of Pension Obligations And Liabilities.

- A. The City shall authorize the Municipal Employees Retirement System of Michigan ("MERS") to transfer to the County's MERS plan from the City's Emergency Communications Division (MERS Division 22, Dispatch) plan the trust pension assets equal to the funded value of the actuarial accrued liabilities as determined in the City's most recent Annual Actuarial Valuation for those Former City Employees Employed By The County.¹ The County will assume the remaining unfunded accrued liabilities for those Former City Employees Employed By The County. The City shall provide such further and/or additional information or resolutions as may be required by MERS or the County. The County will establish with MERS such pension plan or plans providing Former City Employees Employed By The County with such pension benefits as negotiated with the appropriate recognized union or as designated by the County and shall provide for prior service credit. However, the County recognizes that the accrued benefits for service performed by Former City Employees Employed By The County while employed by the City shall not be diminished. Future 911 Employees shall be placed in such plan as is negotiated with the applicable union or as is established by the County.
- B. The County will not assume pension assets nor assume liabilities for any employee or retiree, beneficiary, or deferred vested member of the City which are not within the Former City Employees Employed By The County class. The pension assets and liabilities of any employee, retiree, beneficiary or deferred vested member of the City or the City's Emergency Communications Division (MERS Division 22) which are not within the Former City Employees Employed By The County class will remain with, and be the sole responsibility of, the City, and not that of the County.

III. Retiree Health Care.

- A. Former City Employees Employed By The County and Future 911 Employees shall be placed in the County Retiree Health Care Plan, or such other plan as is negotiated between the County and the applicable union. On or before the Effective Date of

¹ For clarification, and as an exemplar, if the City's pension plan, as reflected in the most recent Annual Actuarial Evaluation prior to the Effective Date Of Integration, is 80% funded, on an actuarial basis, the City will transfer to the County designated MERS plan(s) assets equal to 80% of the actuarial accrued pension liability for the Former City Employees Employed By The County.

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Integration, the City will transfer to the County funds from the 911 millage which have been set aside by the City to pre-fund retiree healthcare for the Former City Employees Employed By The County. The method of repayment will be determined by the County and City prior to the execution of this Agreement. The amount to be transferred cannot occur until it is determined which employees will be included in the Former City Employees Employed By The County class.

- B. The County will not assume retiree health care funds nor liabilities for any employee or retiree of the City or the City's Dispatch Center who are not within the Former City Employees Employed By The County class. All costs/liability for the City's Retiree Health Care Plan shall be borne exclusively by the City.
- C. Notwithstanding Paragraph III(B), the Meridian Township and Michigan State University have agreed to contribute to the County \$9,000 per year, and \$10,000 per year, respectively for a period of ten years to offset Legacy Costs attributable to retiree healthcare benefits borne by the City under Paragraph III (B) of this Agreement. The County will remit to the City all sums received from Meridian Township and/or Michigan State University designated for such purpose.

IV. Compensable Banked Time.

- A. On the Effective Date of Integration, the County will permit Former City Employees Employed By The County which have accrued sick leave, personal leave, compensatory time and vacation balances to convert such hours to County leave up to the following maximum accruals:
 - i. Sick leave – a maximum of one thousand nine hundred twenty (1,920) hours.
 - ii. Personal leave – a maximum of forty-nine (49) hours.
 - iii. Compensatory time – a maximum of sixty (60) hours.
 - iv. Vacation – a maximum of three hundred (300) hours.
- B. The use, future accrual, and payment upon separation of employment of Compensable Banked Time converted to the County is subject to the terms and conditions of the County's personnel practices or such provisions as are negotiated with the applicable union, whichever are applicable.
- C. The County will not assume any liabilities for Compensable Banked Time for any employee or retiree of the City or the City's Dispatch Center which are not within the Former City Employees Employed By The County class. Any Compensable Banked Time for employees or retirees of the City or the City's Dispatch Center which are not within the Former City Employees Employed By The County class will remain with, and be the sole responsibility of, the City.

V. Existing And Future Employment Liabilities.

- A. The County shall voluntarily recognize the following unions as the bargaining units for the appropriate group:
 - i. Fraternal Order of Police, Capital City Lodge 141;

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- ii. International Brotherhood of Teamsters, Local 580;
- iii. International Brotherhood of Teamsters, Local 214;

The County will not recognize any union/unit for representation of employees if such unit is not eligible for certification by the Michigan Employment Relations Commission (MERC). Any question with respect to representation shall be determined by MERC. The City represents that to the best of the City's knowledge there are no successorship agreements between the City and any Union which purports to require the County to assume the terms and obligations of any collective bargaining agreements. While the County does not agree to assume any collective bargaining agreements, the County does agree to maintain as to Former City Employees Employed By The County the wages in place as of the Effective Date Of Integration and other conditions if legally required under Michigan Statutes, for each group of employees during the period the County is obligated to bargain to impasse, or until the County reaches a new collective bargaining agreement with the applicable group or groups, whichever shall first occur.

- B. The County will not assume any liability for any complaint or action of a City employee, including but not limited to grievances, unfair labor practices, unemployment claims, worker's compensation claims or other administrative claims or legal actions by a City employee, filed, or which is premised upon asserted acts or omissions which occurred, prior to the Effective Date Of Integration.
- C. The City will not assume any liability for any complaint or action of a Former City Employees Employed By The County, upon asserted acts or omissions which occurred on or after the Effective Date Of Integration, including but not limited to grievances, unfair labor practices, unemployment claims, worker's compensation claims or other administrative claims or legal actions by a Former City Employees Employed By The County which is premised upon asserted acts or omissions which occurred, on or after the Effective Date Of Integration.
- D. Within 180 days of the execution of this Agreement the County shall enter into good faith union negotiations with respect to the bargaining units for each group which are voluntarily recognized by the County or required to be recognized by MERC.

VI. Liability.

- A. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the City in the performance of this Agreement shall be the responsibility of the City, and not the responsibility of the County, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the City, any subcontractor, or anyone directly or indirectly employed by the City, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the City or its employees by statutes or court decisions.
- B. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the County in the performance of this Agreement shall be the responsibility of the County and not the responsibility of the City if the liability, loss, or damage is caused by, or arises out of, the action or failure to

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act on the part of the County, any subcontractor, or anyone directly or indirectly employed by the County, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its employees as provided by statute or court decisions.

- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the City in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and the City in relation to each party's responsibilities under these joint activities provided that nothing herein shall be construed as a waiver of any governmental immunity by the County, the City or their employees, respectively, as provided by statute or court decisions.

VII. Civil Rights.

The City and the County mutually agree to adhere to all applicable Federal, State and local laws and regulations prohibiting discrimination. The City and County further agree that they shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms and conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, political affiliation or beliefs, disability which is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight or marital status. A breach of this covenant shall be regarded as a material breach of this Agreement.

VIII. Notices.

All notices given hereunder shall be in writing and delivered personally or by certified mail to the address given below, unless a new address is provided in writing.

If to County:

County Controller
Courthouse
Mason, MI 48854

and

County Attorney
601 N. Capitol Ave.
Lansing, MI 48933

If to City:

Mayor's Office
410 Abbot Road
East Lansing, MI 48823

and

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East Lansing City Attorney
601 Abbot Road
P.O. Box 2502
East Lansing, MI 48823

IX. Waivers.

No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

X. Agreement Modifications.

This Agreement contains all the agreements of the parties relating to the long term employment costs relating to the planned consolidation of dispatch services and all modifications to this Agreement must be mutually agreed upon by the City and the County, and incorporated into written amendments to this Agreement after approval by the City Council and the County Board of Commissioners, and signed by their duly authorized representatives.

XI. Disregarding Titles.

The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

XII. Complete Agreement.

This Agreement, including the attached Schedule, contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

XIII. Severability.

If any part of this Agreement is found by a Court or Tribunal of competent jurisdiction to be invalid, unconstitutional or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties.

XIV. 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 on behalf of said parties and that this Agreement has been authorized by said parties.

XV. Effective Date Of Agreement And Conditions Precedent.

The Parties to this Agreement recognize that approval for the Consolidated Dispatch Services has not been finalized by the County Board Of Commissioners. As such, this agreement will be effective upon approval of this Agreement by the City Council and the County Board of Commissioners, and/or the County providing written notice, pursuant to paragraph I(B), of the Effective Date Of Integration, whichever shall occur last. In the event the County Board of Commissioners fails to authorize, or revokes authorization for the Consolidated Dispatch Services, this Agreement shall be deemed null and void.

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

WITNESSED BY:

COUNTY OF INGHAM

Date: _____

Debbie De Leon, Chairperson
County Board of Commissioners

Date: _____

Mike Bryanton, County Clerk

WITNESSED BY:

CITY OF EAST LANSING

Date: _____

Victor W. Loomis, Jr, Mayor

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

By: _____
Richard D McNulty

APPROVED AS TO FORM ONLY FOR THE CITY OF EAST LANSING:

By: _____
Dennis McGinty, City Attorney

**AGREEMENT
BETWEEN
COUNTY OF INGHAM AND CITY OF LANSING
REGARDING APPORTIONMENT OF CERTAIN**

**LONG TERM EMPLOYMENT COSTS RELATING TO THE PLANNED
CONSOLIDATION OF DISPATCH SERVICES**

THIS AGREEMENT, made and entered into this _____ day of _____, 2010, by and between the **COUNTY OF INGHAM**, a political subdivision of the State of Michigan (hereinafter referred to as the "County") and the **CITY OF LANSING**, a municipal corporation, organized and existing under the laws of the State of Michigan (hereinafter referred to as the "City").

WHEREAS, the County has determined, upon the Effective Date Of The Integration, to form a consolidated 911 dispatch center to handle emergency and non-emergency requests for police, fire, and medical service and to determine the dispatch needed and to dispatch the appropriate personnel to the requested location (the "Consolidated Dispatch Services"); and

WHEREAS, the City is currently a vendor of dispatch services, and upon the Effective Date Of The Integration, the County has decided to end such vendor relationship; and

WHEREAS, the undertaking of such Consolidated Dispatch Services will displace, among others, the 911 emergency communication and dispatch services performed by the City's Emergency Communications Division as a contractor of the County, and which are funded primarily through the monthly 911 surcharge; and

WHEREAS, the County and City have agreed that all City employees actively employed and working at (or on an approved Military, Personal, Jury Duty, Union Leave, or Family Medical Leave Act leave from) the City's Emergency Communications Division, on the Effective Date Of The Integration and who timely apply for employment with the County, shall be hired to County employment to provide Consolidated Dispatch Services (the "Former City Employees Employed By The County"); and

WHEREAS, the City has incurred certain funded, partially funded and/or unfunded obligations to pay retiree health care costs, pensions under defined-benefit plans for current employees and retirees, and compensable time banked by active employees for vacation, sick leave, personal time and compensatory time (collectively, "Legacy Costs"); and

WHEREAS, the Parties are desirous of entering into an agreement defining the distribution of the Legacy Costs and other employment liabilities between the City and County in a fair and equitable manner and to avoid future disputes and/or litigation as to the distribution of Legacy Costs; and

WHEREAS, the City and the County are each municipal corporations as defined in MCL 124.1, and as such each is authorized to enter into this interlocal agreement providing for the operation and maintenance of any property, facility, or service that each has the power to own, operate, and maintain separately pursuant to MCL 124.2.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY MUTUALLY AGREED**, as follows:

I. Definitions.

- A. "Compensable Banked Time" shall be defined as paid sick leave, personal time, vacation leave or compensatory time which an employee earned while employed by the

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City under the policies/collective bargaining agreement(s) with the City and which is both compensable by the City upon cessation of employment or retirement; and, is permitted to be carried over to the following year.

- B. "Effective Date Of Integration" shall be defined as the date on which the County commences to operate a consolidated dispatch center. Upon acceptance of bids and receipt and acceptance of a schedule for construction of the building to house the Consolidated Dispatch Services, the County shall provide written notice to the City of the Effective Date of Integration.
- C. "Former City Employees Employed By The County" shall be defined as those City employees actively employed by the City's Emergency Communications Division hired, on or before the Effective Date Of Integration, to County employment to provide Consolidated Dispatch Services.
- D. "Future 911 Employees" are those employees hired by the County, not covered by Section I .C. of this Agreement, to provide Consolidated Dispatch Services after the Effective Date Of Integration.

II. Allocation Of Pension Obligations And Liabilities.

- A. The City's Retirement System shall transfer to the County designated MERS plan(s) the trust pension assets equal to the funded value of the actuarially accrued liabilities as determined in the most recent actuarial valuation for those Former City Employees Employed By The County.² The County will assume remaining unfunded accrued liabilities for those Former City Employees Employed By The County. The City shall provide such further and/or additional information or resolutions as may be required by MERS or the County. The County will establish with MERS such pension plan or plans providing Former City Employees Employed By The County with such pension benefits as negotiated with the appropriate recognized union or as designated by the County and shall provide for prior service credit. However, the County recognizes that the accrued benefits for service credit accrued by Former City Employees Employed By The County while employed by the City shall not be diminished. Future 911 Employees shall be placed in such plan as is negotiated with the applicable union or as is established by the County.
- B. The County will not assume pension assets nor liabilities for any employee or retiree, beneficiary or deferred vest member of the City or the City's Emergency Communications Division which are not within the Former City Employees Employed By The County class. The pension assets and liabilities of any employee, retiree, beneficiary or deferred vested member of the City or the City's Emergency Communications Division which are not within the Former City Employees Employed By The County class will remain with, and be the sole responsibility of, the City, and not

² For clarification, and as an exemplar, if the City's pension plan, as reflected in the most recent actuarial evaluation prior to the Effective Date Of Integration, is 80% funded, on an actuarial basis, the City's Retirement System will transfer to the County designated MERS plan(s) assets equal to 80% of the actuarial accrued pension liability for the Former City Employees Employed By The County.

that of the County.

