

CHAIRPERSON  
DEBBIE DE LEON

VICE-CHAIRPERSON  
DALE COPEEDGE

VICE-CHAIRPERSON PRO-TEM  
RANDY SCHAFFER

COUNTY SERVICES COMMITTEE  
VICTOR CELENTINO, CHAIR  
CAROL KOENIG  
DIANNE HOLMAN  
DALE COPEEDGE  
MARK GREBNER  
DONALD VICKERS

## **INGHAM COUNTY BOARD OF COMMISSIONERS**

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

THE COUNTY SERVICES COMMITTEE WILL MEET ON TUESDAY, MARCH 17, 2009 AT 7:00 P.M., IN THE PERSONNEL CONFERENCE ROOM (D & E), HUMAN SERVICES BUILDING, 5303 S. CEDAR, LANSING.

### Agenda

Call to Order

Approval of the [March 3, 2009](#) Minutes

Additions to the Agenda

Limited Public Comment

1. Appointment – Resolution Making an Appointment to the Ingham County [Fair Board](#)
2. Register of Deeds – Resolution to Establish the Position of Community Outreach Coordinator in the Office of the [Register of Deeds](#)
3. Health Department - Resolution Authorizing the Award of a Contract with Hobbs and Black Associates, Inc. for [Architectural and Engineering Services](#) for Improvements to the Human Services Building
4. Facilities Department – Resolution Authorizing the Continuation of Electrical Improvements in the Main Arena at the Ingham County [Fairgrounds](#) to be Performed by R. M. Electric, Inc.
5. Human Resources Department
  - a. Resolution Approving a Collective Bargaining Agreement with the FOP Animal Control Officers and [Animal Shelter Operators](#)
  - b. Resolution Approving a Collective Bargaining Agreement with the Ingham County Employees' Association for [Park Rangers](#)
  - c. Resolution to Authorize Replacement of Two (2) Insurance Vacancies within the Ingham County [Human Resources Department](#)
  - d. Severance Pay for Human [Resources Employee](#)
6. Financial Services Department – Resolution Establishing a [Revised Travel, Vehicle](#) and Employee Reimbursement Policy

7. Commissioner Andy Schor and the County Services Committee - Resolution Authorizing the Release of an Attorney/Client **Privileged Communication** - (*Material will be distributed at the meeting.*)
8. County Services Committee
  - a. Resolution Establishing an Ingham County **Procurement Policy** and Purchasing Protocols
  - b. Resolution in Honor of the 2009 **State Arbor Day** Celebration
  - c. Resolution Congratulating the **State News** on the Event of Their 100<sup>th</sup> Anniversary
  - d. Resolution Honoring **Sam Brooks**
  - e. Resolution Honoring **Ralph and Gerry Shuck**
9. Controller's Office - Resolution to Amend the 2009 Ingham County Budget, to Implement a Hiring Freeze for Ingham County **General Fund Positions**, and to Encourage Employee Voluntary Time Off Without Pay

Announcements      **PLEASE TURN OFF CELL PHONES OR OTHER ELECTRONIC**  
Public Comment      **DEVICES OR SET TO MUTE OR VIBRATE TO AVOID**  
Adjournment          **DISRUPTION DURING THE MEETING**

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

## COUNTY SERVICES COMMITTEE

March 3, 2009

### Minutes

Members Present: Victor Celentino, Carol Koenig, Dianne Holman, Dale Copedge, Mark Grebner, Donald Vickers and Board Chairperson Debbie DeLeon

Members Absent: None

Others Present: Matthew Myers, Tony Lindsey, Jim Hudgins, Rick Terrill, Marcus Cheatham, Tom Shewchuk, Renee Canady, Becky Bennett, Paul Kindel, Sue Pigg, Sally Auer and others

The meeting was called to order by Chairperson Celentino at 6:02 p.m. in the Personnel Conference Room of the Human Services Building, 5303 S. Cedar, Lansing.

#### Approval of the February 17, 2009 Minutes

MOVED BY COMM. VICKER, SUPPORTED BY COMM. KOENIG, TO APPROVE THE FEBRUARY 17 MINUTES AS AMENDED. MOTION CARRIED UNANIMOUSLY.

The Minutes were amended on page one in Others Present: Tony Lindsey was added.

Additions to the Agenda: None

#### Limited Public Comment

Ms. Auer, UAW Chairperson, stated she was here to support items 4a and 4b for the Health Department.

MOVED BY COMM. VICKERS, SUPPORTED BY COMM. GREBNER, TO APPROVE A CONSENT AGENDA FOR THE FOLLOWING ITEMS:

3. Ingham County Agricultural Preservation Board – Ingham County Agricultural Preservation Board Annual Report 2008
4. Health Department
  - a. Resolution to Authorize a Reorganization in the Disease Control, Public Health Nursing, and Planning and Special Services Division of the Health Department
  - b. Resolution to Authorize Staffing Changes in the Special Supplemental Nutrition Program for Women, Infants and Children

5. Facilities Department – Resolution Authorizing the Installation of a Chilled Water Pump at the Ingham County Jail to be Performed by Myers Plumbing & Heating, Inc.
6. Management and Information Services Department
  - a. Resolution to Authorize Entering into a Contract to Provide Network Services to the Ingham Intermediate School District (IISD)
  - b. Resolution to Approve the Renewal of the Avaya Annual Support Agreement
7. Human Resources Department
  - a. Resolution Authorizing Compensation Modifications to the Managerial/Confidential Personnel Manual for 2010 and 2011
  - b. Resolution Approving Annual 2011 Compensation for Non-Judicial County-Wide Elected Officials
- 8b. County Services Committee - Resolution Declaring March 31, 2009 as “Cesar E. Chavez Day” in Ingham County

MOTION CARRIED UNANIMOUSLY.

MOVED BY COMM. VICKERS, SUPPORTED BY COMM. GREBNER, TO APPROVE THE ITEMS ON THE CONSENT AGENDA. MOTION CARRIED UNANIMOUSLY.

1. Interviews and Appointments
  - a. Ingham County Fair Board

The Committee interviewed the following applicants for a position on the Ingham County Fair Board:

Manuel Delgado, Jr.	Gerald Kinne
Erika Jackson	Tim Fischer

- b. Women’s Commission

The Committee interviewed Rory Neuner and Deborah Neuman for a position on the Women’s Commission.

MOVED BY COMM. VICKERS, SUPPORTED BY COMM. COPEDGE, TO RECOMMEND THE APPOINTMENTS OF RORY NEUNER AND DEBORAH NEUMAN TO THE WOMEN’S COMMISSION. MOTION CARRIED UNANIMOUSLY.

- c. Parks Commission – Letter of Recommendation for the Zoo Board Appointment from the Parks Commission

Chairperson Celentino informed the Committee that the Ingham County Parks & Recreation Commission recommends Mark Pischea for the Potter Park Zoo Board. Ms. Bennett stated Mr. Bennett just phoned her to indicate his support for Mr. Pischea.

MOVED BY COMM. GREBNER, SUPPORTED BY COMM. VICKERS, TO ACCEPT THE INGHAM COUNTY PARKS & RECREATION COMMISSION TO RECOMMEND THE APPOINTMENT OF MARK PISCHEA TO THE POTTER PARK ZOO BOARD.

**COMM. GREBNER DISCLOSED THAT MARK PISCHEA IS ASSOCIATED WITH HIS FIRM.**

- 2. Economic Development Corporation – Resolution Requesting the Ingham County Board of Commissioners to Approve a Contract for Business Sustainability Services Between the County of Ingham and Dru Mitchell

MOVED BY COMM. GREBNER, SUPPORTED BY COMM. VICKERS, TO APPROVE THE RESOLUTION REQUESTING THE INGHAM COUNTY BOARD OF COMMISSIONERS TO APPROVE A CONTRACT FOR BUSINESS SUSTAINABILITY SERVICES BETWEEN THE COUNTY OF INGHAM AND DRU MITCHELL.

Comm. Holman asked if the Contract was updated recently. Ms. Pigg said the Contract has been updated. The scope of services has been revised to strengthen our business sustainability program. Ms. Pigg reviewed some of the clauses in the Contract.

The Committee held a brief discussion regarding the Contract. Comm. Koenig asked if LEAP duplicates EDC's services. Ms. Pigg stated LEAP does not duplicate EDC's services. Comm. Holman stated the contract services should be more detailed.

Comm. Vickers said he has had the opportunity to sit on the meetings with Ms. Pigg and Mr. Mitchell. Ms. Pigg represents the County very well. He also stated generally businesses wait too long before asking Ms. Pigg for help.

MOTION CARRIED UNANIMOUSLY.

- 8a. County Services Committee - Resolution Authorizing the Ingham County Board of Commissioners to Continue as a Member of the Lansing Area Economic Partnership (LEAP

MOVED BY COMM. VICKERS, TO APPROVE THE RESOLUTION AUTHORIZING THE INGHAM COUNTY BOARD OF COMMISISONERS TO CONTINUE AS A MEMBER OF THE LANSING AREA ECONOMIC PARTNERSHIP. MOTION DIED due to lack of support.

MOVED BY COMM. KOENIG, SUPPORTED BY COMM. HOLMAN, TO APPROVE \$5,000 FOR LEAP MEMBERSHIP. THE FUNDS WOULD COME FROM THE CONTINGENCY FUND.

Comm. Koenig said she supports LEAP's concept; however, we should not be a board member since we have the Economic Development Commission. Chairperson Celentino asked what benefits the County would have for a \$5,000 membership. Mr. Myers stated the County would not have a seat on the LEAP's Board.