III. Retiree Health Care.

- A. Former City Employees Employed By The County and Future 911 Employees shall be placed in the County Retiree Health Care Plan, or such other plan as is negotiated between the County and the applicable union. On or before the Effective Date of Integration, the City will transfer to the County funds from the 911 millage which have been set aside by the City to pre-fund retiree healthcare for the Former City Employees Employed By The County. The method of repayment will be determined by the County and City prior to the execution of this Agreement. The amount to be transferred cannot occur until it is determined which employees will be included in the Former City Employees Employed By The County class.
- B. The County will not assume retiree health care funds nor liabilities for any employee or retiree of the City or the City's Dispatch Center who are not within the Former City Employees Employed By The County class. All costs/liability for the City's Retiree Health Care Plan shall be borne exclusively by the City.

IV. Compensable Banked Time.

- A. On the Effective Date of Integration, the County will permit Former City Employees Employed By The County which have accrued sick leave, personal leave, compensatory time and vacation balances to convert such hours to County leave up to the following maximum accruals:
 - i. Sick leave – a maximum of one thousand nine hundred twenty (1,920) hours.
 - ii. Personal leave – a maximum of forty-nine (49) hours.
 - iii. Compensatory time – a maximum of sixty (60) hours.
 - iv. Vacation – a maximum of three hundred (300) hours.
- B. The use, future accrual, and payment upon separation of employment of Compensable Banked Time converted to the County is subject to the terms and conditions of the County's personnel practices or such provisions as are negotiated with the applicable union, whichever are applicable.
- C. The County will not assume any liabilities for Compensable Banked Time for any employee or retiree of the City or the City's Emergency Communications Division which are not within the Former City Employees Employed By The County class. Any Compensable Banked Time for employees or retirees of the City or the City's Emergency Communications Division which are not within the Former City Employees Employed By The County class will remain with, and be the sole responsibility of, the City.

V. Existing And Future Employment Liabilities.

- A. The County shall voluntarily recognize the following unions as the bargaining units for the appropriate group:

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- i. Fraternal Order of Police, Capital City Lodge 141;
- ii. International Brotherhood of Teamsters, Local 580;
- iii. International Brotherhood of Teamsters, Local 214;

The County will not recognize any union/unit for representation of employees if such unit is not eligible for certification by the Michigan Employment Relations Commission (MERC). Any question with respect to representation shall be determined by MERC. The City represents that to the best of the City's knowledge there are no successorship agreements between the City and any Union which purports to require the County to assume the terms and obligations of any collective bargaining agreements. While the County does not agree to assume any collective bargaining agreements, the County does agree to maintain as to Former City Employees Employed By The County the wages in place as of the Effective Date Of Integration and other conditions if legally required under Michigan Statutes, for each group of employees during the period the County is obligated to bargain to impasse, or until the County reaches a new collective bargaining agreement with the applicable group or groups, whichever shall first occur.

- B. The County will not assume any liability for any complaint or action of a City employee, including but not limited to grievances, unfair labor practices, unemployment claims, worker's compensation claims or other administrative claims or legal actions by a City employee, filed, or which is premised upon asserted acts or omissions which occurred, prior to the Effective Date Of Integration.
- C. The City will not assume any liability for any complaint or action of a Former City Employees Employed By The County, upon asserted acts or omissions which occurred on or after the Effective Date Of Integration, including but not limited to grievances, unfair labor practices, unemployment claims, worker's compensation claims or other administrative claims or legal actions by a Former City Employees Employed By The County which is premised upon asserted acts or omissions which occurred, on or after the Effective Date Of Integration.
- D. Within 180 days of the execution of this Agreement the County shall enter into good faith union negotiations with respect to the bargaining units for each group which are voluntarily recognized by the County or required to be recognized by MERC.

VI. Liability.

- A. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the City in the performance of this Agreement shall be the responsibility of the City, and not the responsibility of the County, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the City, any subcontractor, or anyone directly or indirectly employed by the City, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the City or its employees by statutes or court decisions.
- B. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the County in the performance of this Agreement shall be the responsibility of the County and not the responsibility of the City if the liability, loss, or damage is caused by, or arises out of, the action or failure to

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act on the part of the County, any subcontractor, or anyone directly or indirectly employed by the County, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its employees as provided by statute or court decisions.

- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the City in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and the City in relation to each party's responsibilities under these joint activities provided that nothing herein shall be construed as a waiver of any governmental immunity by the County, the City or their employees, respectively, as provided by statute or court decisions.

VII. Civil Rights.

The City and the County mutually agree to adhere to all applicable Federal, State and local laws and regulations prohibiting discrimination. The City and County further agree that they shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms and conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, political affiliation or beliefs, disability which is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight or marital status. A breach of this covenant shall be regarded as a material breach of this Agreement.

VIII. Notices.

All notices given hereunder shall be in writing and delivered personally or by certified mail to the address given below, unless a new address is provided in writing.

If to County:

County Controller
Courthouse
Mason, MI 48854

and
County Attorney
601 N. Capitol Ave.
Lansing, MI 48933

If to City:

Mayor's Office
124 W. Michigan Ave. # 9
Lansing, MI 48933-2500

and

MARCH 9, 2010 REGULAR MEETING

Lansing City Attorney
124 W. Michigan Ave., 5th Floor
Lansing, MI 48933

IX. Waivers.

No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

X. Agreement Modifications.

This Agreement contains all the agreements of the parties relating to the long term employment costs relating to the planned consolidation of 911 services and all modifications to this Agreement must be mutually agreed upon by the City and the County, and incorporated into written amendments to this Agreement after approval by the City Council and the County Board of Commissioners, and signed by their duly authorized representatives.

XI. Disregarding Titles.

The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

XII. Complete Agreement.

This Agreement, including the attached Schedule, contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

XIII. Severability.

If any part of this Agreement is found by a Court or Tribunal of competent jurisdiction to be invalid, unconstitutional or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties.

XIV. 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 on behalf of said parties and that this Agreement has been authorized by said parties.

XV. Effective Date Of Agreement And Conditions Precedent.

MARCH 9, 2010 REGULAR MEETING

The Parties to this Agreement recognize that approval for the Consolidated Dispatch Services has not been finalized by the County Board Of Commissioners. As such, this agreement will be effective upon approval of this Agreement by the City Council and the County Board of Commissioners, and/or the County providing written notice, pursuant to paragraph I(B), of the Effective Date Of Integration, whichever shall occur last. In the event the County Board of Commissioners fails to authorize, or revokes authorization for the Consolidated Dispatch Services, this Agreement shall be deemed null and void.

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

WITNESSED BY:

COUNTY OF INGHAM

Date: _____

Debbie De Leon, Chairperson
County Board of Commissioners

Date: _____

Mike Bryanton, County Clerk

WITNESSED BY:

CITY OF LANSING

Date: _____

Virgil Bernero, Mayor

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

By: _____
Richard D McNulty

APPROVED AS TO FORM ONLY FOR THE CITY OF LANSING:

By: _____
Dennis DuBay

SPECIAL ORDERS OF THE DAY

Moved by Commissioner McGrain, supported by Commissioner Grebner to confirm the appointment of R. Craig Finger and re-appointment of Shirley Carter (waiving the term limits) to the Mid-south Substance Abuse Commission. Motion carried unanimously. Absent: Commissioner Tennis.

MARCH 9, 2010 REGULAR MEETING

PUBLIC COMMENT:

None.

COMMISSIONER ANNOUNCEMENTS:

Commissioner Nolan announced that the March 11, 2010 Judiciary Committee meeting is cancelled due to a lack of agenda items.

Commissioner Bahar-Cook encouraged all Commissioners to attend the retirement party of Lansing Police Chief Mark Alley, to be held at the Lansing Center on March 11, 2010, beginning at 4:00 p.m.

Commissioner Bahar-Cook reported that she sits on a work group with Commissioners Grebner and De Leon, to work on long-range plans for the “look” of Ingham County government. The next meeting will focus on increasing revenues. All commissioners are invited and encouraged to provide input.

Commissioner Holman announced that the Animal Control Awards Dinner will be held on Thursday, March 11, at the Lansing Country Club, beginning at 6:00 p.m.

Commissioner Davis offered her condolences to the family of officer Nick Nedow.

CONSIDERATION AND ALLOWANCE OF CLAIMS:

Moved by Commissioner Schor, supported by Commissioner Grebner to approve payment of the claims submitted by the County Clerk and the Financial Services Department in the amount of \$2,126,227.55. Motion carried unanimously. Absent: Commissioner Tennis.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 6:56 p.m.

DEB DE LEON, CHAIRPERSON

MIKE BRYANTON, INGHAM COUNTY CLERK

Teresa Borsuk, Deputy Clerk



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF HUMAN SERVICES
INGHAM

AGENDA ITEM #



ISMAEL AHMED
DIRECTOR

3-12-10

Ingham County Commissioners

Dear Matthew Myers:

Ingham County Department of Human Services is presently preparing for a June federal audit of our Title IVE payments made for foster care children. The period under review (PUR) is April 1st through September 30th, 2009. Any child that received Title IVE foster care payments during this time period has been read by our local office for this audit. Any errors that were discovered in the determination of eligibility for Title IVE payments required Ingham County DHS to end Title IVE payments and switch those cases to County Child Care funding. For those cases that did receive Title IVE payments in the review period and were found ineligible for Title IVE funding, must have a recoupment completed and a refund must be paid back to the Title IVE fund from the County Child Care fund.

Our second read of all cases under the review period has been completed. At this time, it appears that our total that must be recouped from Ingham's County Child Care fund is \$265,349.98. The State is responsible for half of this payment. It should be noted that the department's internal audit is still continuing and a final recoupment amount should be calculated around the end of March.

Sincerely,

Randy Rauch
Ingham Co.
Child Welfare Director

RECEIVED
MAR 12 2010



AGENDA ITEM # 2
L A N S I N G
CITY COUNCIL

March 10, 2010

Debbie De Leon, Chairperson Ingham County Commissioners
Dianne Holman, Chair of Law Enforcement Committee
Matthew J. Myers, Controller/Administrator
Ingham County Courthouse
P.O. Box 319
Mason, Michigan 48854

Dear Ms. De Leon, Ms. Holman, & Mr. Myers:

In February of 2008, the Lansing City Council passed Resolution #045 outlining a number of issues with regards to the 911 Radio System purchased from M/A-Com by Ingham County. These issues were related to service and the functionality of the equipment and/or software program which had a direct bearing on the safety of Lansing police and fire officers. In Resolution #045, we stated our dissatisfaction with the supplier, M/A-COM, and expressed our concerns with the resulting harm and risk caused to our public safety officers and members of the public. The City forwarded Resolution #045 to the County and requested that our City Attorney work to recoup from M/A-COM the expenses incurred from the defective equipment and interrupted service for the 911 Radio System. The amount quoted in Resolution #045 was \$255,735.90, as of February of 2008.

In a memorandum dated September 22, 2009, Captain Teresa Szymanski reported that between February and September 2008, the expense to the City because of malfunctioning equipment and poor service equaled \$161,070.30 in additional staff hours.

The Committee on Public Safety is dedicated to ensuring the safety of our police and fire officers, along with the Lansing residents, despite the complications. We were informed by our City Attorney that the City of Lansing has no legal standing to seek damages from M/A-COM because the City, unlike Ingham County, was not a party to the contract. Therefore, we are asking that you assist us in the effort to recover these costs. The resolution and memorandum mentioned are attached for your review and consideration. If you have questions with regard to this request, please contact me at the City Council Office at (517) 483-4188.

Sincerely,

Carol Wood, Chairperson
Committee on Public Safety
Lansing City Council

CC: Ingham County Commissioners

Tenth Floor City Hall
124 W. Michigan Ave.
Lansing, MI 48933
517-483-4177
Fax: 517-483-7630

RECEIVED
MAR 17 2010

RESOLUTION#045

**BY THE COMMITTEE ON INTERGOVERNMENTAL RELATIONS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING**

WHEREAS, the Committee of the Whole in a series of meetings in June of 2007 took testimony from a number of police officers, fire fighters, and 911 operators on the deficiencies in the Ingham County 911 Radio System; and

WHEREAS, the Lansing City Council has held meetings with the Ingham County Board of Commissioners to voice their concern for the safety of the public and the public safety officers for the City of Lansing; and

WHEREAS, on July 2, 2007, the Lansing City Council appropriated \$100,000 from the 2006 Homeland Security grant to match funding of \$200,000 from Ingham County 911 funds and \$100,000 coming from Ingham County to fix the radio system based on the recommendations of M/A-COM, Inc., the vendor for the system; and

WHEREAS, to ensure the safety of the officers and the public, the Lansing City Police Department staffed two officers in vehicles to patrol the Southside since June of 2007, which has created staffing and overtime issues; and

WHEREAS, Jeff Kludy, Lansing Police Department's Radio Technician has spent countless hours switching out microphones, software, and trying to isolate problems beyond what is required to bring a new system online; and

WHEREAS, the Intergovernmental Relations Committee held a meeting on February 13, 2008 with Ingham County Controller Matt Myers and Deputy Controller John Neilsen; and

WHEREAS, the Committee was informed that Ingham County would be paying an additional \$400,000 for equipment needed to be installed at the location of the new antenna in order for the equipment to function properly. It was stated that all repairs and fixes to the system should be concluded by July 1st, 2008;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council is extremely dissatisfied and frustrated with the service and equipment supplied by M/A-COM, Inc. and the resulting harm and risk caused to our public safety officers and members of the public;

BE IT FURTHER RESOLVED that the Lansing City Council demands M/A-COM, Inc. pay the City of Lansing for its actual costs related to M/A-COM's failure being: 9,000 shift hours at \$26.74 per hour for a cost of \$240,674.40 and 200 hours for two radio technicians with an additional 50 hours each in overtime for a cost of \$15,061.50, resulting in a total cost of \$255,735.90;

BE IT FURTHER RESOLVED that the Lansing City Council directs the City Attorney's office to review this matter and report back to City Council all potential legal options to recover the costs described above;

BE IT FINALLY RESOLVED that the Lansing City Council requests the City Clerk to forward this resolution on the Ingham County Board of Commissioners and 911 Advisory Board.