Comm. Copedge said he previously asked LEAP to provide information regarding their successes. This information has not been received. Ms. Pigg stated she has also not received this information.

Comm. Vickers asked for clarification regarding our commitment to LEAP. Mr. Myers explained the County did not sign a commitment. The County verbally committed a three-year membership with LEAP. Comm. Vickers said he is concerned when the County backs out of verbal commitments. Ms. Pigg said the Board of Commissioners agreed to a one-year membership with LEAP. Comm. Grebner said the Board of Commissioners cannot bind future Board of Commissioners to agreements of this type. He then said \$5,000 is a much better number than \$35,000.

MOTION CARRIED UNANIMOUSLY.

Announcements: None

Public Comment: None

The meeting adjourned at 6:52 p.m.

Respectfully submitted,

Debra Neff

March 5, 2009

TO: County Services Committee

FROM: Becky Bennett  
Board Coordinator

RE: Fair Board Appointment

At their last meeting, the County Services Committee interviewed the following applicants for a vacancy on the Ingham County Fair Board:

Manuel Delgado, Jr.  
Gerald Kinne  
Erika Jackson  
Timothy Fischer

Robert Nicholson was scheduled for an interview that night, but did not attend. Sheri Chute has not been scheduled for an interview due to insufficient contact information.

Last year the County Services Committee interviewed the following applicants:

Don Sherwood  
Harvey Fanson

Attached is a Resolution Making an Appointment to the Ingham County Fair Board. Once the Committee makes their recommendation on who to appoint, the name will be added to the resolution and forwarded to the Board for consideration.

If you have any questions, please feel free to contact me.

Introduced by the County Services Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION MAKING AN APPOINTMENT TO THE  
INGHAM COUNTY FAIR BOARD**

WHEREAS, a vacancy exists on the Ingham County Fair Board; and

WHEREAS, the County Services Committee interviewed applicants interested in serving on this Committee.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby appoints:

to the Ingham County Fair Board to a term expiring December 31, 2012.



**RESOLUTION STAFF REVIEW**                      **DATE**    March 09, 2009

**Agenda Item Title:**                      Resolution to Establish the Position of Community Outreach Coordinator in the Office of the Register of Deeds

**Submitted by:**                              T. A. Lindsey, Human Resources Director

**Committees:**                                LE\_\_\_ , JD\_\_\_, HS\_\_\_, CS\_X , Finance\_X

**Summary of Proposed Action:**    In an effort to address the growing problems associated with homeownership and mortgage fraud, Mr. Curtis Hertel, Jr., Register of Deeds, has requested the creation of a new MCF 07 position titled “Community Outreach Coordinator, Register of Deeds.”

**Financial Implications:**

Consistent with Commissioners’ instructions, costs are calculated on maximum salary compensation amount.

The 2009 compensation range is \$44,254 – \$53,122.

For the Community Outreach Coordinator position, total cost is \$82,824, includes fringe benefit amount of \$29,702, and the \$53,122 compensation maximum for 2009.

The new position will be funded by changing the payroll charging distributions of several positions in the Register of Deeds Office to more accurately reflect their time spent on automation functions. The funding of these positions will change as follows:

Position	Current GF Cost	Current Automation Fund Cost	New GF Cost	New Automation Fund Cost
Document Processor (236006)	46,406	0	13,922	32,484
Document Processor (236004)	56,426	0	16,928	39,498
Document Processor (236005)	57,506	0	17,252	40,254
Document Processor (236007)	55,919	0	16,776	39,143
Document Processor (236003)	0	48,026	14,408	33,618
<b>Total</b>	<b>216,257</b>	<b>48,026</b>	<b>79,286</b>	<b>184,997</b>

These changes will decrease the General Fund cost of the Register of Deeds staffing by \$136,971. In addition to funding the cost of the new position, the net General Fund cost of the department will decrease by \$54,147 annually.

**Other Implications:** Current year revenues should support current year expenditures in the Register of Deeds Automation fund, and sufficient funds (\$1 million) will remain in fund balance for any future equipment upgrade needs.

**Staff Recommendation:** MM \_\_\_ JN \_\_\_ TL X TM \_\_\_ JC \_\_\_  
Staff recommends approval of the resolution.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO ESTABLISH THE POSITION OF COMMUNITY OUTREACH  
COORDINATOR IN THE OFFICE OF THE REGISTER OF DEEDS**

WHEREAS, the Register of Deeds desires to address the growing problems associated with homeownership and mortgage fraud; and

WHEREAS, this opportunity offers potential to positively impact (reduce) the number of homeowner associated difficulties; and

WHEREAS, the Human Resources Department conducted the job evaluation analysis and determined MCF 07 as the appropriate grade placement; and

WHEREAS, the Register of Deeds supports the compensation rate at MCF 07 for the associated duties and responsibilities; and

WHEREAS, the Controller/Administrator supports the proposed modifications; and

WHEREAS, the Register of Deeds (ROD) Automation fund collects approximately \$310,000 annually, while expenditures total less than \$180,000 annually, leaving \$130,000 in excess operating funds each year; and

WHEREAS, the ROD Automation fund is estimated to have a 2008 year end fund balance in excess of \$1 million; and

WHEREAS, one Register of Deeds staff person is being charged 100% to the ROD Automation fund, with the remainder being charged to the General Fund; and

WHEREAS, it would more accurately reflect the amount of time spent by the Register of Deeds staff on automation functions to shift the payroll charging distributions of several positions partially to the ROD Automation fund; and

WHEREAS, doing so will allow funding for the new Community Outreach Coordinator (long-term cost of \$82,824), and reduce the overall General Fund cost of the Register of Deeds Office by \$54,147.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners establishes the position of Community Outreach Coordinator, Register of Deeds at the MCF 07 compensation grade level.

BE IT FURTHER RESOLVED, that authorization to fill the vacancy shall become effective on the date approved by the Board of Commissioners.

BE IT FURTHER RESOLVED, that payroll charging distributions for the following positions be changed upon passage of this resolution:

Position	Current Distribution	New Distribution
Document Processor (236006)	100% 10123600	30% 10123600/70% 25626800
Document Processor (236004)	100% 10123600	30% 10123600/70% 25626800
Document Processor (236005)	100% 10123600	30% 10123600/70% 25626800
Document Processor (236007)	100% 10123600	30% 10123600/70% 25626800
Document Processor (236003)	100% 25626800	30% 10123600/70% 25626800

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

**RESOLUTION STAFF REVIEW**

**DATE** March 6, 2009

**Agenda Item Title:** Resolution Authorizing the Award of a Contract with Hobbs and Black Associates, Inc. for Architectural and Engineering Services for Improvements to the Human Services Building

**Submitted by:** Health Department

**Committees:** LE\_\_\_\_, JD\_\_\_\_, HS\_X\_\_, CS\_X\_\_, Finance\_X\_\_

**Summary of Proposed Action:**

Resolution #06-123 created a reserve fund in the Capital Improvement Project Budget to support renovation of the Health Department space in the Human Services Building. Renovation of the Health Department facilities in the Human Services Building could lead to significant operational efficiencies and increased revenue generation. The Facilities Department has recommended that the renovation should be approached through a four phase project consisting of: 1) Identification of project requirements, 2) Creation of a conceptual design, 3) Pre-construction planning, and 4) Construction administration.

This resolution authorizes a contract with Hobbs and Black Architects to enter into an Architectural & Engineering (A/E) contract for phases one and two of the project (programming and conceptual planning services).

If Hobbs and Black's performance on phases one and two is satisfactory, the County may choose to negotiate with them for phase three and phase four services. The costs of phases three and four will be based on the estimated construction costs once they are determined; in no case shall these costs exceed 5.5 percent of the total construction costs as detailed in Hobbs and Black's proposal except that a small amount of reimbursable expenses may be negotiated. Any and all work on phases three and four shall be authorized by resolution of the Board of Commissioners.

**Financial Implications:**

The contract with Hobbs and Black Architects for phases one and two of the project (programming and conceptual planning services) will not exceed \$16,000 (includes reimbursable expenses not to exceed \$1,000.). The Health Department has \$300,000 available through the reserve fund created by Resolution #06-123.

**Other Implications:**

The Ingham County Health Department has obtained funding of 1.3 million dollars from the American Recovery and Reinvestment Act of 2009 to hire health care providers and support staff to increase services to clients. This funding should enable the Health Department to serve 4,766 additional clients by the end of 2010. In order to ensure that it is physically possible to serve these people in the existing facilities it is necessary to evaluate the current space. The Health Department believes that by renovating its clinical space it is possible to obtain significant operational efficiencies which would enable service to more people and thus generate more revenue.

**Staff Recommendation:** MM\_\_ JN\_\_ TL\_\_ TM\_\_ JC X

Staff recommends approval of the resolution. As required by the Board Ethics Policy, the role of the Board is to accept or reject the recommendation. If the recommendation is rejected, the committee should state the reason(s) for the rejection and instruct the staff to review the recommendation.

**MEMORANDUM**

TO: Human Services, County Services and Finance Committees

FROM: Jim Hudgins, Purchasing Director

DATE: March 4, 2009

SUBJECT: Proposal Summary – Architectural & Engineering Services for Improvements to the Health Department

Project:

This project consist of seeking a qualified and experienced Architectural & Engineering (A/E) firm to provide designing, engineering, and project administration services for improvements to the Health Department.

Proposal Summary:

Proposers Contacted: 30                      Local: 10  
 Proposers Responding: 18                  Local: 4

The following firms submitted a proposal:

<u>Firm</u>	<u>Phase 1&amp;2 (Program/Plan)*</u>	<u>Phase 3&amp;4 (Design/Eng/Const)*</u>	<u>Local</u>
Hobbs & Black	\$15,000	5.5% of const. costs	Y – Lansing
Slocum Associates	\$8,000	4.5% of const. costs	N – Kalamazoo
WTM	\$10,600	6.25 – 7.25% of costs	N – Saginaw
Hooker De Jong	\$21,375	4.75% of const. costs	N – Muskegon
Lindhout	\$18,900	9.0 – 9.5% c. costs	N – Brighton
Landmark Design	\$5,000	6% of const. costs	N – Grand Rapids
Architects Des.	\$9,500	8.5% of cost. costs	N – Ann Arbor
DLZ	\$12,852	6% of const. costs	Y – Lansing
Keystone Design	\$115,600	4% of const. costs	Y – Lansing
THA Architects	\$21,470	7.8% of const. costs	N – Flint
Roger Donaldson	\$13,500	5.5 – 8% of const.	Y – Holt
Tower Pinkster	\$14,000	Negotiable	N – Kalamazoo
Progressive A/E	\$41,000	5% of const. costs	N – Grand Rapids
GAV Associates	\$24,300	3.5% of const. costs	N – Flint
Victor Saroki	\$22,000	5% of const. costs	N – Birmingham
WAK Associates	\$25,522	9.8% of const. costs	N – Saginaw
Designhaus	\$3,500	5.5% of const. costs	N – Rochester
Dan Vos Const.	\$17,200	4.5 % of const. costs	N – Ada

\*Normal reimbursable expenses are not included.

Recommendation:

At this time, accept the proposal from Hobbs and Black Architects and enter into an A/E contract for phases 1 and 2 of the project (programming and conceptual planning services) not to exceed \$16,000 (includes reimbursable expenses not to exceed \$1,000.)

Once bids are received for the construction phase and the budget is known – sometime toward the end of June 2009 – authorize entering into a contract with the recommended general contractor; and, amend the A/E contract with Hobbs and Black to provide phases 3 and 4 (design, engineering, and construction) services. The County will negotiate costs for these services with Hobbs and Black; however, in no case shall the costs exceed 5.5% of the total construction costs and not more than \$4,000 for reimbursable expenses, as detailed in Hobbs and Black's proposal.

Advertisement:

The RFP was advertised in the Lansing State Journal, El Central, and posted on the Purchasing Department Web Page.



**MEMORANDUM**

To: Human Services Committee  
County Services Committee  
Finance Committee

From: Dean G. Sienko, M.D., Health Officer

Date: March 9, 2009

Subject: Resolution Authorizing the Award of a Contract with Hobbs and Black Associates, Inc. for Architectural and Engineering Services for Improvements to the Human Services Building

The Ingham County Health Department has obtained funding of 1.3 million dollars from the American Recovery and Reinvestment Act of 2009 to hire health care providers and support staff to increase services to clients. This funding should enable us to serve 4,766 additional clients by the end of 2010. In order to ensure that it is physically possible to serve these people in our existing facilities we wish to evaluate our current space. It is my belief that by renovating our clinical space it is possible to obtain significant operational efficiencies which would enable us to serve more people and thus generate more revenue.

The Facilities Department has recommended that such a renovation should be approached through a four phase project consisting of 1) Identification of project requirements, 2) Creation of a conceptual design, 3) Pre-construction planning, and 4) Construction administration. This process would produce a strategic plan for our space and begin work on parts of that plan that are likely to quickly produce positive results for our clients and our bottom line.

The Purchasing Department solicited bids for an architectural and engineering firm to provide designing, engineering, and project administration services for such a project. After review of said bids, it is the recommendation of the Purchasing Department, the Facilities Department and the Health Department to award a contract to Hobbs and Black Associates, Inc., whose bid was the most responsive and responsible, for the first and second phases of the project described.

Funding is available for this project. The Board of Commissioners created a reserve fund in the Capital Improvement Project Budget to support renovation of the Health Department space in the Human Services Building (resolution #06-123). The total costs authorized by the contract for phases one and two including Hobbs and Black's fee of \$15,000 and reimbursable expenses shall not exceed \$16,000 for phases one and two.

If Hobbs and Black's performance on phases one and two is satisfactory, the County may choose to negotiate with them for phase three and phase four services. The costs of phases three and four will be based on the estimated construction costs once they are determined; in no case shall these

costs exceed 5.5 percent of the total construction costs as detailed in Hobbs and Black's proposal except that a small amount of reimbursable expenses may be negotiated. Of course, any and all work on phases three and four shall be authorized by resolution of the Board of Commissioners.

I recommend supporting the proposed resolution to authorize a contract with Hobbs and Black.

c: John Jacobs, Chief Financial Officer

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AUTHORIZING THE AWARD OF  
A CONTRACT WITH HOBBS AND BLACK ASSOCIATES, INC.  
FOR ARCHITECTURAL AND ENGINEERING SERVICES  
FOR IMPROVEMENTS TO THE HUMAN SERVICES BUILDING**

WHEREAS, the Ingham County Health Department has obtained funding from the American Recovery and Reinvestment Act of 2009 to hire health care providers and support staff to increase services to clients; and

WHEREAS, the Health Officer has stated that renovation of the Health Department facilities in the Human Services Building could lead to significant operational efficiencies and increased revenue generation; and

WHEREAS, in Resolution #06-123, the Board of Commissioners created a reserve fund in the Capital Improvement Project Budget to support renovation of the Health Department space in the Human Services Building; and

WHEREAS, the Facilities Department has recommended that the renovation should be approached through a four phase project consisting of: 1) Identification of project requirements, 2) Creation of a conceptual design, 3) Pre-construction planning, and 4) Construction administration; and

WHEREAS, the Purchasing Department solicited bids for an architectural and engineering firm to provide designing, engineering, and project administration services for improvements to the Health Department; and

WHEREAS, after review of said bids, it is the recommendation of the Purchasing Department, the Facilities Department and the Health Department to award a contract to Hobbs and Black Associates, Inc., whose bid was the most responsive and responsible, for the first and second phases of the project described above.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes awarding an architectural and engineering contract to Hobbs and Black Associates, Inc., 117 East Allegan Street, Lansing, MI, 48933 for phases one and two of the project. The total costs authorized by the contract including Hobbs and Black's fee of \$15,000 and reimbursable expenses shall not exceed \$16,000.

BE IT FURTHER RESOLVED, that the term of the contract shall be April 13, 2009 to May 13, 2009.

BE IT FURTHER RESOLVED, that if Hobbs and Black's performance on phase one and phase two is satisfactory, the County may chose to negotiate with them for phase three and phase four services. The costs of phase three and phase four will be based on the estimated construction costs once they are determined; in no case shall these costs exceed 5.5 percent of the total construction costs as detailed in Hobbs and Black's proposal except that a small amount of reimbursable expenses may be negotiated. Any and all work on phase three and phase four shall be authorized by resolution of the Board of Commissioners.

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.

**RESOLUTION STAFF REVIEW**

**DATE** March 5, 2009

**Agenda Item Title:** Resolution Authorizing the Continuation of Electrical Improvements in the Main Arena at the Ingham County Fairgrounds to be Performed by R. M. Electric, Inc.

**Submitted by:** Facilities Department

**Committees:** LE\_\_\_\_, JD\_\_\_\_, HS\_\_\_\_, CS\_\_X\_\_, Finance\_\_X\_\_

**Summary of Proposed Action:** This resolution authorizes a contract with R. M. Electric, Inc. to implement Phase II of the electrical project at the Fairgrounds. The improvements will be completed in the Main Arena.

**Financial Implications:** The contract will be an amount no to exceed \$46,032, which includes \$6,000 for contingency and is a 2009 CIP project.

**Other Implications:** None.

**Staff Recommendation:** MM\_\_X\_\_ JN\_\_ TL\_\_ TM\_\_ JC\_\_

Staff recommends approval of the resolution. As required by the Board Ethics Policy, the role of the Board is to accept or reject the recommendation. If the recommendation is rejected, the committee should state the reason(s) for the rejection and instruct the staff to review the recommendation.

**MEMORANDUM**

TO: County Services and Finance Committees

FROM: Rick Terrill, Facilities Director

DATE: March 5, 2009

SUBJECT: Resolution Authorizing the Continuation of Electrical Improvements in the Main Arena at the Ingham County Fairgrounds to be Performed by R. M. Electric, Inc.

The resolution before you authorizes awarding a contract to R.M. Electric Inc. for Phase II of the Fairgrounds Electrical Project that started in 2008. They will be working on the Main Arena.

We are confident that R.M. Electric Inc. will bring its wealth of qualifications and experience to this project.

Funding for the project is available in the 2009 Fair CIP line item-561-76900-976000.

I recommend approval of this resolution.

**MEMORANDUM**

TO: County Services and Finance Committees

FROM: Jim Hudgins, Director of Purchasing

DATE: March 5, 2009

SUBJECT: Bid Summary – Electrical Improvements to the Fairgrounds Main Arena

Project Description:

This project involves replacing the existing metal halide high bay lighting with new fluorescent high bay lighting, the addition of automatic lighting controls, and the addition of electrical power cord reels in the Fairgrounds Main Arena.