By Councilmember Robinson

To amend the fourth "WHEREAS" clause by striking "2006" and Inserting "2007"

Motion Carried

By Councilmember Robinson

To place an affirmative roll on the amended Resolution

Motion Carried

September 23, 2008

Memorandum

Capt. Teresa Szymanski
Lansing Police Department
South Precinct
3400 S. Cedar St.
Lansing, MI 48910
517-272-7452

To: Chief Mark Alley
From: Captain Teresa Szymanski
Date: September 22, 2008
Re: Southwest Radio Site Expense

Data was collected from February – September 2008 to determine how many man-hours were spent staffing the Team Areas on the Westside of the South Precinct's patrol area. The Team Areas had to have two Officers, per patrol vehicle as a result of the poor radio coverage coming from the Southwest site to address officer safety concerns.

The average Patrol Officer has an hourly wage of \$25.81. Since the Team Area is already staffed by one Officer, the staffing of an additional Officer for 618, ten-hour shifts costs approximately \$159,505.80.

Chief Radio Technician Jeff Kludy has an hourly rate of \$31.29. Technician Kludy spent a total of 50 hours addressing concerns with the Southwest radio site for a total of \$1,564.50.

The total expense of Technician Kludy's hours and hours spent with additional patrol staffing totals \$161,070.30.

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION DESIGNATING APRIL 1, 2010 AS
CENSUS DAY IN INGHAM COUNTY**

RESOLUTION #10-

WHEREAS, the kick off day for the 2010 Census is April 1, 2010; and

WHEREAS, an accurate census count is vital to our community and residents' well-being by helping planners determine where to locate schools, day care centers, roads and public transportation, hospitals and other facilities and is also used to make decisions concerning business growth and housing needs; and

WHEREAS, more than \$300 billion dollars per year in federal and state funding is allocated to states and communities based on census data; and

WHEREAS, census data ensures fair Congressional representation by determining how many seats each state will have in the U.S. House of Representatives, as well as the redistricting of state legislatures, county and city councils, and voting districts; and

WHEREAS, the 2010 Census creates jobs that stimulate economic growth and increase employment opportunities in our community and information collected by the census is protected by law and remains confidential for seventy-two years; and

WHEREAS, as a 2010 Census partner Ingham County, through its Complete County Committee, strived to support the goals and ideals for the 2010 Census and disseminated 2010 Census information to encourage community participation; encouraged people in Ingham County to place an emphasis on the 2010 Census and to participate in events that will raise overall awareness of the 2010 Census to ensure a full and accurate count; and supported census takers as they helped our community complete an accurate count.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby designates April 1, 2010 as Census Day in Ingham County and urges all Ingham County citizens to complete and return their census forms in a timely manner.

BE IT FURTHER RESOLVED, that the Board extends its sincere appreciation to members of Ingham County's Complete Count Committee for their commitment and dedication as they worked diligently to inform the community of the importance of the census and how vital it is for every individual to be counted.

COUNTY SERVICES: Yeas: Copedge, Schor, Celentino, Grebner, McGrain, Vickers
Nays: None **Absent:** None **Approved 3/16/10**

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION HONORING TAYLOR HARTNER

RESOLUTION #10-

WHEREAS, Taylor Hartner is currently a senior at Waverly High School where he is taking advanced placement classes in Biology, US History and English as well as plays guitar in the Jazz Band; and

WHEREAS, Taylor began his scouting career with Pack 498 from Lewton Elementary School, where he earned the Arrow of Light in 2003; and

WHEREAS, he joined Troup #411 in the spring of 2003, his scouting leadership history includes holding the positions of Quartermaster, Senior Patrol Leader and most recently Instructor; and

WHEREAS, to achieve the Eagle rank, a scout must demonstrate leadership and citizenship, while earning 21 merit badges before reaching the age of 18 and must also complete a service project for the benefit of his community, school or religious institution; and

WHEREAS, Taylor's service project entailed designing and building an 8 foot fire ring at Potter Park Zoo, supervising over 16 youths and adults who spent a total of 89 hours completing the project as well as 65 hours planning and organizing the construction; and

WHEREAS, Taylor has earned the highest rank attainable in Scouting, the Eagle Scout.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby honors Taylor Hartner for achieving the Eagle Scout rank and serving as a positive role model for the youth in our community.

BE IT FURTHER RESOLVED, that the Board wishes him continued success in his future endeavors.

COUNTY SERVICES: Yeas: Copedge, Schor, Celentino, Grebner, McGrain, Vickers

Nays: None **Absent:** None **Approved 3/16/10**

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION SUPPORTING THE EFFORTS OF LOCAL COMMUNITIES TO BRING
“GOOGLE FIBER FOR COMMUNITIES” TO THE GREATER LANSING REGION**

RESOLUTION #10-

WHEREAS, the County of Ingham recognizes the need for expansion of broadband internet access in the Greater Lansing Region; and

WHEREAS, the East Lansing Technology Innovation Center, University Research Corridor, local economic development corporations, and other initiatives have helped to foster a growing entrepreneurial technology sector; and

WHEREAS, Google’s open-access high speed network will provide service up to 100 times faster than existing broadband service; and

WHEREAS, Google’s open-access high speed network will allow existing local providers to fully utilize new fiber-optic infrastructure; and

WHEREAS, local access to high-speed fiber optic service will retain and attract growing technology businesses to Greater Lansing.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners supports the efforts of local communities to bring “Google Fiber for Communities” to the Greater Lansing Region.

COUNTY SERVICES: Yeas: Copedge, Schor, Celentino, Grebner, McGrain, Vickers
Nays: None **Absent:** None **Approved 3/16/10**

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION CONGRATULATING CHIEF MARK ALLEY
ON THE EVENT OF HIS RETIREMENT**

RESOLUTION #10-

WHEREAS, Mark Alley has worked for the Lansing City Police Department for 24 years; and

WHEREAS, for the past 10 years, Mark Alley has served as Chief of Police; and

WHEREAS, during his decade as Chief of Police, he worked with three mayors - David Hollister, Tony Benavides and Virg Bernero; and

WHEREAS, Chief Alley ran a police department of more than 300 employees, with approximately 240 sworn officers; and

WHEREAS, one of his greatest honors was the founding of the H.O.P.E. Scholarship Program for at-risk Lansing sixth-graders, another being attempts to prevent racial profiling in the City of Lansing; and

WHEREAS, Mark Alley has served the citizens of Lansing with distinction; and

WHEREAS, he is a natural leader, a consummate professional and a man of great honor and integrity; and

WHEREAS, on March 12, 2010 Chief Alley retired from his position with the Lansing City Police to pursue a career in the private sector.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby congratulates Police Chief Mark Alley on the event of his retirement and extends its sincere appreciation to the contributions he has made to the citizens of Ingham County, particularly within the City of Lansing.

BE IT FURTHER RESOLVED, that the Board wishes him continued success in all of his future endeavors.

COUNTY SERVICES: Yeas: Copedge, Schor, Celentino, Grebner, McGrain, Vickers

Nays: None **Absent:** None **Approved 3/16/10**

Introduced by the County Services and Finance Committees:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN INCREASE IN
CERTAIN FEES WITHIN THE CLERK'S OFFICE**

RESOLUTION #10-

WHEREAS, House Bill 4086, Public Act 419 of 2006, provides for County Clerks to solemnize marriages within the County in which they are elected as County Clerk; and

WHEREAS, Resolution #07-020 authorized a fee of \$25.00 for each marriage solemnized by the County Clerk, with such revenues to be deposited in the County's General Fund; and

WHEREAS, the Clerk now desires to increase the fee to more closely reflect the costs involved in scheduling the wedding, preparing the vows and performing the ceremony; and

WHEREAS, the Clerk offers expedited service of mailed or faxed requests for certified copies of vital records which need to be returned for immediate use; and

WHEREAS, the fee for this service covers the cost of a United States Postal Services Express Mail stamp, plus a slight additional fee for staff time, which is currently \$19.00; and

WHEREAS, the postal service recently increased express mail postage to \$18.30; and

WHEREAS, the Clerk desires to increase the expedite fee to \$20.00 to cover the increase in postage fees.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes the following fee increases within the Clerk's office, effective April 5, 2010:

Marriage Ceremony Officiated by the County Clerk	\$50.00
Expedited Service for Vital Records	\$20.00

BE IT FURTHER RESOLVED, that the Clerk is authorized to increase the expedited service fee equal to the amount of the increase in postage each time the postal services raises its rates.

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

COUNTY SERVICES: Yeas: Copedge, Schor, Celentino, Grebner, McGrain, Vickers

Nays: None **Absent:** None **Approved 3/16/10**

FINANCE: Yeas: Grebner, Tennis, Bahar-Cook, Schor, Holman, Dougan

Nays: None **Absent:** None **Approved 3/17/10**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE THE RENEWAL OF THE CONTRACT WITH NELSON TRANE
(RESOLUTION #09-172) FOR THE AIR-COOLED ROTARY SCREW WATER CHILLER AT THE
INGHAM COUNTY HILLIARD BUILDING**

RESOLUTION #10-

WHEREAS, Resolution #09-172 approved entering into a contract with Nelson Trane, which is due to expire March 31, 2010, for the Hilliard Building; and

WHEREAS, this contract needs to be renewed and the new contract would run from April 1, 2010 through March 31, 2011; and

WHEREAS, Nelson Trane shall perform inspection, maintenance and/or repair services; and

WHEREAS, the funds for this service are available within the Facilities Maintenance Contractual line item 101-23303-931100.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby authorizes awarding a contract to Nelson Trane, 5335 Hill Drive, Flint, MI 48507-3906, for the comprehensive annual inspection service, for a total cost not to exceed \$5,344.00, payable at \$1,336.00 per quarter.

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

COUNTY SERVICES: Yeas: Copedge, Schor, Celentino, Grebner, McGrain, Vickers
Nays: None **Absent:** None **Approved 3/16/10**

FINANCE: Yeas: Grebner, Tennis, Bahar-Cook, Schor, Holman, Dougan
Nays: None **Absent:** None **Approved 3/17/10**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE THE RENEWAL OF THE CONTRACT WITH TEACHOUT
SECURITY SERVICES AT VARIOUS INGHAM COUNTY BUILDINGS**

RESOLUTION #10-

WHEREAS, Resolution #07-088 approved entering into a contract with Teachout Security Services which is due to expire May 31, 2010; and

WHEREAS, the Facilities Department is requesting to extend the contract for one year under the same terms and conditions as the original agreement, and the extended contract would run from June 1, 2010 through May 31, 2011; and

WHEREAS, Teachout Security Services provides qualified private security guards to monitor the following locations: Human Services Building at 5303 S. Cedar St., Lansing, Michigan, the Veterans Memorial Courthouse at 313 W. Kalamazoo St., Lansing, Michigan, the Ingham County Courthouse at 341 S. Jefferson, Mason, Michigan, the 55th District Court at 700 Buhl St., Mason, Michigan, and the Ingham County Family Center at 1601 W. Holmes Rd., Lansing, Michigan; and

WHEREAS, the funds for this contract are available within the appropriate 931100 contractual accounts.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby authorizes extending the contract Agreement with Teachout Security Services, 416 Frandor Ave., Suite 103, Lansing, Michigan 48912, for one year under the same terms and conditions as the original agreement, with an amount not to exceed \$340,000.

BE IT FURTHER RESOLVED, the contract requires the payment of living wages, and fees will increase concurrently based on the living wage rate.

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

COUNTY SERVICES: Yeas: Copedge, Schor, Celentino, Grebner, McGrain, Vickers

Nays: None **Absent:** None **Approved 3/16/10**

FINANCE: Yeas: Grebner, Tennis, Bahar-Cook, Schor, Holman, Dougan

Nays: None **Absent:** None **Approved 3/17/10**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AUTHORIZING ENTERING INTO A CONTRACT WITH CLARK, TROMBLEY,
RANDERS TO PROVIDE ENGINEERING SERVICES FOR THE POTTER PARK ZOO
BIRDHOUSE EXHIBIT**

RESOLUTION #10-

WHEREAS, the birdhouse at the Potter Park Zoo does not currently have any ventilation and as such, there is no way to introduce fresh air into the building; and

WHEREAS, the lack of fresh air intake has been determined by the Zoo's Veterinarian to be the primary cause of several health issues with some of the bird species housed in the building; and

WHEREAS, the funds for these services are available in the 2010 CIP line item 258-69900-977000-1013Z; and

WHEREAS, the Purchasing Department solicited bids for this project, after review, it is the recommendation of the Facilities Department in concurrence with the Purchasing Department to award a contract to Clark, Trombley, Randers, for a not to exceed amount of \$5,700.00, this quote was the lowest of all three quotes obtained.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a contract with Clark, Trombley, Randers, 6105 W. St. Joseph, Suite 200, Lansing, Michigan 48917, for a not to exceed cost of \$5,700.00, for engineering services to design a ventilation system at the Potter Park Zoo in the Birdhouse Exhibit.