Bid Summary:

Bidders Contacted: 16            Local: 4  
 Bidders Responding: 8            Local: 0

The following firms submitted a bid:

<u>Firm</u>	<u>Cost</u>	<u>Local</u>
RM Electric	\$46,032	N – Lansing (Clinton Co.)
Crouch Electric	\$49,692	N – Tekonsha, MI
Delta Electric	\$52,500	N – Lansing (Eaton Co.)
H & R Electrical	\$55,186	N – Eaton Rapids
Sky Electrical	\$60,805	N – Lapeer
Superior Electric	\$61,500	N – Lansing (Clinton Co.)
Webster Electrical	\$70,108	N – Kalamazoo
Bruton Electric	\$87,973	N – Spring Arbor

Recommendation:

Award a contract to RM Electric in an amount not to exceed \$52,032 (includes a \$6,000 contingency fund.)

Advertisement:

The RFP was advertised in the Lansing State Journal, various construction news services, The Chronicle, and posted on the Purchasing Department Web Page.

Prevailing Wage:

Contractor is required to comply with the County’s Prevailing Wage Policy.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AUTHORIZING THE CONTINUATION OF ELECTRICAL  
IMPROVEMENTS IN THE MAIN ARENA AT THE INGHAM COUNTY  
FAIRGROUNDS TO BE PERFORMED BY  
R. M. ELECTRIC, INC.**

WHEREAS, the Purchasing Department has solicited sealed bids from experienced and qualified electrical contractors to start Phase II of the electrical improvements in the Main Arena at the Ingham County Fairgrounds; and

WHEREAS, this is a continuation of Phase I electrical services that were performed in 2008; and

WHEREAS, the Purchasing and Facilities Departments both concur that a contract be awarded to R. M. Electric, Inc., who submitted the lowest responsive and responsible bid in the amount of not to exceed \$46,032.00, which also reflects the payment of prevailing wage and in conjunction with a contingency of \$6,000.00 for unforeseen obstacles that may occur with the project; therefore, the total fee would be not to exceed \$52,032.00; and

WHEREAS, funds for this project are budgeted in the Fair CIP account, 561-76900-976000 in the 2009 Budget.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby authorizes awarding a contract to R. M. Electric, Inc., 16037 Grove Road, Lansing, Michigan 48906, to provide electrical services for Phase II of the Fairgrounds Electrical Project, for a not to exceed total cost of \$52,032.00, which includes a contingency of \$6,000.00 for unforeseen items that may arise.

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

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.



**RESOLUTION STAFF REVIEW**

**DATE** March 5, 2009

**Agenda Item Title:** Resolution Approving a Collective Bargaining Agreement with the FOP Animal Control Officers and Animal Shelter Operators

**Submitted by:** T. A. Lindsey, Human Resources Director

**Committees:** LE \_\_\_\_, JD \_\_\_\_, HS \_\_\_\_, CS X, Finance X

**Summary of Proposed Action:**

1. Wages
  - 2009 + 2%
  - 2010 + Wage Reopener
  - 2011 + Wage Reopener
2. Article 15, Section 7. On-call bonus.
  - A. Officers assigned to on-call status shall receive:
    - (1) An on-call bonus equal to four (4) hours pay at their regular straight time hourly rate for each on-call assignment, and
    - (2) One (1) hour of straight time compensatory time for each on-call assignment that begins on a weekend day or on a holiday recognized by this Contract falling on a M - F.
  - B. On-call bonuses shall not be included in the calculation of overtime.
3. Change in the order of Articles in the Contract.
4. The language in the Longevity provision is to be rewritten to be clear for purposes of administration and payroll.
5. The parties agreed to continue to negotiate regarding safety.

**Financial Implications:** The wage cost modifications was included in the 2009 Budget. Due to changed circumstances (Ingham County's rapidly changing negative economic projections) the parties have agreed to wage reopener for 2010 and 2011.

**Other Implications:** None.

**Staff Recommendation:** MM\_\_ JN\_\_ TL\_\* TM\_\_ JC\_\_  
Staff recommends approval of the tentative agreement.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT  
WITH THE FOP ANIMAL CONTROL OFFICERS AND  
ANIMAL SHELTER OPERATORS**

WHEREAS, a tentative agreement has been reached between representatives of Ingham County and the FOP Animal Control Officers and Animal Shelter Operators for the period of January 1, 2009 through December 31, 2011; and

WHEREAS, the Employer has received notice from the FOP 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 FOP Animal Control Officers and Animal Shelter Operators.

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, further retro-pay shall not be paid until the contract is signed by both parties.

**RESOLUTION STAFF REVIEW**

**DATE** February 23, 2009

**Agenda Item Title:** Resolution Approving a Collective Bargaining Agreement with the Ingham County Employees' Association for Park Rangers

**Submitted by:** T. A. Lindsey, Human Resources Director

**Committees:** LE \_\_\_\_, JD \_\_\_\_, HS \_\_\_\_, CS X, Finance X

**Summary of Proposed Action:**

1. Article 8, Section 1. Add: "A minimum of eight (8) hours off work will be scheduled between regularly-scheduled shifts unless the employee agrees to be regularly-scheduled off work for a shorter interval of time."
2. Article 13. Add applicable 2008 and 2009 Letters of Agreement on Health Care. Delete language which is no longer applicable.
3. Article 34, Tool Allowance. Change 1/12 to 1/265.
4. Add Assistant Manager II to CBA.
5. Two-year contract.
6. 3% effective January 1, 2008  
2% effective January 1, 2009.
7. Reorder articles in contract
8. Delete including dues deduction form in contract (bottom of page 18.)
9. Article 27, Sick Leave. Add: "The Employer may require an employee to undergo a fitness for duty evaluation by a physician at the Employer's expense. The time spent by the employee shall be compensable as hours worked."
10. Letter of Agreement re: 2009 wages.

For 2009, if any other non-Act 312 eligible bargaining unit obtains a higher percentage base wage increase than 2%, such higher percentage will be afforded to this unit also.

11. Add New Article "Reclassification"

Employees will utilize Ingham County's existing Reclassification Procedure.

12. Letter of Agreement re: Reclassification:

Generally, the procedure is:

(1) The Employee may submit an application to Human Resources for review of his/her position;

(2) The Employee, supervisor, and Union participate in an interview with Human Resources representatives, who write a report to the Human Resources Director;

(3) The Human Resources Director makes a recommendation on the reclassification request.

The reports and recommendations on any reclassification request shall be submitted to the Union and County's bargaining teams. The parties shall bargain over the proposed reclassifications in 2009, to be effective when the parties agree. If any reclassification proposals are submitted in 2009, those shall be the only ones that may be submitted for the duration of the subsequent collective bargaining agreement.

**Financial Implications:** The costs for modifications were included in the 2008 and 2009 Budgets.

**Other Implications:** None.

**Staff Recommendation:** MM\_\_\_ JN \_\_\_ TL \* TM\_\_\_ JC \_\_\_

Staff recommends approval of the resolution.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION APPROVING A COLLECTIVE BARGAINING  
AGREEMENT WITH THE INGHAM COUNTY EMPLOYEES'  
ASSOCIATION FOR PARK RANGERS**

WHEREAS, a tentative agreement has been reached between representatives of Ingham County and the Ingham County Employees' Association for Park Rangers, for the period of January 1, 2008 through December 31, 2009; and

WHEREAS, the Employer has received notice 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 contract with Ingham County and the Ingham County Employees' Association for Park Rangers.

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, further retro-pay shall not be paid until the contract is signed by both parties.

**RESOLUTION STAFF REVIEW**                      **DATE**     March 5, 2009

**Agenda Item Title:**                      Resolution to Authorize Replacement of Two (2) Insurance Vacancies within the Ingham County Human Resources Department

**Submitted by:**                              T. A. Lindsey, Human Resources Director

**Committees:**                                LE \_\_ , JD \_\_ , HS \_\_ , CS X , Finance X

**Summary of Proposed Action:**     Due to a sequence of events, Human Resources has two (2) insurance vacancies simultaneously. This resolution authorizes replacement of both positions with some cost-saving modifications.

Realign some Human Resource work activities and save money while providing services.

**Financial Implications:**

Reassigning the Benefits and Insurance Administrator	From MCF-10 to MCF- 08
Convert the Insurance Billing Coordinator	From UAW-F to MCF-03

Consistent with the Commissioners' instructions, costs are calculated on maximum salary compensation amount.

For the Benefits and Insurance Administrator position, total cost is \$87,115 which includes fringe benefit amounts of \$28,982 and the \$58,133 compensation maximum for 2009.

For the Insurance Billing Coordinator position, total cost is \$63,921 which includes fringe benefits amount of \$23,983, and the \$39,938 compensation maximum for 2009.

**Other Implications:**     Given all the facts and circumstances (position location access to confidential and labor relations records), the UAW agrees with the Insurance Billing Coordinator conversion is appropriate. There is also a significant cost-savings (\$14,286) by reassigning the Benefits and Insurance Administrator compensation grade.