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

COUNTY SERVICES: Yeas: Copedge, Schor, Celentino, Grebner, McGrain, Vickers

Nays: None **Absent:** None **Approved 3/16/10**

FINANCE: Yeas: Grebner, Tennis, Bahar-Cook, Schor, Holman, Dougan

Nays: None **Absent:** None **Approved 3/17/10**

Introduced by the Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING 2010 ADMINISTRATIVE FUND

RESOLUTION #10-_____

A _____ meeting of the Board of Commissioners of the County of Ingham, Michigan (the "County"), was held in Mason, Michigan, on _____, _____. The following Commissioners were

PRESENT: _____

ABSENT: _____

RESOLUTION AUTHORIZING 2010 ADMINISTRATIVE FUND

IT IS RESOLVED BY THE INGHAM COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:

The County Treasurer, pursuant to Section 87c, Subsection (2), of Act 206, is designated as Agent for the County, and the Treasurer's office shall receive all such sums as are provided in Section 87c, Subsection (3), to cover administrative expenses so long as Treasurer waives right to receive such sums as would be payable to his under Section 87c, Subsection (3).

Discussion followed. A vote was thereupon taken on the foregoing resolution and was as follows:

AYES: _____

NAYS: _____
ABSTAIN: _____

A sufficient majority having voted therefor, the resolution appearing above was adopted.

STATE OF MICHIGAN

COUNTY OF INGHAM

I certify that the foregoing is a true and accurate copy of the resolution adopted by the Ingham County Board of Commissioners, that such resolution was duly adopted at a _____ meeting held on the _____ day of _____, _____, and that notice of such meeting was given as required by law.

Ingham County Clerk

RESOLUTION #10-

[SEAL]

FINANCE: Yeas: Grebner, Tennis, Bahar-Cook, Schor, Holman, Dougan
Nays: None **Absent:** None **Approved 3/17/10**

Introduced by the Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

2010 BORROWING RESOLUTION
(2009 DELINQUENT TAXES)

RESOLUTION #10-_____

A _____ meeting of the Board of Commissioners of the County of Ingham, Michigan (the "County"), was held in Mason, Michigan, on _____, _____. The following Commissioners were

PRESENT: _____

ABSENT: _____

The preambles and resolution set forth below were offered by Commissioner _____ and were seconded by Commissioner _____.

2010 BORROWING RESOLUTION
(2009 DELINQUENT TAXES)

WHEREAS, ad valorem real property taxes are imposed by the County and the local taxing units within the County on July 1 and/or December 1 of each year; and

WHEREAS, a certain portion of these taxes remain unpaid and uncollected on March 1 of the year following assessment, at which time they are returned delinquent to the County's treasurer (the "Treasurer"); and

WHEREAS, the Treasurer is bound to collect all delinquent taxes, interest and property tax administration fees which would otherwise be payable to the local taxing units within the County; and

WHEREAS, the statutes of the State of Michigan authorize the County to establish a fund, in whole or in part from borrowed proceeds, to pay local taxing units within the County their respective shares of delinquent ad valorem real property taxes in anticipation of the collection of those taxes by the Treasurer; and

WHEREAS, the County Board of Commissioners (the "Board") has adopted a resolution authorizing the County's Delinquent Tax Revolving Fund (the "Revolving Fund Program"), pursuant to Section 87b of Act No. 206, Michigan Public Acts of 1893, as amended ("Act 206"); and

WHEREAS, such fund has been established to provide a source of monies from which the Treasurer may pay any or all delinquent ad valorem real property taxes which are due the County, and any city, township, school district, intermediate school district, community college district, special assessment district, drainage district, or other political unit

RESOLUTION #10-

within the geographical boundaries of the County participating in the County's Revolving Fund Program pursuant to Act 206 ("local units"); and

WHEREAS, the Treasurer is authorized under Act 206, and has been directed by the Board, to make such payments with respect to delinquent ad valorem real property taxes (including the property tax administration fees assessed under subsection (6) of Section 44 of Act 206) owed in 2009 to the County and the local units (collectively, the "taxing units") which will have remained unpaid on March 1, 2010 and the Treasurer is authorized to pledge these amounts in addition to any amounts not already pledged for repayment of prior series of notes (or after such prior series of notes are returned as a secondary pledge) all as the Treasurer shall specify in an order when the notes authorized hereunder are issued (the "Delinquent Taxes"); and

WHEREAS, the Board has determined that in order to raise sufficient monies to adequately fund the Revolving Fund Program, the County must issue its General Obligation Limited Tax Notes, Series 2010 in one or more series, in accordance with Sections 87c, 87d, 87g and 89 of Act 206 and on the terms and conditions set forth below.

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD AS FOLLOWS:

**I.
GENERAL PROVISIONS**

101. Establishment of 2010 Revolving Fund. In order to implement the continuation of the Revolving Fund Program and in accordance with Act 206, the County hereby establishes a 2010 Delinquent Tax Revolving Fund (the "Revolving Fund") as a separate and segregated fund within the existing Delinquent Tax Revolving Fund of the County previously established by the Board pursuant to Section 87b of Act 206.

102. Issuance of Notes. The County shall issue its General Obligation Limited Tax Notes, Series 2010 in one or more series (the "Notes"), in accordance with this Resolution and Sections 87c, 87d, 87g and 89 of Act 206, payable in whole or in part from the Delinquent Taxes and/or from the other sources specified below.

103. Aggregate Amount of Notes.

(a) The Notes shall be issued in an aggregate amount to be determined in accordance with this Section by the Treasurer.

(b) The aggregate amount of the Notes shall not be less than the amount by which the actual or estimated Delinquent Taxes exceeds (i) the County's participating share of Delinquent Taxes, and (ii) any sums otherwise available to fund the Tax Payment Account established under Section 702 (including any monies held in respect of Section 704(c)).

(c) The aggregate amount of the Notes shall not be greater than the sum of (i) the actual amount of the Delinquent Taxes pledged to the payment of debt service on the Notes, plus (ii) the amount determined

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by the Treasurer to be allocated to a reserve fund. Original proceeds of the Notes devoted to a reserve fund shall not exceed the lesser of (A) the amount reasonably required for those of the Notes secured by the reserve fund, (B) 10% of the proceeds of such Notes, (C) the maximum amount of annual debt service on such Notes, or (D) 125% of average annual debt service on such Notes.

(d) The aggregate amount of the Notes shall be designated by the Treasurer by written order after (i) the amount of the Delinquent Taxes, or the amount of Delinquent Taxes to be funded by the issuance of the Notes, has been estimated or determined, and (ii) the amount of the reasonably required reserve fund has been calculated. Delinquent Taxes shall be estimated based on delinquencies experienced during the past three fiscal years and on demographic and economic data relevant to the current tax year, and shall be determined based on certification from each of the taxing units. The amount of the reasonably required reserve fund shall be calculated pursuant to such analyses and certificates as the Treasurer may request.

104. Proceeds. If the Notes are issued and sold before the Treasurer has received certification from the taxing units of the amount of the Delinquent Taxes and if such certification is not reasonably anticipated to occur to allow distribution of the proceeds of the Notes within 20 days after the date of issue, the proceeds of the Notes shall be deposited in the County's 2010 Delinquent Tax Project Account and thereafter used to fund the whole or a part of the County's 2010 Tax Payment Account, 2010 Note Reserve Account and/or 2010 Note Payment Account, subject to and in accordance with Article VII. If the Notes are issued and sold on or after such time, the proceeds of the Notes shall be deposited directly into the County's 2010 Tax Payment Account, 2010 Note Reserve Account and/or 2010 Note Payment Account, as provided in Article VII.

105. Treasurer's Order Authorizing Notes and Establishing Delinquent Taxes. At or prior to the time any Notes are issued pursuant to this resolution, the Treasurer, as authorized by Act 206, may issue a written order specifying the amount and character of the Delinquent Taxes, the Article or Articles under which the Notes are being issued and any other matters subject to the Treasurers control under either this resolution or Act 206.

**II.
FIXED MATURITY NOTES**

201. Authority. At the option of the Treasurer, exercisable by written order, the Notes may be issued in accordance with this Article II. All reference to "Notes" in Article II refers only to Notes issued pursuant to Article II, unless otherwise specified.

202. Date. The Notes shall be dated as of the date of issue or as of such earlier date specified by written order of the Treasurer.

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203. Maturity and Amounts. Notes issued pursuant to this Article II shall be structured in accordance with subsections (a) or (b) below as determined by the Treasurer pursuant to written order.

(a) The first maturity of the Notes or of a series of the Notes shall be determined by the Treasurer pursuant to written order, but shall not be later than two years after the date of issue. Later maturities of the Notes shall be on the first anniversary of the preceding maturity or on such earlier date as the Treasurer may specify by written order. The Notes shall be structured with the number of maturities determined by the Treasurer to be necessary or appropriate, and the last

maturity shall be scheduled for no later than the fourth anniversary of the date of issue. The amount of each maturity shall be set by the Treasurer when the amount of Delinquent Taxes is determined by the Treasurer or when a reliable estimate of the Delinquent Taxes is available to the Treasurer. In determining the exact amount of each maturity the Treasurer shall consider the schedule of delinquent tax collections prepared for the tax years ending December 31, 2009, and the corollary schedule setting forth the anticipated rate of collection of those Delinquent Taxes which are pledged to the repayment of the Notes. The amount of each maturity and the scheduled maturity dates of the Notes shall be established to take into account the dates on which the Treasurer reasonably anticipates the collection of such Delinquent Taxes and shall allow for no more than a 10% variance between the debt service payable on each maturity date, the Notes, and the anticipated amount of pledged monies available on such maturity date to make payment of such debt service.

(b) Alternatively, the Notes or a series of the Notes may be structured with a single stated maturity falling not later than the fourth anniversary of the date of issue. Notes issued under this subsection (b) shall be subject to redemption on such terms consistent with Section 209 as shall be ordered by the Treasurer, but in no event shall such Notes be subject to redemption less frequently than annually.

204. Interest Rate and Date of Record.

(a) Except as otherwise provided in this paragraph, Notes issued pursuant to subsection (a) of Section 203 shall bear interest payable semi-annually, with the first interest payment to be payable (i) on the first date, after issuance, corresponding to the day and month on which the maturity of such Notes falls, or (ii) if the Treasurer so orders, six months before such date. In the event (i) any maturity of the Notes arises either less than six months before the succeeding maturity date or less than six months after the preceding maturity date and (ii) the Treasurer so orders in writing, interest on the Notes shall be payable on such succeeding or preceding maturity date. Subject to the following sentence, Notes issued pursuant to subsection (b) of Section 203 shall, pursuant to written order of the Treasurer, bear interest monthly, quarterly, or semiannually, as provided by written order of the Treasurer. If Notes issued under this Article II are sold with a variable rate

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feature as provided in Article IV, such Notes may, pursuant to written order of the Treasurer, bear interest weekly, monthly, quarterly or on any put date, or any combination of the foregoing, as provided by written order of the Treasurer.

(b) Interest shall not exceed the maximum rate permitted by law.

(c) Interest shall be mailed by first class mail to the registered owner of each Note as of the applicable date of record, provided, however, that the Treasurer may agree with the Registrar (as defined below) on a different method of payment.

(d) Subject to Section 403 in the case of variable rate Notes, the date of record shall be not fewer than 14 nor more than 31 days before the date of payment, as designated by the Treasurer prior to the sale of the Notes.

205. Note Form. The form of Note shall be consistent with the prescriptions of this Resolution and shall reflect all material terms of the Notes. Unless the Treasurer shall by written order specify the contrary, the Notes shall be issued in fully registered form both as to principal and interest, regrettable upon the books of a note registrar (the "Registrar") to be named by the Treasurer. If the Notes are issued in bearer form the Treasurer shall appoint a paying agent (the "Paying Agent"). (The Registrar or Paying Agent so named may be any bank or trust company or other entity, including the County, offering the necessary services pertaining to the registration and transfer of negotiable securities.)

206. Denominations and Numbers. The Notes shall be issued in one or more denomination or denominations of \$1,000 each or any integral multiple of \$1,000 in excess of \$1,000, as determined by the Treasurer. Notwithstanding the foregoing, however, in the event the Notes are deposited under a book entry depository trust arrangement pursuant to Section 208, the Notes shall, if required by the depository trustee, be issued in denominations of \$5,000 each or any integral multiple of \$5,000. The Notes shall be numbered from one upwards, regardless of maturity, in such order as the Registrar shall determine.

207. Transfer or Exchange of Notes.

(a) Notes issued in registered form shall be transferable on a note register maintained with respect to the Notes upon surrender of the transferred Note, together with an assignment executed by the registered owner or his or her duly authorized attorney-in-fact in form satisfactory to the Registrar. Upon receipt of a properly assigned Note, the Registrar shall authenticate and deliver a new Note or Notes in equal aggregate principal amount and like interest rate and maturity to the designated transferee or transferees.

(b) Notes may likewise be exchanged for one or more other Notes with the same interest rate and maturity in authorized denominations aggregating the same principal amount as the Note or Notes being

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exchanged, upon surrender of the Note or Notes and the submission of written instructions to the Registrar or, in the case of bearer Notes, to the Paying Agent. Upon receipt of a Note with proper written instructions the Registrar or Paying Agent shall authenticate and deliver a new Note or Notes to the owner thereof or to the owner's attorney-in-fact.

(c) Any service charge made by the Registrar or Paying Agent for any such registration, transfer or exchange shall be paid for by the County as an expense of borrowing, unless otherwise agreed by the Treasurer and the Registrar or Paying Agent. The Registrar or Paying Agent may, however, require payment by a knotholes of a sum sufficient to cover any tax or other governmental charge payable in connection with any such registration, transfer or exchange.

208. Book Entry Depository Trust. At the option of the Treasurer, and notwithstanding any contrary provision of Section 212, the Notes may be deposited, in whole or in part, with a depository trustee designated by the Treasurer who shall transfer ownership of interests in the Notes by book entry and who shall issue depository trust receipts or acknowledgments to owners of interests in the Notes. Such book entry depository trust arrangement, and the form of depository trust receipts or acknowledgments, shall be as determined by the Treasurer after consultation with the depository trustee. The Treasurer is authorized to enter into any depository trust agreement on behalf of the County upon such terms and conditions as the Treasurer shall deem appropriate and not otherwise prohibited by the terms of this Resolution. The depository trustee may be the same as the Registrar otherwise named by the Treasurer, and the Notes may be transferred in part by depository trust and in part by transfer of physical certificates as the Treasurer may determine.

209. Redemption.

(a) Subject to the authority granted the Treasurer pursuant to subsection (c) of this Section (in the case of fixed rate Notes) and to the authority granted the Treasurer pursuant to Section 404 (in the case of variable rate Notes), the Notes or any maturity or maturities of the Notes shall be subject to redemption prior to maturity on the terms set forth in subsection (b) below.

(b) Notes scheduled to mature after the first date on which any Notes of the series are scheduled to mature shall be subject to redemption, in inverse order of maturity, on each interest payment date arising after the date of issue.

(c) If the Treasurer shall determine such action necessary to enhance the marketability of the Notes or to reduce the interest rate to be offered by prospective purchasers on any maturity of the Notes, the Treasurer may, by written order prior to the issuance of such Notes, (i) designate some or all of the Notes as non-callable, regardless of their maturity date, and/or (ii) delay the first date on which the redemption of callable Notes would otherwise be authorized under subsection (b) above.

(d) Notes of any maturity subject to redemption may be redeemed before their scheduled maturity date, in whole or in part, on any

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permitted redemption date or dates, subject to the written order of the Treasurer. Notes called for redemption shall be redeemed at par, plus accrued interest to the redemption date, plus, if the Treasurer so orders, a premium of not more than 1%. Redemption may be made by lot or pro rata, as shall be determined by the Treasurer.

(e) With respect to partial redemptions, any portion of a Note outstanding in a denomination larger than the minimum authorized denomination may be redeemed, provided such portion as well as the amount not being redeemed constitute authorized denominations. In the event less than the entire principal amount of a Note is called for redemption, the Registrar or Paying Agent shall, upon surrender of the Note by the owner thereof, authenticate and deliver to the owner a new Note in the principal amount of the principal portion not redeemed.

(f) Notice of redemption shall be by first class mail 30 days prior to the date fixed for redemption, or such shorter time prior to the date fixed for redemption as may be consented to by the holders of all outstanding Notes to be called for redemption. Such notice shall fix the date of record with respect to the redemption if different than otherwise provided in this Resolution. Any defect in any notice shall not affect the validity of the redemption proceedings. Notes so called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with a paying agent to redeem the same.

210. Discount. At the option of the Treasurer, the Notes may be offered for sale at a discount not to exceed 2%.

211. Public or Private Sale. The Treasurer may, at the Treasurer's option, conduct a public sale of the Notes after which sale the Treasurer shall either award the Notes to the lowest bidder or reject all bids. The conditions of sale shall be as specified in a published Notice of Sale prepared by the Treasurer announcing the principal terms of the Notes and the offering. Alternatively, the Treasurer may, at the Treasurer's option, negotiate a private sale of the Notes as provided in Act 206. If required by law, or if otherwise determined by the Treasurer to be in the best interest of the County, (a) the Notes shall be rated by a national rating agency selected by the Treasurer, (b) a good faith deposit shall be required of the winning bidder, and/or (c) CUSP numbers shall be assigned to the Notes. If a public sale is conducted or if otherwise required by law or the purchaser of the Notes, the Treasurer shall prepare or cause to be prepared and disseminated an offering memorandum or official statement containing all material terms of the offer and sale of the Notes. Pursuant to any sale of the Notes, the County shall make such filings, shall solicit such information and shall obtain such governmental approvals as shall be required pursuant to any state or federal law respecting back-up income tax withholding, securities regulation, original issue discount or other regulated matter.

212. Execution and Delivery. The Treasurer is authorized and directed to execute the Notes on behalf of the County by manual or facsimile signature, provided that if the facsimile signature is used the Notes shall be authenticated by the Registrar or any tender agent as may be appointed pursuant to Section 801(c). The Notes shall be sealed with

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the County seal or imprinted with a facsimile of such seal. The Treasurer is authorized and directed to then deliver the Notes to the purchaser thereof upon receipt of the purchase price. The Notes shall be delivered at the expense of the County in such city or cities as may be designated by the Treasurer.

213. Renewal, Refunding or Advance Refunding Notes. If at any time it appears to be in the best interests of the County, the Treasurer, by written order, may authorize the issuance of renewal, refunding or advance refunding Notes. The terms of such Notes, and the procedures incidental to their issuance, shall be set subject to Section 309 and, in appropriate cases, Article X.

**III.
SHORT TERM RENEWABLE NOTES**

301. Authority. At the option of the Treasurer, exercisable by written order, Notes may be issued in accordance with this Article III. All references to "Notes" in Article III refer only to Notes issued pursuant to Article III, unless otherwise specified.

302. Date and Maturity. The Notes shall be dated as of their date of issuance or any prior date selected by the Treasurer, and each issuance thereof shall mature on such date or dates not exceeding one year from the date of their issuance as may be specified by written order of the Treasurer.

303. Interest and Date of Record. The Notes shall bear interest payable at maturity at such rate or rates as may be determined by the Treasurer not exceeding the maximum rate of interest permitted by law on the date the Notes are issued. The date of record shall be not fewer than two nor more than 31 days before the date of payment, as designated by the Treasurer prior to the sale of the Notes.

304. Note Form. The form of Note shall be consistent with the prescriptions of this Resolution and shall reflect all material terms of the Notes. The Notes shall, in the discretion of the Treasurer and consistent with Section 205, either be payable to bearer or be issued in registered form. If issued in registered form, the Notes may be constituted as book-entry securities consistent with Section 208, notwithstanding any contrary provision of Section 308.

305. Denomination and Numbers. The Notes shall be issued in one or more denomination or denominations, as determined by the Treasurer. The Notes shall be numbered from one upwards in such order as the Treasurer determines.

306. Redemption. The Notes shall not be subject to redemption prior to maturity.

307. Sale of Notes. The authority and obligations of the Treasurer set forth in Sections 210 and 211 respecting Fixed Maturity Notes shall apply also to Notes issued under Article III.

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308. Execution and Delivery. The authority and obligations of the Treasurer set forth in Section 212 respecting Fixed Maturity Notes shall also apply to Notes issued under Article III.

309. Renewal or Refunding Notes.

(a) The Treasurer may by written order authorize the issuance of renewal or refunding Notes (collectively the "Renewal Notes"). Renewal Notes shall be sold on the maturity date of, and the proceeds applied to the payment of debt service on, the Notes to be renewed. The maturities and repayment terms of the Renewal Notes shall be set by written order of the Treasurer.

(b) In the order authorizing Renewal Notes, the Treasurer shall specify whether the Notes shall be issued in accordance with this Article III, in which event the provisions of Article III shall govern the issuance of the Notes, or whether the Notes shall be issued in accordance with Article II, in which event the provisions of Article II shall govern the issuance of the Notes. The order shall also provide for and shall also govern with respect to:

- (i) the aggregate amount of the Renewal Notes;
- (ii) the date of the Renewal Notes;
- (iii) the denominations of the Renewal Notes;
- (iv) the interest payment dates of the Renewal Notes;
- (v) the maturity or maturities of the Renewal Notes;
- (vi) the terms of sale of the Renewal Notes;

(vii) whether any Renewal Notes issued in accordance with Article II shall be subject to redemption and, if so, the terms thereof; and

(viii) any other terms of the Renewal Notes consistent with, but not specified in, Article II or Article III.

(c) Regardless of whether Renewal Notes need be approved by prior order of the Department of Treasury, the Treasurer, pursuant to Section 89(5)(d) of Act 206, shall promptly report to the Department of Treasury the issuance of any Renewal Notes.

IV.

VARIABLE INTEREST RATE

401. Variable Rate Option. At the option of the Treasurer, exercisable by written order, the Notes, whether issued pursuant to Article II or Article III, may be issued with a variable interest rate, provided that the rate shall not exceed the maximum rate of interest permitted by law.

402. Determination of Rate. The order of the Treasurer shall provide how often the variable interest rate shall be subject to

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recalculation, the formula or procedure for determining the variable interest rate, whether and on what terms the rate shall be determined by a remarketing agent in the case of demand obligations consistent with Section 801(d), and whether and on what terms a fixed rate of interest may be converted to or from a variable rate of interest. Such formula or procedure shall be as determined by the Treasurer, but shall track or float within a specified percentage band around the rates generated by any one or more of the following indices:

(i) Publicly reported prices or yields of obligations of the United States of America;

(ii) An index of municipal obligations periodically reported by a nationally recognized source;

(iii) The prime lending rate from time to time set by any bank or trust company in the United States with unimpaired capital and surplus exceeding \$40,000,000;

(iv) Any other rate or index that may be designated by order of the Treasurer provided such rate or index is set or reported by a source which is independent of and not controlled by the Treasurer or the County.

The procedure for determining the variable rate may involve one or more of the above indices as alternatives or may involve the setting of the rate by a municipal bond specialist provided such rate shall be within a stated percentage range of one or more of the indices set forth above.

403. Date of Record. The Date of Record shall be not fewer than one nor more than 31 days before the date of payment, as designated by written order of the Treasurer.

404. Redemption. Notwithstanding any contrary provision of subsections (b) and (c) of Section 209, but subject to the last sentence of this Section 404, Notes bearing interest at a variable rate may be subject to redemption by the County and/or put by the holder at any time or times and in any order, as may be determined pursuant to written order of the Treasurer. Notes shall not be subject to redemption more frequently than monthly.

405. Remarketing, Repurchase and Resale.

(a) In the event Notes issued under this Article IV are constituted as demand obligations, the interest rate on the Notes shall be governed by, and shall be subject to, remarketing by a remarketing agent appointed in accordance with Section 801(c), under the terms of a put agreement employed in accordance with Section 801(d).

(b) The County shall be authorized, consistent with Act 206 and pursuant to order of the Treasurer, to participate in the repurchase and resale of Notes in order to reduce the cost of, or increase the revenue, attendant to the establishment of the Revolving Fund and the

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issuance and discharge of the Notes. Any purchase of Notes pursuant to this subsection (b) shall be made with unpledged monies drawn from revolving funds established by the County in connection with retired general obligation limited tax notes.

**V.
MULTIPLE SERIES**

501. Issuance of Multiple Series. At the option of the Treasurer, exercisable by written order, the Notes issued under Articles II, Article III or Article X may be issued in two or more individually designated series. Each series shall bear its own rate of interest, which may be fixed or variable in accordance with Article IV. Various series need not be issued at the same time and may be issued from time to time in the discretion of the Treasurer exercisable by written order. In determining the dates of issuance of the respective series, the Treasurer shall consider, among other pertinent factors, the impact the dates selected may have on the marketability, rating and/or qualification for credit support or liquidity support for, or insurance of, the Notes. The Notes of each such series shall be issued according to this Resolution in all respects (and the term "Notes" shall be deemed to include each series of Notes throughout this Resolution), provided that:

(a) The aggregate principal amount of the Notes of all series shall not exceed the maximum aggregate amount permitted under Section 103;

(b) Each series shall be issued pursuant to Article II or Article III, and different series may be issued pursuant to different Articles;

(c) Each series shall be issued pursuant to Section 502 or Section 503, and different series may be issued pursuant to different Sections;

(d) A series may be issued under Article II for one, two, or three of the annual maturities set forth in Article II with the balance of the annual maturities being issued under Article II or under Article III in one or more other series, provided that the minimum annual maturities set forth in Section 203 shall be reduced and applied pro rata to all Notes so issued; and

(e) The Notes of all series issued pursuant to Article II above shall not, in aggregate, mature in amounts or on dates exceeding the maximum authorized maturities set forth in Section 203.

502. Series Secured Pari Passu. If the Notes are issued in multiple series pursuant to this Article V, each series of Notes may, by written order of the Treasurer, be secured *pari passu* with the other by the security described in and the amounts pledged by Article VII below. Moreover, such security may, pursuant to further written order of the Treasurer, be segregated in accordance with the following provisions.

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(a) The Treasurer may by written order establish separate sub-accounts in the County's 2010 Note Reserve Account for each series of Notes, into which shall be deposited the amount borrowed for the Note Reserve Account for each such series.

(b) The Treasurer may by written order establish separate sub-accounts in the County's 2010 Note Payment Account for each series of Notes, and all amounts deposited in the Note Payment Account shall be allocated to the sub-accounts.

(c)(i) In the event separate sub-accounts are established pursuant to subsection (b) above, and subject to Paragraph (ii) below, the percentage of deposits to the County's 2010 Note Payment Account allocated to each sub-account may be set equal to the percentage that Notes issued in the corresponding series bears to all Notes issued under this Resolution or to any other percentage designated by the Treasurer pursuant to written order; provided that if the various series are issued at different times or if the various series are structured with different maturity dates, (I) sums deposited in the Note Payment Account prior to the issuance of one or more series may upon the issuance of each such series be reallocated among the various sub-accounts established under Subsection (b) above to achieve a balance among the sub-accounts proportionate to the designated percentage allocation, and/or (II) deposits to the Note Payment Account may be allocated among the sub-accounts according to the total amount of debt service that will actually be paid from the respective sub-accounts.

(ii) Alternatively, the Treasurer may, by written order, rank the sub-accounts established under Subsection (b) above in order of priority, and specify that each such sub-account shall receive deposits only after all sub-accounts having a higher priority have received deposits sufficient to discharge all (or any specified percentage of) Notes whose series corresponds to any of the sub-accounts having priority.