**Staff Recommendation:**     MM \_\_ JN \_\_ TL X TM \_\_ JC \_\_\_\_  
Staff recommends approval of the resolution.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE REPLACEMENT OF TWO (2) INSURANCE  
VACANCIES WITHIN THE  
INGHAM COUNTY HUMAN RESOURCES DEPARTMENT**

WHEREAS, the Human Resources Director desires to reorganize some functions within the Department due to realigned duties and responsibilities; and

WHEREAS, through a sequence of events, Human Resources has two (2) insurance vacancies simultaneously; and

WHEREAS, this opportunity offers potential cost-savings and job modifications; and

WHEREAS, the Human Resources Director desires to reassign the Benefits and Insurance Administrator (position #201003 from MCF-10 to MCF-08 pay grade) due to changed circumstances and lead worker responsibilities; and

WHEREAS, the Human Resources Director desires to convert the Insurance Billing Coordinator position at the UAW-F to MCF-03 pay grade level.

WHEREAS, the Controller/Administrator supports the proposed modifications.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners grants authorization to implement the modifications as presented:

<u>Position Number</u>	<u>Current Grade</u>	<u>Proposed Grade</u>
201003	MCF 10	MCF 08
201008	UAW- F	MCF 03

BE IT FURTHER RESOLVED, that authorization to fill the vacancies shall become effective on the date approved by the Board of Commissioners.

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

March 6, 2009

Ingham County Board of Commissioners  
County Services Committee  
Ingham County Courthouse  
PO Box 319  
Mason, MI 48854

County Services Committee Members:

I am respectfully requesting that the decision to withhold severance payments following my recent termination be reconsidered. I fully recognize the dire financial condition faced by Ingham County, but many of the external factors which created the current economic problems will also impact the length of time to obtain other employment.

I enjoyed my time at Ingham County and honed and developed skills which will hopefully be of value as I begin my job search. I also believe that I did make positive contributions to the County in my role as Benefits and Insurance Administrator. I would like to highlight a few of them.

- When I began employment with Ingham County, the health care premium share amounts were being withheld on an “after tax” basis. The savings to Ingham County from 2004 through 2009 (projected) are well over \$500,000.00. Employees also saved an equivalent amount. These amounts are based on 7.65% of the total premium share.
- The Section 125 Unreimbursed Medical and Dependent Care accounts were poorly administered and particularly underutilized. I worked with Michigan Association of Counties recommended American Fidelity. Ingham County now pays no monthly, per account fee for these plans compared to \$2.00 plus per account with the previous vendor. This change has saved approximately \$20,000.00 to \$25,000.00. In addition the participation level has increased in the Section 125 plans with a 2009 projected amount of salary reductions close to \$300,000.00 saving Ingham County over \$20,000.00 in FICA and Social Security Medicare matches.
- I am especially proud of the results that have been achieved by the Ingham Health Coalition which I chaired. After several years, I was successful in convincing them to move to a single carrier for 2009 and you are all very much aware of the savings and value of that decision. I could not take full credit for the work of the Coalition. They are a dedicated, diligent group of people who work hard to do the best for the County and the employees. They truly deserved the kind words and commendation from the Board of Commissioners in 2008.
- I was instrumental in moving away from the previous dental carrier and to Delta Dental of Michigan. We achieved savings in the per member, per month fees saving Ingham County around \$5.00 per member each year or approximately \$5,000.00 a year. The



greater value is the expanded network, better payment processes, high network discounts resulting in additional savings equal to or exceeding the monthly costs.

- I worked diligently to introduce the HUMANA Medicare Advantage plan with an accompanying wrap around payment system. This plan which is available to Medicare eligible retirees saves Ingham County over \$150.00 per month over the PHP plan costs. With 60 retirees enrolled in 2009, that plan alone saves Ingham County a minimum of \$110,000.00. It also provides over \$1,000.00 annual savings to the retirees by requiring no premium sharing.
- In 2008 we moved the life and disability insurance coverage to Mutual of Omaha with guaranteed savings of 10%. This is estimated to be a cost reduction in 2009 of approximately \$15,000.00.

Adding all of these areas together for plans which I established, altered, upgraded or expanded the savings exceed \$ 1,000,000.00 (one million dollars) during my tenure at Ingham County. I want to reiterate my understanding the financial issues facing Ingham County, but I also need to look out for my family. Ingham County is our home and we have a strong desire to remain here. We do not want to be forced into financial emigration. I appreciate your consideration of this request. I may be contacted at 517-332-0874 or via e-mail at [rsmith101@yahoo.com](mailto:rsmith101@yahoo.com).

Sincerely,



Robert J. Smith, SPHR

Attachment: Severance Policy from Managerial Confidential Employee Handbook

**Distribution**

Commissioner Celentino, Chairperson - County Services Committee  
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## ATTACHMENT 1

### K. SEVERANCE PAY

1. **Status.** Managers and Confidential employees do not have seniority, bumping and/or recall rights and are employees at will.

2. **Sick Leave Severance Pay.** Upon termination of employment, for other than retirement, death or involuntary discharge, an employee covered by this Manual will receive a portion of his/her accumulation of sick leave as listed below:

Less than 1 year - 0%

1 to 5 - 15%

**5 to 10 - 25%**

10 and above - 35%

In no case will the amount in this section exceed forty-five (45) days.

### 3. **Severance Pay.**

b. A Manager or Confidential employee's employment and compensation can be terminated for any reason, at any time, at the option of either the Employer or employee. If a Manager or Confidential employee's employment is terminated by the Employer and his/her termination from employment is for other than death, retirement, layoff or involuntary discharge, the Manager or Confidential employee will be provided **one month's continuation of salary, health, dental and life insurance for each year of service to a maximum of six (6) months of severance compensation.** Payments will be made on a bi-weekly basis, subject to normal withholding of taxes. In addition, such salary and fringe benefit continuation is subject to and contingent upon the employee not being employed elsewhere nor receiving unemployment compensation during that time. The decision to grant or deny an extension of benefits is within the sole discretion of the County Services Committee.

**RESOLUTION STAFF REVIEW**

**DATE** March 11, 2009

**Agenda Item Title:** Resolution Authorizing Establishing a Revised Travel, Vehicle and Employee Reimbursement Policy

**Submitted by:** Financial Services Department

**Committees:** LE\_\_\_\_, JD\_\_\_\_, HS\_\_\_\_, CS\_ X\_, Finance\_ X\_\_

**Summary of Proposed Action:** This resolution revises the current Travel Policy and clearly establishes guidelines for the reimbursement of expenses for employees related to travel and other business expenses and also establishes guidelines for the use of County vehicles.

**Financial Implications:** While the policy is not being revised for the purpose of saving money, it is expected that by establishing guidelines, the County will realize a savings related to travel and reimbursement of expenses.

**Other Implications:** Employees will be provided clear guidelines on appropriate expenditures and reimbursable items.

**Staff Recommendation:** MM\_ X\_ JN \_\_\_ TL \_\_\_ TM\_\_\_ JC \_\_\_  
Staff recommends approval of the resolution.

**TO:** Ingham County Board of Commissioners  
**FROM:** Jill Rhode, Director of Financial Service  
**SUBJECT:** Travel, Vehicle and Employee Reimbursement Policy  
**DATE:** March 4, 2009

A committee was formed to review the current travel policy. The committee consisted of Becky Bennett, Allan Spyke, Tony Lindsey, Janeil Valentine, John Schlinker, John Neilsen and me.

The attached document contains our recommended changes to the current policy. The first section is the existing language and the italic second section is the recommended action. We have not recommended any drastic changes to the policy but rather we made an attempt to remove as much of the “gray area” as possible. We also attempted to consolidate all policies into one complete document.

Our recommended changes have been reviewed by all Department Heads and we suggested that they share it with their staff. The committee has received extensive feedback and has seriously considered all comments and implemented any changes we felt were appropriate.

Also attached is a full policy with all the recommended language changes for your consideration.

If you have any questions or need any additional information, you can contact me or any member of the committee.

**PROPOSED CHANGES**

**Page 4**

Departments shall establish regulations regarding the designation of official work station as assigned. This work station will be used in determining mileage reimbursement. No mileage will be allowed for travel between an employee's home and his or her official work station (commuting expenses).

***Proposed additional language***

***The following are examples to assist in calculating allowable travel expenses:***

**EXAMPLE 1**

One staff person lives in Mason.

Is she entitled to mileage from her home in Mason to the Mason Courthouse (which is not her assigned location) or is she entitled to mileage from the VMC (where she did not report but is her assigned location) to the Mason Courthouse?

**IF SHE IS GOING TO MASON FOR THE ENTIRE DAY, SHE WOULD NOT BE ENTITLED TO ANY MILEAGE SINCE IT IS CLOSER THAN HER TYPICAL COMMUTING MILES. BUT, IF SHE DROVE TO LANSING AT 8 AND THEN NEEDED TO GO TO MASON FOR A TWO HOUR 11 AM MEETING AND THEN RETURNS TO LANSING FOR THE REST OF THE DAY – SHE WOULD BE ENTITLED TO THE MILEAGE FROM LANSING TO MASON AND BACK TO LANSING.**

**EXAMPLE 2**

If this staff person reports from her home in Mason to the Mason Courthouse in the morning and then reports to the VMC location in the afternoon is she entitled to mileage from the Mason Courthouse to the VMC building?

**SHE WOULD NOT BE ENTITLED TO ANY MILEAGE SINCE SHE IS NOT TRAVELING ANY FARTHER THAN SHE WOULD ON A TYPICAL DAY.**

**EXAMPLE 3**

One staff person lives in Lansing.

Is she entitled to mileage from her home in Lansing to the Mason Courthouse (when she reported directly to the Mason location instead of her assigned location of VMC) or is she entitled to mileage from the VMC to the Mason location?