(d) In the absence of a written order of the Treasurer to the contrary, the amounts in each sub-account established pursuant to this Section 502 shall secure only the Notes issued in the series for which such sub-account was established, until such Notes and interest on such Notes are paid in full, after which the amounts in such sub-account may, pursuant to written order of the Treasurer, be added pro rata to the amounts in the other sub-accounts and thereafter used as part of such other sub-accounts to secure all Notes and interest on such Notes for which such other sub-accounts were created, until paid in full. Alternatively, amounts held in two or more sub-accounts within either the Note Reserve Account or the Note Payment Account may be commingled, and if commingled shall be held *pari passu* for the benefit of the holders of each series of Notes pertaining to the relevant sub-accounts.

503. Series Independently Secured. If the Notes are issued in multiple series pursuant to this Article V, each series of Notes may, by written order of the Treasurer, be independently secured in accordance with this Section 503.

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(a) Each series of Notes shall pertain to one or more taxing units, as designated by the Treasurer pursuant to written order, and no two series of Notes shall pertain to the same taxing unit. A school district, intermediate school district, or community college district extending beyond the boundaries of a city in which it is located may, pursuant to written order of the Treasurer, be subdivided along the boundaries of one or more cities and each such subdivision shall be deemed a taxing unit for purposes of this Section 503.

(b) Separate sub-accounts shall be established in the County's 2010 Tax Payment Account. Each sub-account shall receive the proceeds of one and only one series of Notes, and amounts shall be disbursed from the sub-account to only those taxing units designated as being in that series.

(c) In the event Notes are issued for deposit into the Project Account established under Section 701, separate sub-accounts shall be established in the Project Account. Each sub-account shall receive the proceeds of one and only one series of Notes, and amounts shall be disbursed from the sub-account only to accounts, sub-accounts and/or taxing units designated as being in the series corresponding to the sub-account from which disbursement is being made.

(d) A separate sub-account shall be established in the County's 2010 Note Reserve Account for each series of Notes, into which shall be deposited the amount determined by the Treasurer under Section 103 or Section 703 with respect to the series. Each sub-account shall secure one and only one series.

(e) A separate sub-account shall be established in the County's 2010 Note Payment Account for each series of Notes. Each sub-account shall be allocated only those amounts described in Section 704 which pertain to the taxing units included in the series corresponding to the sub-account. Chargebacks received from a taxing unit pursuant to Section 905 shall be deposited in the sub-account corresponding to the series in which the taxing unit is included. Amounts held in each sub-account shall secure the debt represented by only those Notes included in the series corresponding to the sub-account, and disbursements from each sub-account may be applied toward the payment of only those Notes included in the series corresponding to the sub-account.

(f) The amounts in each sub-account established pursuant to this Section 503 shall secure only the Notes issued in the series for which such sub-account was established until such Notes and interest on such Notes are paid in full, after which any amounts remaining in such sub-account shall accrue to the County and shall no longer be pledged toward payment of the Notes.

**VI.
TAXABILITY OF INTEREST**

601. Federal Tax. The County acknowledges that the current state of Federal law mandates that the Notes be structured as taxable obligations. Consequently, the Notes shall, subject to Article X, be issued as obligations the interest on which is not excluded from gross income for purposes of Federal income tax.

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602. State of Michigan Tax. Consistent with the treatment accorded all obligations issued pursuant to Act 206, interest on the Notes shall be exempt from the imposition of the State of Michigan income tax and the State of Michigan single business tax, and the Notes shall not be subject to the State of Michigan intangibles tax.

603. Change in Federal Tax Status. In the event there is a change in the Federal tax law or regulations, or a ruling by the U.S. Department of Treasury or Internal Revenue Service establishes that the Notes may be issued as exempt from Federal income taxes or a change in Michigan law causes the Notes in the opinion of counsel to be exempt from federal income taxes, the Notes may be so issued.

VII.
FUNDS AND SECURITY

701. Delinquent Tax Project Account. If the Notes are issued and sold before the Treasurer has received certification from the taxing units of the amount of the Delinquent Taxes and if such certification is not reasonably anticipated in time to allow distribution of the proceeds of the Notes within 20 days after the date of issue, a 2010 Delinquent Tax Project Account (the "Project Account") shall be established by the Treasurer as a separate and distinct fund of the County within its general fund. The Project Account shall receive all proceeds from the sale of the Notes, including any premium or accrued interest received at the time of sale. The Project Account shall be held in trust by an escrow agent until the monies therein are disbursed in accordance with this Article VII. The escrow agent shall be a commercial bank, shall be located in Michigan, shall have authority to exercise trust powers, and shall have a net worth in excess of \$25,000,000. The form and content of the agreement between the County and the escrow agent shall be approved by the Treasurer. Subject to the following sentence, monies deposited in the Project Account shall be expended only (i) for the purpose of funding the Tax Payment Account established under Section 702 and (ii) to the extent permitted by Act 206, for the purpose of paying the expenses of the offering of the Notes. In the event the Treasurer by written order so directs, additional funding of the Project Account may be undertaken, and any surplus proceeds remaining in the Project Account after the Treasurer has completed the funding of the Tax Payment Account may be transferred to either the 2010 Note Reserve Account created under Section 703 or the 2010 Note Payment Account created under Section 704. Monies in the Project Account may be disbursed by the escrow agent to the County's 2010 Tax Payment Account at any time and from time to time, upon receipt of a written requisition signed by the Treasurer.

702. 2010 Tax Payment Account. The County's 2010 Tax Payment Account (the "Tax Payment Account") is hereby established as a distinct account within the Revolving Fund. The Treasurer shall designate all or a portion of the proceeds of the Notes, not to exceed the amount of Delinquent Taxes, for deposit in the Tax Payment Account. If, however, the proceeds of the Notes are initially deposited in the Project Account pursuant to Section 701, the Treasurer is instead authorized and directed to transfer monies included in the Project Account in accordance with the

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procedures set forth in Section 701. The County shall apply the monies in the Tax Payment Account to the payment of the Delinquent Taxes or expenses of the borrowing in accordance with Act 206. The allocation of monies from the Tax Payment Account may be made pursuant to a single, comprehensive disbursement or may instead be made from time to time, within the time constraints of Act 206, to particular taxing units as monies are paid into the Tax Payment Account, such that the source of the monies (whether from the County's own funds, from the proceeds of a tax exempt borrowing or from the proceeds of a taxable borrowing) may be traced to the particular taxing unit receiving the funds. Moreover, and regardless of whether multiple series of Notes are issued, the Tax Payment Account may be divided into separate sub-accounts in order to allow the Treasurer to designate which taxing units shall receive borrowed funds and which shall receive funds otherwise contributed by the County.

703. 2010 Note Reserve Account. In the event funding is provided as described in this Section 703, the Treasurer shall establish a 2010 Note Reserve Account (the "Note Reserve Account") as a distinct account within the Revolving Fund. After depositing all of the monies to fund the Tax Payment Account pursuant to Section 702, the Treasurer shall next transfer to the Note Reserve Account, either from the Project Account or directly from the proceeds of Notes, any proceeds remaining from the initial issuance of the Notes. In addition, the Treasurer may transfer unpledged monies from other County sources to the Note Reserve Account in an amount which, when added to any other amounts to be deposited in the Note Reserve Account, does not exceed the amount reasonably required for the Notes secured by the Reserve Account or, if less, 20% of the total amount of the Notes secured by the Reserve Account. Except as provided below, all monies in the Note Reserve Account shall be used solely for payment of principal of, premium, if any, and interest on the Notes to the extent that monies required for such payment are not available in the County's 2010 Note Payment Account. Monies in the Note Reserve Account shall be withdrawn first for payment of principal of, premium, if any, and interest on the Notes before County general funds are used to make the payments. All income or interest earned by, or increment to, the Note Reserve Account due to its investment or reinvestment shall be deposited in the Note Reserve Account. When the Note Reserve Account is sufficient to retire the Notes and accrued interest thereon, the Treasurer may order that the Note Reserve Account be used to purchase the Notes on the market, or, if the Notes are not available, to retire the Notes when due. If so ordered by the Treasurer, all or any specified portion of the Note Reserve Account may be applied toward the redemption of any Notes designated for redemption in accordance with Section 209.

704. 2010 Note Payment Account.

(a) The County's 2010 Note Payment Account is hereby established as a distinct account within the Revolving Fund. (The County's 2010 Note Payment Account, as supplemented by monies held in any interim account that are designated for transfer to the 2010 Note Payment Account, is herein referred to as the "Note Payment Account".) The Treasurer is directed to deposit into the Note Payment Account, promptly on receipt, those amounts described below in Paragraphs (i), (ii), (iv), and (v) that are not excluded pursuant to Subsection (c) below.

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Furthermore, the Treasurer may, by written order, deposit into the Note Payment Account all or any portion of the amounts described below in Paragraph (iii).

(i) All Delinquent Taxes.

(ii) All statutory interest on the Delinquent Taxes.

(iii) All property tax administration fees on the Delinquent Taxes, net of any amounts applied toward the expenses of this borrowing.

(iv) Any amounts which are received by the Treasurer from the taxing units within the County because of the unacceptability of the Delinquent Taxes.

(v) Any amounts remaining in the Project Account after the transfers to the Tax Payment Account and Note Reserve Account have been made as specified in Sections 702 and 703.

(b) Monies in the Note Payment Account shall be used by the County to pay principal of, premium, if any, and interest on the Notes as the same become due and payable.

(c)(i) The Treasurer may by written order provide that only a portion of the sums described above in Subsection (a) shall be deposited into the Note Payment Account and applied toward the payment of debt service on the Notes, in which event those sums which are withheld from the Note Payment Account shall be deposited into the Tax Payment Account or, pursuant to further order of the Treasurer, applied toward any other purpose consistent with Act 206. The portion of any sums described in Subsection (a) which are withheld from the Note Payment Account pursuant to this Subsection shall be determined in accordance with the following Paragraph.

(ii) Prior to the issuance of the Notes, the Treasurer may by written order specify a cut-off date not earlier than March 1, 2010, and only those sums payable to the Note Payment Account and received by the County after the cut-off date shall be applied to the Note Payment Account.

(d) The Treasurer may by written order provide that at such time as sufficient funds shall have been deposited into the Note Payment Account to pay all remaining amounts owed under the Notes the pledge on any additional monies otherwise payable to the Note Payment Account shall be discharged and such monies shall not be deposited into the Note Payment Account or otherwise pledged toward payment of the Notes.

(e) The Treasurer may by written order provide that in the event Notes are issued pursuant to Article III, amounts which would otherwise be included in the Note Payment Account or the Note Reserve Account (or any sub-account therein for a particular series of Notes) shall not include any amounts received by the County prior to the latest maturity date of any series of Notes previously issued under Article II and/or Article III.

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705. Limited Tax General Obligation and Pledge.

(a) The Notes shall be the general obligation of the County, backed by the County's full faith and credit, the County's tax obligation (within applicable constitutional and statutory limits) and the County's general funds. The County budget shall provide that if the pledged monies are not collected in sufficient amounts to meet the payments of the principal and interest due on the Notes, the County, before paying any other budgeted amounts, shall promptly advance from its general funds sufficient monies to pay such principal and interest.

(b) In addition, the monies listed below are pledged to the repayment of the Notes and, subject to Section 901, shall be used solely for repayment of the Notes until the principal of, premium, if any, and interest on the Notes are paid in full:

(i) All amounts deposited or earned in any Project Account, until disbursed in accordance with Section 701;

(ii) All net proceeds from the sale of the Notes deposited or earned in the Tax Payment Account, until disbursed in accordance with Section 702;

(iii) All amounts deposited in the Note Payment Account pursuant to Section 704(a);

(iv) All amounts deposited in the Note Reserve Account;

(v) All amounts earned from the investment of monies held in the Note Payment Account or the Note Reserve Account; and

(vi) Any supplemental monies placed in the Note Payment Account and drawn in the discretion of the Treasurer from unpledged sums in the revolving funds which pledge shall be subject to such limitations or exceptions as shall be set forth in the written order of the Treasurer.

(c) If the Notes shall be issued in various series pursuant to Article V, this pledge shall in the case of any independently secured series extend only to monies in accounts or sub-accounts pertaining to the particular series.

(d) If the amounts so pledged are not sufficient to pay the principal and interest when due, the County shall pay the same from its general funds or other available sources. Pursuant to written order of the Treasurer, the County may later reimburse itself for such payments from the Delinquent Taxes collected.

706. Security for Renewal, Refunding or Advance Refunding Notes. Renewal, refunding, or advance refunding Notes shall be secured by all or any portion of the same security securing the Notes being renewed, refunded or advance refunded. The monies pledged in Section 705 for the repayment of the Notes are also pledged for the repayment of the principal of, premium, if any, and interest on any renewal, refunding, or advance refunding Notes issued pursuant to this Resolution, and any such renewal,

RESOLUTION #10-

refunding, or advance refunding Notes shall be the general obligation of the County, backed by its full faith and credit, which shall include the tax obligation of the County, within applicable constitutional and statutory limits.

707. Use of Funds after Full Payment or Provision for Payment. After all principal of, premium, if any, and interest on the Notes have been paid in full or provision made therefor by investments of pledged amounts in direct noncallable obligations of the United States of America in amounts and with maturities sufficient to pay all such principal, premium, if any, and interest when due, any further collection of Delinquent Taxes and all excess monies in any fund or account of the Revolving Fund, and any interest or income on any such amounts, may, pursuant to written order of the Treasurer and subject to Article V, be used for any proper purpose within the Revolving Fund including the securing of subsequent issues of notes.