**SHE WOULD BE ENTITLED TO THE DIFFERENCE BETWEEN HER NORMAL COMMUTE AND THE COMMUTE TO MASON. IF SHE LIVES 5 MILES FROM DOWNTOWN BUT NEEDS TO DRIVE 20 MILES TO MASON INSTEAD, SHE WOULD BE ENTITLED TO 15 MILES.**

**EXAMPLE 4**

If this staff person reports from her home in Lansing to the Mason Courthouse in the morning and then reports to the VMC location in the afternoon is she entitled to mileage from the Mason Courthouse to the VMC building?

SAME AS EXAMPLE 3

### **Page 6**

*Proposed new language*

***Under no condition will parking or traffic violation tickets be reimbursed. They are the full responsibility of the employee operating the vehicle.***

### **Page 6**

Weekend travel costs: Travel costs to the employee's official work site or to extra meetings on weekends is permissible only for individuals not receiving extra pay.

*It is recommended that this language be eliminated*

### **Page 6**

Commissioner meetings: Dinner costs, in lieu of travel costs, may be charged for attendance at Commissioner meetings (committee and board level), if overtime is not paid during the meal period.

*This language pertains to County employees who are attending an evening Board of Commissioners meeting.*

*It is recommended that this language be eliminated.*

### **Page 6**

Local Travel Meal Allowance

Meal Allowance: Employees - The meal allowance for travel that begins and ends on the same day shall be based on the per diem Meals and Incidental Expenses (M&IE) allowance published by the IRS. Appropriate receipts must be submitted and maximum daily reimbursement including a gratuity of up to 15% is limited to the published IRS M&IE rate. Financial Services will notify Department Heads

and Elected Officials of changes in this rate. No reimbursement will be allowed for alcoholic beverages.

*Possible Replacement Language*

*Meal Allowance: Employees - No meal allowance will be allowed for travel that begins and ends on the same day.*

**Page 7**

A. One expense voucher shall not cover a period longer than a fiscal year and must be turned in by the 5th workday of the month following the end of the fiscal year.

*Possible replacement language*

A. *Expenses reports shall not be submitted until the total requested exceeds \$15.00. An exception is the fiscal year end report which must be submitted no later than the 5<sup>th</sup> workday of the new fiscal year. Another exception would be when an employee is leaving employment with the County.*

**Page 7**

**Several People Attending the Same Out of Town Event**

It is strongly recommended that if several people are attending the same out of town event that they travel together to reduce costs. This recommendation applies to employees within the same Department or from different Departments.

*This is new language to the travel policy.*

**Page 8**

**Authority for Overnight Travel**

Authorization – All travel must be authorized and approved by the head of the agency or his/her designated representative. No designated representative may approve his/her own vouchers. The Ingham County Board of Commissioners encourages County employees and County elected officials to participate in professional self-improvement and continuing education efforts, and to seek out

innovative and cost-effective programs and technologies for potential utilization in Ingham County. Department Heads, County elected officials and the presiding judges of the various courts may authorize the expenditure of budgeted funds for professional development of County employees, and for seek innovative programs and technologies for use in Ingham County. **The total cost of one person attending any one event, including registration, housing, meals and transportation related costs but excluding any cost which may be paid by the person attending, shall not exceed \$2,000, unless the Liaison Committee has approved the proposed expenditure.**

*Possible Replacement for bolded text*

*No Out of State travel will be authorized unless the Department's Liaison Committee has approved the expenditure. Any trip needed as part of an employee's essential job duty (such as transporting a prisoner or escorting a child for out of state placement is not covered under this requirement.)*

## **Page 8**

Department heads, County-wide elected officials and the presiding judges of the various courts shall notify their respective liaison committees of their department's travel when an overnight stay is required.

*This language is in the existing policy but is not being enforced. We recommend that the language continue and be implemented as written.*

## **Page 8**

### **Travel Arrangements**

Transportation by airline shall normally be secured by the individual agency. Arrangement made through a travel agent willing to directly bill the County are preferred. The County will be liable for the employee's travel expense and the direct billing for the County shall be for the employee only. Alternatively, these expenses can be provided through travel advances and normal reimburse procedures

*Proposed replacement language*



*The Financial Services (FS) Department will have an employee trained in scheduling and purchasing air fare and hotel reservations. All airline tickets and hotel reservation will be made by this individual. The traveling employee will submit possible travel times and dates and the FS Department will attempt to find a cost beneficial arrangement within this schedule. The County will be liable for the employee's travel expense and the direct billing for the County shall be for the employee only. Alternatively, these expenses can be provided through travel advances and normal reimburse procedures.*

## **Page 8**

Air Travel – The policy of Ingham County is that airline travel by County employees on official business shall, whenever practical, originate for Capital City Airport.

### *Possible Replacement*

The policy of Ingham County is that airline travel by County employees on official business shall, whenever practical *and at a reasonable cost*, originate for Capital City Airport. *(The cost of flying from Capital City Airport should be compared to the cost of flying from other available airports to determine if the cost is reasonable.)*

## **Page 9**

Rental Cars: A car may be rented at a conference site with prior approval of the Department Head. Reimbursement for a rental vehicle precludes any reimbursement for local travel costs at the conference site.

### *Proposed replacement language*

Rental Cars: A car may be rented at a conference site with prior approval of the Department Head. *Only the cost for a compact vehicle will be reimbursed. The cost for any upgrade from a compact vehicle will be the responsibility of the employee. There is no need to purchase insurance when renting a vehicle since it is covered under the County's insurance policy.* Reimbursement for a rental vehicle precludes any reimbursement for local travel costs at the conference site.

**Page 9**

Per Diem Allowance: A per diem Meals and Incidental Expense (M&IE) allowance is provided for overnight travel. The per diem allowance is limited to the M&IE rate published by the IRS. The current M&IE rates will be available through the Financial Services Department. Incidental expenses are defined by the IRS and include expenses for laundry, cleaning and pressing clothes and fees and tips for service (e.g. tip to a baggage handler or waiter). Receipts are not required for the per diem allowance. M&IE expenditures in excess of the per diem allowance will not be paid.

The per diem allowance will be prorated for any partial days at the beginning or end of the travel per the following tables:

<b>Departure Time</b>	<b>Percent of Per Diem</b>
Before 8:00 a.m.	100%
Between 8:00 a.m. and 2:00 p.m.	75%
After 2:00 p.m.	50%

<b>Return time</b>	<b>Percent of Per Diem</b>
After 2:00 p.m.	100%
Between 10:00 a.m. and 2:00 p.m.	75%
Before 10:00 a.m.	50%

*Completely replace the above language with the following*

*The cost of meals while traveling overnight is an allowable expense. If a meal is provided at the hotel or as part of the conference, no additional amount will be allowed. The actual cost of any meal will be reimbursed up to the cost of the I.R.S. Meals and Incidental Expense (M&IE). Appropriate detailed receipts must be submitted and maximum gratuity is 15%. No reimbursement for alcoholic beverages will be allowed.*

*If the travel is for less than a full day the following meals will be allowed as explained above:*

<b>Departure Time</b>	<b>Allowable Meals</b>
Before 8:00 a.m.	3 meals 100% of Per Diem
Between 8:00 a.m. and 5:00 p.m.	2 meals 70% of Per Diem

*After 5:00 p.m.*

*1 meal 40% of Per Diem*

***Return time***

***Allowable Meals***

*After 5:00 p.m.*

*3 meals 100% of Per Diem*

*Between 10:00 a.m. and 5:00 p.m.*

*2 meals 70% of Per Diem*

*Before 10:00 a.m.*

*1 meal 40% of Per Diem*

*The cost for any additional activities provided outside the conference will not be allowed. The above schedule is allowable only during the day of departure or return. As detailed in another section of this policy, no meal allowances are permitted for any travel which begins and ends on the same day.*

**Page 11**

Lodging Charges and Meals: Sales and use taxes, applicable to lodging charges are reimbursable in addition to the regular lodging allowance. Only the actual lodging expenses paid, plus tax, are allowable. Receipts for lodging expenses are required. Any change in hotel location during continuous occupancy by an employee must be explained on the voucher. Reimbursement for hotel or motel room expense will be made for a single room.

*Possible replacement language*

Lodging Charges and Meals: Sales and use taxes, applicable to lodging charges are reimbursable in addition to the regular lodging allowance. Only the actual lodging expenses paid, plus tax, are allowable. Receipts for lodging expenses are required. Any change in hotel location during continuous occupancy by an employee must be explained on the voucher. Reimbursement for hotel or motel room expense will be made for a *standard* single room. *Any cost for the upgrade of a room will be the responsibility of the employee.*

**Page 11**

4. No employee shall travel as the guest of any current or potential private vendor who could reasonably be expected to offer service to the County in the future unless a written statement is provided to the vendor, with a copy of the County's policy on competitive purchasing and advising that any expenses incurred with respect to such travel shall not be part of the consideration in the award of the bid or proposal.

*Proposed replacement language*

4. No employee shall travel as the guest of any current or potential private (non-grantor) vendor who could reasonably be expected to offer service to the County in the future *unless authorized by the Department's Liaison Committee.*

**Page 12**

***5. Telephone: During travel, an employee will be reimbursed for one personal phone call not to exceed \$10***

*Since most people carry a cell phone, it is recommended that this language be eliminated.*

**Page 12**

6. Interview for Positions: Candidates for professional or management positions may be allowed travel expense to be paid by the interviewing department at rates not to excess of those established by these regulations, provided funds are available.

*It is recommended that this language be eliminated.*

**Page 12**

8. Non-Work Days During Tour of Travel: An employee will be considered to be in travel status on non-work days unless the employee can return to his/her official work station or home prior to a non-work day. Employees may be entitled to compensation for work performed on non-workdays pursuant to applicable collective bargaining agreements

*Add additional language*

*Every effort should be made to find an alternative to paying the employee overtime for traveling or attending a conference during a non-workday.*

**Page 14**

Toll Calls & Cellular Phones: An employee may be reimbursed for the actual cost of business calls. Ingham County will not reimburse expenses associated with normal monthly costs, service fees, or equipment repair charges. The amount to be

reimbursed should be documented with a copy of an itemized billing. Business calls included in “free time” under a cellular phone agreement may be reimbursed at rates to be determined by the County Controller based on the County’s cellular phone contract or some other reasonable method.

*This language should be eliminated since it is now replaced by the stand alone cell phone policy.*

**Page 14**

Retiree recognition policy: County funds may be utilized to recognize and honor retirees to a maximum of seventy-five dollars for employees who have a minimum of ten years and one hundred fifty dollars for employees who have a minimum of 25 years.

*Add additional language*

*A completed Retiree Recognition Expense Form is required to be submitted with the invoice for payment.*

**Page 14**

GUESTS - The cost of guest meals is allowable when incurred by department heads only if it can be shown that such cost was incidental and necessary to the conduct of official County business. In no cases will the amount allowed be in excess of the maximum established in these regulations. Full explanation must be given on the voucher, including the names of the guests meal expense for no more than five (5) non-County guests, invited for a meal only, for consultation and advice on matters of County business, may be reimbursed at actual cost not to exceed established rates. Tips are limited to 15%.

*It is recommended that this sentence be eliminated (the 5 guest maximum)*

*Meal expense for no more than five (5) non-County guests, invited for a meal only, for consultation and advice on matters of County business, may be reimbursed at actual cost not to exceed established rates.*

## **Page 14**

### *Proposed New Language*

*Food and beverages purchased for staff meetings and staff lunches are not allowable expenses. Only meetings which include community members, vendors or other outside parties will be allowed to serve food and beverages at the County's expense. The Business Meal or Business Food Expense form must accompany all requests for reimbursement or submittal of the P Card documentation.*

## **Page 15**

### *Proposed New Language*

#### ***Dues and Subscriptions***

*Professional dues and subscriptions will only be allowable expenses if they are required for an employee's essential job duty or are necessary to provide a Department's primary service.*

## **Page 15**

### *New Language*

*Enforcement – The Director of Financial Services has the authority to reject any expenditure which he or she believes is not in accordance with this policy. Any employee disagreeing with this decision can appeal the decision to the County Controller.*

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION ESTABLISHING A REVISED TRAVEL, VEHICLE AND EMPLOYEE REIMBURSEMENT POLICY**

WHEREAS, Resolution #98-122 established a revised Travel and Employee Reimbursement Policy for all Ingham County Employees, Elected Officials and Commissioners; and

WHEREAS, there is a need to clarify and update existing policies and procedures and to combine them into one document.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby adopts the attached Travel, Vehicle and Employee Reimbursement Policy.

BE IT FURTHER RESOLVED, that all other resolutions currently in effect with reference to travel and reimbursement policies and procedures are hereby rescinded, and that this resolution as adopted will supersede previous guidelines, policies or procedures, and in the event of a conflict with a collective bargaining agreement, the collective bargaining agreement will prevail.

BE IT FURTHER RESOLVED, that these policies shall take effect upon adoption of this resolution and that the County Services Committee shall be authorized to clarify and interpret said policies, as necessary, to resolve questions and issues which arise in relation to these policies.

BE IT FURTHER RESOLVED, that travel for members of the Board of Commissioners remains subject to the existing limitations as set by resolution.

# COUNTY OF INGHAM

## Travel, Vehicle and Employee Reimbursement Policy





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# LOCAL TRAVEL AND REIMBURSEMENTS

**General Policy:** This policy pertains to all employees, elected officials and Commissioners. Compliance with these regulations is the responsibility of the department head or elected official. Vouchers that appear to be in violation of this policy will be returned unpaid to the department with an explanation.

**Local Travel:** County employees and elected officials that use a privately owned vehicle for County business may be reimbursed. The amount to be reimbursed shall be determined by reference to the Internal Revenue Service (IRS) Standard Mileage Rate Method. The Human Resources Department will notify department heads and elected officials of changes in the Standard Mileage Rate.

Departments shall establish regulations regarding the designation of official work stations as assigned. This work station will be used in determining mileage reimbursement. No mileage will be allowed for travel between an employee's home and his or her official work station (commuting expenses).

**The following are examples to assist in calculating allowable travel expenses:**

## **EXAMPLE 1**

**One staff person lives in Mason.**

**Is she entitled to mileage from her home in Mason to the Mason Courthouse (which is not her assigned location) or is she entitled to mileage from the VMC (where she did not report but is her assigned location) to the Mason Courthouse?**

**IF SHE IS GOING TO MASON FOR THE ENTIRE DAY, SHE WOULD NOT BE ENTITLED TO ANY MILEAGE SINCE IT IS CLOSER THAN HER TYPICAL COMMUTING MILES. BUT, IF SHE DROVE TO LANSING AT 8 AND THEN NEEDED TO GO TO MASON FOR A TWO HOUR 11 AM MEETING AND THEN RETURNS TO LANSING FOR THE REST OF THE DAY – SHE WOULD BE ENTITLED TO THE MILEAGE FROM LANSING TO MASON AND BACK TO LANSING.**

## **EXAMPLE 2**

**If this staff person reports from her home in Mason to the Mason Courthouse in the morning and then reports to the VMC location in the afternoon is she entitled to mileage from the Mason Courthouse to the VMC building?**

**SHE WOULD NOT BE ENTITLED TO ANY MILEAGE SINCE SHE IS NOT TRAVELING ANY FARTHER THAN SHE WOULD ON A TYPICAL DAY.**

**EXAMPLE 3**

**One staff person lives in Lansing.**

**Is she entitled to mileage from her home in Lansing to the Mason Courthouse (when she reported directly to the Mason location instead of her assigned location of VMC) or is she entitled to mileage from the VMC to the Mason location?**

**SHE WOULD BE ENTITLED TO THE DIFFERENCE BETWEEN HER NORMAL COMMUTE AND THE COMMUTE TO MASON. IF SHE LIVES 5 MILES FROM DOWNTOWN BUT NEEDS TO DRIVE 20 MILES TO MASON INSTEAD, SHE WOULD BE ENTITLED TO 15 MILES.**

**EXAMPLE 4**

**If this staff person reports from her home in Lansing to the Mason Courthouse in the morning and then reports to the VMC location in the afternoon is she entitled to mileage from the Mason Courthouse to the VMC building?**

**SAME AS EXAMPLE 3**

**Only allowable auto expenses as determined by IRS guidelines will be reimbursed. Adequate documentation is required. The charge should be supported by a listing of the vicinity itinerary in sufficient detail to justify the mileage claimed.**

**Charges for gasoline, lubrication, repairs, antifreeze, towage, and other similar expenditures will not be allowed as reimbursable items when privately owned cars are used.**

**Computation of Mileage:** Mileage must be computed based on the shortest available route between the point of departure and the destination. A mileage grid showing distances between County facilities is available from Financial Services and attached to this document. This grid may be used in place of actual odometer readings.

**Parking Fees:** If an employee is required to have a motor vehicle available for County business purposes, a monthly parking allowance may be provided. The department head or elected official must request approval from the County Services Committee. If approved, a reimbursement will be provided monthly upon receipt of a statement of the parking charge in an amount specified in labor contracts or managerial compensation plan. Intermittent parking charges for meter, lots, etc., will be reimbursed monthly as incurred. Parking reimbursement requests should be included on the travel reimbursement requests. Meter parking should be identified on the reimbursement form as "meter parking."

**Parking or Traffic Violations:** Under no condition will parking or traffic violation tickets be reimbursed. They are the full responsibility of the employee operating the vehicle.

**Automobile Insurance:** Employees who use their vehicles as a requirement of their job shall be reimbursed for automobile insurance as established by collective bargaining agreements and/or compensation plans. This payment will be made by December 15 of the contract year providing that prior to December 1, the employee shall submit proof of the additional automobile insurance and payment of same to Human Resources.

**Temporary Assignments:** An employee temporarily working at another location that requires driving less distance than that from home to the regular work site and back will not be reimbursed for such travel in his or her own vehicle, but, if the temporary work assignment requires driving more distance than normal, the employee will be reimbursed for the difference in miles driven.

**Weekend Travel Costs:** Travel costs to the employee's official work site or to extra meetings on weekends is permissible only for individuals not receiving extra pay.

**Commissioner Meetings:** Dinner costs, in lieu of travel costs, may be charged for attendance at Commissioner meetings (committee and board level), if overtime is not paid during the meal period.

**Attendance at Funerals:** Employees designated as official representatives for the County for attendance at a funeral may claim reimbursement for travel expenses subject to the limitations of these regulations.

**Use of County-Owned Vehicle:** An employee using a County-owned vehicle on County business shall be reimbursed for gasoline and other operating expenses incurred while using the vehicle, provided that appropriate receipts for all such expenses are submitted with the travel reimbursement request.