**VIII.
SUPPLEMENTAL AGREEMENTS**

801. Supplemental Agreements and Documents. The Treasurer, on behalf of the County, is authorized to enter into any or all of the following agreements or commitments as may, in the Treasurer's discretion, be necessary, desirable or beneficial in connection with the issuance of the Notes, upon such terms and conditions as the Treasurer may determine appropriate:

(a) A letter of credit, line of credit, repurchase agreement, note insurance, or similar instrument, providing backup liquidity and/or credit support for the Notes;

(b) A reimbursement agreement, revolving credit agreement, revolving credit note, or similar instrument, setting forth repayments of and security for amounts drawn under the letter of credit, line of credit, repurchase agreement or similar instrument;

(c) A marketing, remarketing, placement, authenticating, paying or tender agent agreement or dealer agreement designating a marketing, remarketing, authenticating, paying, tender or placement agent or dealer and prescribing the duties of such person or persons with respect to the Notes; and

(d) A put agreement or provision allowing the purchaser of the Notes to require the County to repurchase the Notes upon demand at such times as may be provided in such put agreement or provision.

(e) An agreement to use amounts formerly pledged to other years borrowings as security for the Notes when no longer so pledged.

802. Revolving Credit Notes. If the Treasurer enters into a revolving credit agreement (the "Agreement") pursuant to Section 801 above, the Agreement may call for the issuance of one or more revolving credit notes (the "Revolving Credit Notes") for the purpose of renewing

RESOLUTION #10-

all or part of maturing Notes or Notes that have been put pursuant to a put agreement or provision. Such Revolving Credit Notes shall be issued pursuant to Article II or III, as appropriate, and in accordance with the following provisions:

(a) Interest on the Revolving Credit Notes may be payable on maturity, on prior redemption, monthly, bimonthly, quarterly, or as otherwise provided in the Agreement.

(b) The Revolving Credit Notes may mature on one or more date or dates not later than the final maturity date of the Notes, as provided in the Agreement.

(c) The Treasurer may, at the time of the original issuance of the Notes, execute and deliver one Revolving Credit Note in a maximum principal amount not exceeding the lending commitment under the Agreement from time to time in force (and may substitute one such Note in a lesser principal amount for another in the event the lending commitment is reduced), provided that a schedule shall be attached to such Note on which loans and repayments of principal and interest are evidenced and further provided that the making of a loan and the evidencing of such loan on the schedule of any such Note shall constitute the issuance of a renewal Note for the purposes of this Resolution.

**IX.
MISCELLANEOUS PROVISIONS**

901. Expenses. Expenses incurred in connection with the Notes shall be paid from the property tax administration fees collected on the Delinquent Taxes and, if so ordered by the Treasurer, from any earnings on the proceeds of the offering or from other monies available to the County.

902. Bond Counsel. The Notes (and any renewal, refunding or advance refunding Notes) shall be delivered with the unqualified opinion of Axe & Ecklund, P.C., attorneys of Grosse Pointe Farms, Michigan, bond counsel chosen by the Treasurer, which selection may, at the option of the Treasurer, be for one or more years.

903. Financial Consultants. Stauder, BARCH & ASSOCIATES, Inc., Ann Arbor, Michigan, is hereby retained to act as financial consultant and advisor to the County in connection with the sale and delivery of the Notes.

904. Complete Records. The Treasurer shall keep full and complete records of all deposits to and withdrawals from each of the funds and accounts in the Revolving Fund and any account or sub-account created pursuant to this Resolution and of all other transactions relating to such funds, accounts and sub-accounts, including investments of money in, and gain derived from, such funds and accounts.

905. Chargebacks. If, by the date which is three months prior to the final maturity date of the Notes, sufficient monies are not on deposit in the Note Payment Account and the Note Reserve Account to pay all

RESOLUTION #10-

principal of and interest on the Notes when due, Delinquent Taxes not then paid or recovered at or prior to the latest tax sale transacted two or more months before the final maturity of the Notes shall, if necessary to ensure full and timely payment on the date of final maturity, be charged back to the local units in such fashion as the Treasurer may determine, and, subject to Article V, the proceeds of such chargebacks shall be deposited into the County's 2010 Note Payment Account no later than five weeks prior to the final maturity of the Notes. This Section 905 shall not be construed to limit the authority of the Treasurer under State law to charge back under other circumstances or at other times.

906. Investments. The Treasurer is authorized to invest all monies in the Project Account, in the Revolving Fund or in any account or sub-account therein which is established pursuant to this Resolution in any one or more of the investments authorized as lawful investments for counties under Act No. 20, Public Acts of 1943, as amended. The Treasurer is further authorized to enter into a contract on behalf of the County under the Surplus Funds Investment Pool Act, Act No. 367, Michigan Public Acts of 1982, as amended, and to invest in any investment pool created thereby monies held in the Project Account, in the Revolving Fund, or in any account or sub-account therein which is established pursuant to this Resolution.

907. Mutilated, Lost, Stolen or Destroyed Notes. In the event any Note is mutilated, lost, stolen, or destroyed, the Treasurer may, on behalf of the County, execute and deliver, or order the Registrar or Paying Agent to authenticate and deliver, a new Note having a number not then outstanding, of like date, maturity and denomination as that mutilated, lost, stolen or destroyed. In the case of a mutilated Note, a replacement Note shall not be delivered unless and until such mutilated Note is surrendered to the Treasurer or the Registrar or Paying Agent. In the case of a lost, stolen, or destroyed Note, a replacement Note shall not be delivered unless and until the Treasurer and the Registrar or Paying Agent shall have received such proof of ownership and loss and indemnity as they determine to be sufficient.

ARTICLE X.
TAX-EXEMPT NOTES OR REFUNDING

1001. Refunding of Taxable Debt or Issuance of Tax-Exempt Debt. The County acknowledges that the current state of Federal law precludes the issuance of the Notes as obligations the interest on which is exempt from Federal income tax. However, the County presently contemplates either that anticipated amendments to the Internal Revenue Code of 1986 (the "Code") and/or the Treasury Regulations issued thereunder (the "Regulations") or a change in Michigan law changing the character of the Notes may in the future permit the issuance of general obligation limited tax notes on a tax-exempt basis, and, in view of this expectation, the County, through the offices of the Treasurer, shall issue tax-exempt notes or issue obligations to refund any or all outstanding Notes issued as taxable obligations, at the time, on the terms, and to the extent set forth in this Article X.

RESOLUTION #10-

1002. Timing of Refunding. The aforementioned refunding obligations (the "Refunding Notes") shall be issued after the effective date of any change in the Code, Regulations, Internal Revenue Service pronouncements or judicial rulings which, as confirmed by the written opinion of bond counsel, permit the refunding of all or some of the outstanding Notes with proceeds from obligations the interest on which is excluded from gross income for purposes of Federal income tax.

1003. Extent of Refunding. Subject to the other provisions of this Section 1003, the Refunding Notes shall refund all Notes outstanding at or after the effective date of any change in the law described in Section 1002. This Section 1003 shall not, however, be construed to require the refunding of any Note prior to the time such Note may be refunded on a tax-exempt basis, nor shall this Section 1003 be construed to require the refunding of any Note, if that refunding would result in greater cost to the County (including interest expense, professional fees and administrative outlays) than would arise if the Note were to remain outstanding.

1004. Confirmatory Action. Subsequent to any change in the law described in Section 1002, the Board shall convene to consider any terms of the Refunding Notes requiring specific ratification by the Board.

1005. Arbitrary Covenant and Tax Law Compliance. In the event tax-exempt Notes or Refunding Notes are issued pursuant to this Article X, the following covenants shall be observed by the County:

(i) the County will make no use of the proceeds of the Notes or Refunding Notes and will undertake no other intentional act with respect to the Notes or Refunding Notes which, if such use or act had been reasonably expected on the date of issuance of the Notes or Refunding Notes or if such use or act were intentionally made or undertaken after the date of issuance of the Notes or Refunding Notes, would cause the Notes or Refunding Notes to be "arbitrary bonds," as defined in Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), in the Regulations promulgated under Sections 103 and 148 of the Code or in any successor or supplementary provision of law hereinafter promulgated,

(ii) the County will undertake all actions as shall be necessary to maintain the Notes or Refunding Notes as obligations the interest on which qualifies for the tax exemption provided by Section 103(a) of the Code, including, where appropriate and without limitation, filing informational returns with the Secretary of Treasury, keeping accurate account of all monies earned in any fund, account or sub-account authorized by this Resolution or any resolution adopted in accordance with Section 1004 above, certifying cumulative cash flow deficits of the County and the local units, and investing any required portion of the gross proceeds of the Notes or Refunding Notes, whether on behalf of the County or the local units, in tax-exempt obligations or State and Local Government Series obligations, and

(iii) the County will make timely payment to the United States of any investment earnings, realized by the County on the gross proceeds of the Notes or Refunding Notes, as may be subject to rebate

RESOLUTION #10-

under Section 148(f) of the Code, and, to the extent required under applicable law or deemed by the Treasurer to be in the best interest of the County pursuant to written order, the County's obligation to make such payment to the United States shall also account for excess investment earnings realized by local units on all or a portion of the gross proceeds distributed to, and held by, the local units pursuant to Section 702.

(iv) the Treasurer shall be directed to take such actions and to enter into such agreements and certifications, on behalf of the County, as the Treasurer shall deem necessary or appropriate to comply with the foregoing covenants.

1006. Undertaking to Provide Continuing Disclosure. If necessary, this Board of Commissioners, for and on behalf of the County of Ingham, hereby covenants and agrees, for the benefit of the beneficial owners of the Notes to be issued by the County, to enter into a written undertaking (the "Undertaking") required by Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be substantially in the form as approved by the Underwriter of the Notes. The Undertaking shall be enforceable by the beneficial owners of Notes or by the Underwriter on behalf of such beneficial owners (provided that the Underwriter's right to enforce the provisions of the Undertaking shall be limited to a right to obtain specific enforcement of the County's obligations hereunder and under the Undertaking), and any failure by the County to comply with the provisions of the Undertaking shall not be deemed a default with respect to the Notes.

The County Treasurer or other officer of the County charged with the responsibility for issuing the Notes shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the terms of the County's Undertaking.

Discussion followed. A vote was thereupon taken on the foregoing resolution and was as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

A sufficient majority having voted therefor, the resolution appearing above was adopted.

RESOLUTION #10-

STATE OF MICHIGAN

COUNTY OF INGHAM

I, _____, Clerk for the County of Ingham, do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted by the Board of Commissioners of the County of Ingham, Michigan on _____, ____ as appears on record in my office, and that I have compared the same with the original and that it is a true transcript therefrom and of the whole thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the sale of said County at Mason, Michigan this _____ day of _____, ____.

_____, Ingham County Clerk

[SEAL]

FINANCE: Yeas: Grebner, Tennis, Bahar-Cook, Schor, Holman, Dougan
Nays: None **Absent:** None **Approved 3/17/10**

Introduced by the Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION DESIGNATING MARCH, 2010 AS “CERTIFIED GOVERNMENT FINANCIAL
MANAGER MONTH” IN INGHAM COUNTY**

RESOLUTION #10-

WHEREAS, the Greater Lansing Chapter of the Association of Government Accountants is a professional organization, part of the Association of Government Accountants (AGA); and

WHEREAS, the AGA has a network of 15,000 members in 100 chapters in the United States and around the world, with approximately 200 active members in Michigan representing state, federal, municipal, and private sector accountants, auditors, and financial managers; and

WHEREAS, Greater Lansing Chapter members have responded to AGA’s mission of advancing government accountability, as it continues its broad educational efforts, with emphasis on high standards of conduct, honor, and character in its Code of Ethics; and

WHEREAS, Greater Lansing Chapter members are making significant advances both in professional ability and in service to the citizens of Michigan by mastering increasingly technical and complex requirements; and

WHEREAS, the Certified Government Financial Manager (CGFM) program of AGA provides a means of demonstrating professionalism and competency by requiring CGFM candidates to have appropriate educational and employment history, to abide by AGA’s Code of Ethics, and to pass a three examinations requiring expertise in Governmental Environment, Governmental Financial Management and Control, and Governmental Accounting, Financial Reporting and Budgeting; and

WHEREAS, each CGFM holder is required to maintain certification by completing at least 80 hours of continuing professional education in government financial management topics or related technical subjects every two years.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby designates the month of March, 2010 as “Certified Government Financial Manager Month” in Ingham County.

FINANCE: Yeas: Grebner, Tennis, Bahar-Cook, Schor, Holman, Dougan

Nays: None **Absent:** None **Approved 3/17/10**

Introduced by the Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION SUPPORTING LEGAL SERVICES OF SOUTH CENTRAL MICHIGAN IN THEIR
EFFORTS TO BROADEN THE AWARENESS OF THE EFFECTS OF DOMESTIC VIOLENCE ON
CHILDREN**

RESOLUTION #10-

WHEREAS, EVE's, Inc. and Legal Services of South Central Michigan co-sponsored a grant from the Avon Corporation Foundation; and

WHEREAS, the scope of the grant is to educate the Judges, Michigan State Bar, Friend of the Court and the public about the effects of domestic violence on children; and

WHEREAS, with over 400 agencies applying nationally, EVE, Inc. and Legal Services of South Central Michigan were one of 15 agencies to receive the grant; and

WHEREAS, EVE, Inc. and Legal Services of South Central Michigan will equally split a one year grant in the amount of \$50,000, with the possibility of a continuation grant for a second year, which they hope to use in conjunction with the Safe Haven Program; and

WHEREAS, Legal Services of South Central Michigan will host at least one legal training program presenting information on the effects of domestic violence on children and the need for supervised and safe visitation for the family, or for the need of safe exchange of the children from one parent to the other.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby supports Legal Aid of South Central Michigan in their efforts to educate the Judges, Michigan State Bar, Friend of the Court and the public about the effects of domestic violence on children.

BE IT FURTHER RESOLVED, that the Board partners with Legal Aid of South Central Michigan, at no cost to the County, to help inform the community of the devastation caused by domestic violence in order to help reduce such incidents in the future.

FINANCE: Yeas: Grebner, Tennis, Bahar-Cook, Schor, Holman, Dougan

Nays: None **Absent:** None **Approved 3/17/10**

Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION HONORING SALLY HERRIFF

RESOLUTION #10-

WHEREAS, Sally Herriff began her career with Ingham County in March 1988, as a part-time Clerk Typist in the Project Health Unit of the Ingham County Health Department; and

WHEREAS, in August 1992, she became a full-time Clerk Typist in the EPSDT Unit in the Health Department; and

WHEREAS, in October 1992, she transferred to the Child Health Clinic in the Health Department; and

WHEREAS, in May 1994, she was promoted to a Clerk position in the Immunization Clinic of the health Department; and

WHEREAS, in December 1997, she was reclassified as a Community Health Representative II in the Immunization Clinic; and

WHEREAS, during her employment as Community Health Representative II, Sally Herriff dedicated herself to helping those who received care at the Ingham County Health Department. She was a dependable and caring colleague who believed in being accountable to the families she served and to her fellow employees.

WHEREAS, Sally Herriff has a heart for people, whether giving a gentle smile or speaking an encouraging word to a harried mother. Her motto was "Do unto others as you would have them do unto you;" a belief she demonstrated daily. We were privileged to witness and benefit from Sally's grace, courage, and strength.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby honors Sally Herriff for her many years of dedicated service to the County of Ingham and for the contributions she has made to the Ingham County Health Department.

BE IT FURTHER RESOLVED, that the Board wishes her continued success in all of her future endeavors.

HUMAN SERVICES: Yeas: McGrain, Davis, Tennis, Nolan, Koenig, Vickers

Nays: None **Absent:** None **Approved 3/15/10**

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AMEND THE INGHAM HEALTH PLAN CORPORATION ADMINISTRATIVE SERVICES AGREEMENT AND CREATE A NURSE CASE MANAGER POSITION

RESOLUTION #10-

WHEREAS, the Ingham Health Plan Corporation contracts with the Health Department for Administrative Services for Ingham Health Plan's coverage programs; and

WHEREAS, the Ingham Health Plan Corporation Board of Directors has requested the Health Department provide additional services to increase quality and decrease cost; and

WHEREAS, the provision of these additional services requires the creation of a Nurse Case Manager position (ICEA PHN Grade 3); and

WHEREAS, this position will not require General Fund support as the Ingham Health Plan Corporation has agreed to an increased rate for these additional services; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize the amendment to the Ingham Health Plan Service Agreement to include these additional services and increase the rate; and

WHEREAS, the Health Officer, recommends that the Board of Commissioners authorize the creation of a Nurse Case Manager position (ICEA PHN Grade 3) and the purchase of a computer for this position.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the amendment of the Ingham Health Plan Corporation Administrative Services Agreement and the creation of a Nurse Case Manager position (ICEA PHN Grade 3), effective upon the passage of this resolution.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the purchase of a computer for the Nurse Case Manager position.

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

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

HUMAN SERVICES: Yeas: McGrain, Davis, Tennis, Nolan, Koenig, Vickers

Nays: None **Absent:** None **Approved 3/15/10**

COUNTY SERVICES: Yeas: Copedge, Schor, Celentino, Grebner, McGrain, Vickers

Nays: None **Absent:** None **Approved 3/16/10**

FINANCE: Yeas: Grebner, Tennis, Bahar-Cook, Schor, Holman, Dougan

Nays: None **Absent:** None **Approved 3/17/10**

Introduced by the Law Enforcement and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO ENTER INTO A CONTRACT WITH THE CITY OF LANSING AND TO ACCEPT
THE FY2008 HOMELAND SECURITY GRANT PROGRAM FUNDS**

RESOLUTION #10-

WHEREAS, the Ingham County Office of Homeland Security & Emergency Management has applied for and has been approved to receive grant funds from the FY2008 Department of Homeland Security (DHS), Homeland Security Grant Program; and

WHEREAS, the purpose of these grant funds is to purchase equipment and to provide training in the Homeland Security & Emergency Management field; and

WHEREAS, the total amount of grant funds available to Ingham County agencies is \$157,358.72 from the State Homeland Security Program (SHSP) and \$52,452.90 from the Law Enforcement Terrorism Prevention Program (LETPP) for a total of \$209,811.62; and

WHEREAS, there are a number of projects benefiting Ingham County agencies, presently approved or pending approval by the State of Michigan; and

WHEREAS, the City of Lansing has agreed to be the fiduciary agent for these grant funds.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes entering into a contract with the City of Lansing, to be the fiduciary agent for the FY2008 Department of Homeland Security, Homeland Security Grant Program, and the acceptance of grant funds not to exceed \$117,516, for the following Ingham County grant funded projects to be expended by March 31, 2011:

Health Department: \$8,500

Proximity Door card readers, \$5,000.00

Re-imbursement for H1N1 exercise expenses, \$500.00

Portable road signs, \$3,000.00

Ingham County HazMat Team / Regional Response Team: \$10,112

Roadway Safety Equipment, \$4,730.00

Atmospheric Monitoring Equipment, \$5,382.00

Ingham County Office of Homeland Security & Emergency Management: \$98,904

Rural Alert & Warning sirens, \$39,800.00

Emergency Response vehicle, \$35,000.00

Dive Team inflatable boat, \$5,000.00

Dive Team Suit enhancements, \$19,104.00

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners directs the Controller/Administrator to make any necessary budget adjustments to the Ingham County Health Department, Ingham County Office of Homeland Security & Emergency Management 2010 Emergency Operations Grants and Ingham County HazMat Team budgets pending final approval by the State of Michigan.

RESOLUTION #10-

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

LAW ENFORCEMENT: Yeas: Holman, Copedge, Celentino, Bupp, Schafer
Nays: None **Absent:** Koenig **Approved 3/11/10**

FINANCE: Yeas: Grebner, Tennis, Bahar-Cook, Schor, Holman, Dougan
Nays: None **Absent:** None **Approved 3/17/10**

Introduced by the Law Enforcement and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A CONTRACT WITH DONOVAN & SMITH MARKETING AND MEDIA INCORPORATED FOR THE PURPOSE OF A FUNDRAISING CAMPAIGN FOR THE ANIMAL CONTROL DEPARTMENT

RESOLUTION #10-

WHEREAS, the Ingham County Animal Control (ICAC) Department is dedicated to ensuring a safe environment along with clean and healthy facilities for animals, it requires adequate and necessary supplies, medicines, equipment and veterinary care to meet those needs; and

WHEREAS, each year, more-than 4,500 animals require shelter at ICAC and over 1,100 of those animals are either injured or seriously ill and require immediate veterinary attention and or surgery; and

WHEREAS, as a result of limited resources and budget cut backs the ICAC is seeking additional funding through fundraising efforts to increase funding to the Animal Care Fund to assist in expenses associated with veterinary care, surgeries, supplies, medicines and equipment; and

WHEREAS, the Ingham County Animal Control has obtained three quotes from three reputable media vendors WLNS, Comcast, and Donovan & Smith to perform the media campaign; and

WHEREAS, the Ingham County Animal Control Department has identified Donovan & Smith Marketing and Media Incorporated as a Marketing firm qualified to conduct this media fundraising campaign and has funds within their Animal Care Fund that were specifically designated for this purpose; and

WHEREAS, the Animal Care Fund supporters have donated \$8,000.00 to the Ingham County Animal Control Department toward the cost of a fundraising campaign to address these issues.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the \$8,000.00 to be used by the Animal Control Department toward the cost of a media fundraising campaign.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes a contract with Donovan & Smith Marketing and Media Incorporated, at the cost of not to exceed \$8,000, to be completed during the time period of March 25, 2010 through June 25, 2010.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary budgetary adjustments to transfer \$8,000.00 in donation monies to the Animal Control Department's 2010 Budget for this purpose.

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

RESOLUTION #10-

LAW ENFORCEMENT: Yeas: Holman, Copedge, Celentino, Bupp, Schafer
Nays: None **Absent:** Koenig **Approved 3/11/10**

FINANCE: Yeas: Grebner, Tennis, Bahar-Cook, Schor, Holman, Dougan
Nays: None **Absent:** None **Approved 3/17/10**

Introduced by the Law Enforcement and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AUTHORIZING A BATTERY REPLACEMENT PROJECT FOR THE PUBLIC
SAFETY WIRELESS VOICE COMMUNICATION SYSTEM**

RESOLUTION #10-

WHEREAS, the Ingham County Board of Commissioners operates the Ingham County Public Safety Radio Communications System; and

WHEREAS, the Systems Administrator and 911 Advisory Board have identified a plan for a Battery Replacement Project and subsequent purchase orders to replace the batteries for the UPS Systems at all the tower sites and the two 911 Dispatch Centers for the Public Safety Wireless Voice Communication System; and

WHEREAS, the 911 Advisory Board is recommending that the Ingham County Board of Commissioners fund this request from the 911 Emergency Telephone Dispatch Services - Ingham County Public Safety Radio Communications System Project Budget.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes purchase orders for up to \$7,750 for the Battery Replacement Project for the purchase of up to 630 replacement batteries from Batteries Plus for the Public Safety Wireless Voice Communication System.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary budgetary transfers of these funds from the 911 Emergency Telephone Dispatch Services - 911 Fund for Management and System Improvements as part of the maintenance of the Public Safety Radio Communications System in Ingham.

LAW ENFORCEMENT: Yeas: Holman, Copedge, Celentino, Bupp, Schafer
Nays: None **Absent:** Koenig **Approved 3/11/10**

FINANCE: Yeas: Grebner, Tennis, Bahar-Cook, Schor, Holman, Dougan
Nays: None **Absent:** None **Approved 3/17/10**

Introduced by the Law Enforcement and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION EXPRESSING THE BOARD OF COMMISSIONERS INTENT TO WORK WITH
STAKEHOLDERS TO FOCUS ON JAIL AND COURT RESOURCE UTILIZATION TO REDUCE
COSTS AND BRING ABOUT EFFICIENCIES IN THE JUSTICE SYSTEM, AND AUTHORIZING A
CONTRACT WITH LUMINOSITY SOLUTIONS**

RESOLUTION #10-

WHEREAS, The Ingham County Justice System depends on numerous criminal justice programs to use county resources effectively to deliver justice and keep our residents safe. The Ingham Board recognizes the interdependence of the programs and activities of the criminal justice stakeholders, such as the Circuit Court, the District Court, the Prosecutor's Office, the Sheriff's Department, Community Corrections, and others, and

WHEREAS, the Ingham County Board of Commissioners has previously established the following area of priority in developing the County Budget:

Providing Appropriate Sanctions for Adult Offenders

Encourage the use of appropriate sanctions for adults in order to foster appropriate behavior and reduce criminal recidivism, and to reduce incidents of jail overcrowding, using strategies such as supporting implementation of recommendations of the Jail Overcrowding Subcommittee and Community Corrections Advisory Board as well as working with community partners such as Mid-South Substance Abuse Commission to facilitate treatment of substance abuse disorders, develop and use a data tracking system focusing on system volume and trends, supporting appropriate usage of existing probation residential services, to increase the usage of GPS/tethering equipment, and using improved information collection, automation, record keeping, and information exchange between departments. This information will be used to help improve jail utilization.

WHEREAS, the Ingham County Board of Commissioners intends to heighten its commitment during 2010 to jail and court resource utilization that reduces costs and enhances the criminal justice system. The Board requests that the stakeholders, join the Board to work in a step by step manner, identifying focus areas to determine causes of resource underutilization and implementing activities that result in enhanced resource utilization. The goal is to begin the discussions now and implement improved resource management as soon as possible, and

WHEREAS, As one of the first steps, enhancements to pretrial services practices will be taken up, and the Board will contract with a nationally known consultant to provide the County with specific solutions that have worked well in other communities. Luminosity Solutions has presented Ingham County with a proposal to do an informal assessment that will focus on the pretrial jail population and provide recommendations on opportunities to enhance the utilization of pretrial services practices; and

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes a contract not to exceed \$4,740 with Luminosity Solutions for a three-day period within a three-month overall time-frame for the purpose of reviewing certain aspects of the Ingham County Criminal Justice System and providing recommendations to responsibly manage the jail population while maintaining public safety and the integrity of the judicial process.

RESOLUTION #10-

BE IT FURTHER RESOLVED, funding for the contract with Luminosity Solutions should be found within 2010 departmental budgets with input from stakeholders, however, if necessary, is authorized from the Contingency Fund for the contract.

BE IT FURTHER RESOLVED, it is the intent of the Ingham County Board of Commissioners to partner with criminal justice agencies within Ingham County to find collaborative alternatives of what can be accomplished, including the recommendations from Luminosity Solutions to effectively manage the jail population while maintaining public safety and the integrity of the judicial process.

BE IT FURTHER RESOLVED, the Controller is also directed to work with criminal justice agencies within Ingham County to present a list of actionable alternatives to the Ingham County Board of Commissioners as soon as possible, to help identify areas of concern and begin system enhancements that focus on utilization of existing jail and court resources to reduce costs and improve the justice system;

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

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

LAW ENFORCEMENT: Yeas: Holman, Koenig, Copedge, Celentino, Bupp, Schafer
Nays: None **Absent:** None **Approved 3/11/10**

FINANCE: Yeas: Grebner, Tennis, Bahar-Cook, Schor, Holman, Dougan
Nays: None **Absent:** None **Approved 3/17/10**