**Meal Allowance:** ~~Employees – The meal allowance for travel that begins and ends on the same day shall be based on the per diem Meals and Incidental Expenses (M&IE) allowance published by the IRS. Appropriate receipts must be submitted and maximum daily reimbursement including a gratuity of up to 15% is limited to the published IRS M&IE rate. Financial Services will notify department heads and elected officials of changes in this rate. No reimbursement will be allowed for alcoholic beverages.~~  
***Employees - No meal allowance will be allowed for travel that begins and ends on the same day.***

**Travel Reimbursement:** All travel expense claims shall be prepared and submitted on a Travel Expense Voucher, and must be itemized and stated in accordance with these regulations. Failure to use the specified form could delay the processing. The form must be signed by the employee. Each traveler should keep a memorandum of expenditures properly chargeable to the County so that the accumulated information will be available for preparation of the travel voucher at the end of each travel period.

- A. One expense voucher shall not cover a period longer than a fiscal year and must be turned in by the 5th workday of the month following the end of the fiscal year. **Expenses reports shall not be submitted until the total requested exceeds \$15.00. An exception is the fiscal year end report which must be submitted no later than the 5<sup>th</sup> workday of the new fiscal year. Another exception would be when an employee is leaving employment with the County.**
- B. The official work station shall be shown on the voucher.
- C. Supporting receipts must be attached for all items of expense, unless exempt by these regulations.
- D. All items on the travel voucher should appear in chronological order and all expenses for the period must be included.
- E. Each day's expense shall be shown separately and totaled.
- F. The certification on each voucher shall be attested to by the manual signature of the employee. An authorized agent may not approve his or her own voucher.

**Several People Attending the Same Out of Town Event:** It is strongly recommended that if several people are attending the same out of town event that they travel together to reduce costs. This recommendation applies to employees within the same Department or from different Departments.

## Overnight Travel

**General Policy:** This policy pertains to all employees, elected officials and Commissioners. County representatives traveling on official business are expected to exercise the same care incurring expenses that a prudent person would exercise if traveling on personal business. Compliance with these regulations is the responsibility of the department head or elected official. The Controller/Administrator and the Financial Services Department will refuse to pay any travel vouchers that appear to violate the intent of these regulations.

## Authority for Overnight Travel

**Authorization:** All travel must be authorized and approved by the department head, elected official or his/her designated representative. No designated representative may approve his/her own vouchers. The Ingham County Board of Commissioners encourages County employees and County-wide elected officials to participate in professional self-improvement and continuing education efforts, and to seek out innovative and cost-effective programs and technologies for potential utilization in Ingham County. Department heads, elected officials and the presiding judges of the various courts may authorize the expenditure of budgeted funds for professional development of County employees, and to seek innovative programs and technologies for use in Ingham County. ~~The total cost of one person attending any one event, including registration, housing, meals and transportation related costs but excluding any cost which may be paid by the person attending, shall not exceed \$2,000, unless the Liaison Committee has approved the proposed expenditure.~~ **No Out of State travel will be authorized unless the Department's Liaison Committee has approved the expenditure. Any trip needed as part of an employees essential job duty (such as transporting a prisoner or escorting a child for out of state placement is not covered under this requirement.)**

Department heads, County-wide elected officials and the presiding judges of the various courts shall notify their respective liaison committees of their department's travel when an overnight stay is required. Participants in conferences and training sessions are encouraged, as appropriate, to share their experience with other members of County government by means of appropriate presentations and/or written reports.

## Travel Arrangements

~~Transportation by airline shall normally be secured by the individual agency. Arrangements made through a travel agent willing to directly bill the County are preferred. The County will be liable for the employee's travel expense and the direct billing for the County shall be for the employee only. Alternatively, these expenses can be provided through travel advances and normal reimburse procedures.~~

**The Financial Services (FS) Department will have an employee trained in scheduling and purchasing air fare and hotel reservations. All airline tickets and hotel reservation will be made by this individual. The traveling employee will submit possible travel times and dates and the FS Department will attempt to find a cost beneficial arrangement within this schedule. The County will be liable for the employee's travel expense and the direct billing for the County shall be for the employee only. Alternatively, these expenses can be provided through travel advances and normal reimburse procedures.**

**Air Travel: The policy of Ingham County is that airline travel by County employees on official business shall, whenever practical, originate from Capital City Airport. *The policy of Ingham County is that airline travel by County employees on official business shall, whenever practical and at a reasonable cost, originate from Capital City Airport. (The cost of flying from Capital City Airport should be compared to the cost of flying from other available airports to determine if the***

**cost is reasonable.)** The use of commercial airlines is permitted when it is to the advantage of the County as measured by both comparative travel costs and the time of the traveler. All travelers, or their agencies, should purchase the least expensive accommodations available on any one flight. Persons choosing to use first class transportation when tourist class is available, may charge only the tourist class fare. The additional cost for first class must be paid by the traveler and may not be charged to the County. First class fare will be allowable only when a ticket agency certifies that less expensive accommodations are not available. Such certification must accompany the reimbursement voucher.

**Round Trip Tickets:** Round trip tickets shall be secured whenever economical and practicable.

**Insurance:** Insurance coverage for persons traveling by common carrier is not allowable as a reimbursable expense.

**Transportation by Private Owned Car:** Employees or commissioners, who elect to drive a privately owned car in lieu of common carrier, shall be reimbursed at rates established in labor contracts or as provided by Board resolutions. Reimbursement for out of state travel by a privately owned car in lieu of common carrier (mileage plus lodging, per diem, and toll charges en route) is limited to the cost associated with tourist class air fare.

An employee using a County owned vehicle on County business is reimbursed for gasoline and other operating expense incurred while using the vehicle. Appropriate documentation for all such expenses must be submitted with the travel reimbursement request.

**Computation of Mileage:** Point to point out-of-state mileage will be shown in the Rand-McNally atlas mileage, plus road and bridge tolls. It is assumed that out-of-state drivers on extended trips will average 400 miles a day. The per diem allowance will be limited to the number of days required to complete the travel at that rate. Documentation is required for toll roads and bridges and the like.

**Rental Cars:** A car may be rented at a conference site with prior approval of the department head. **Only the cost for a compact vehicle will be reimbursed. The cost for any upgrade from a compact vehicle will be the responsibility of the employee. There is no need to purchase insurance when renting a vehicle since it is covered under the County's insurance policy.** Reimbursement for a rental vehicle precludes any reimbursement for local travel costs at the conference site.

**Per Diem Allowance:** A per diem Meals and Incidental Expense (M&IE) allowance is provided for overnight travel. The per diem allowance is limited to the M&IE rate published by the IRS. The current M&IE rates will be available through the Financial Services Department. Incidental expenses are defined by the IRS and include expenses for laundry, cleaning and pressing clothes and fees and tips for service (e.g. tip to a baggage handler or waiter). Receipts are not required for the per diem allowance. M&IE expenditures in excess of the per diem allowance will not be paid.

The per diem allowance will be prorated for any partial days at the beginning or end of the travel per the following tables:



Departure Time	Percent of Per Diem
Before 8:00 a.m.	100%
Between 8:00 a.m. and 2:00 p.m.	75%
After 2:00 p.m.	50%

Return time	Percent of Per Diem
After 2:00 p.m.	100%
Between 10:00 a.m. and 2:00 p.m.	75%
Before 10:00 a.m.	50%

**Meals Reimbursement:** The cost of meals while traveling overnight is an allowable expense. If a meal is provided at the hotel or as part of the conference, no additional amount will be allowed. The actual cost of any meal will be reimbursed up to the cost of the I.R.S. Meals and Incidental Expense (M&IE). Appropriate detailed receipts must be submitted and maximum gratuity is 15%. No reimbursement for alcoholic beverages will be allowed.

If the travel is for less than a full day the following meals will be allowed as explained above:

Departure Time	Allowable Meals
Before 8:00 a.m.	3 meals 100% of Per Diem
Between 8:00 a.m. and 5:00 p.m.	2 meals 70% of Per Diem
After 5:00 p.m.	1 meal 40% of Per Diem

Return time	Allowable Meals
After 5:00 p.m.	3 meals 100% of Per Diem
Between 10:00 a.m. and 5:00 p.m.	2 meals 70% of Per Diem
Before 10:00 a.m.	1 meal 40% of Per Diem

The cost for any additional activities provided outside the conference will not be allowed. The above schedule is allowable only during the day of departure or return. As detailed in another section of this policy, no meal allowances are permitted for any travel which begins and ends on the same day.

**Documentation:** Receipts are required for all other transactions in excess of \$25.00 claimed on the travel voucher as reimbursable items.

**Foreign Travel:** Travel expenses incurred while traveling in a foreign country will be reimbursed at the rate charged by the employee's credit card or the published exchange rate at the time of the expenditure. A copy of the credit card statement or an exchange rate table from any financial publication should be provided to support the rate claimed. Daily and weekly exchange rate data is also available on the Federal Reserve Board website.

**Lodging Charges and Meals:** Sales and use taxes, applicable to lodging charges are reimbursable in addition to the regular lodging allowance. Only the actual lodging expenses paid, plus tax, are allowable. Receipts for lodging expenses are required. Any change in hotel location during continuous occupancy by an employee must be explained on the voucher. Reimbursement for hotel or motel room expense will be made for a **standard single room. Any cost for the upgrade of a room will be the responsibility of the employee.**

**Lodging Charges for Multiple Occupancy:** When a County employee in travel status shares hotel or other lodging with other County employees, reimbursement to the traveler will be as follows:

- A. If hotel or other lodging is shared with a person other than a County employee, reimbursement to the County employees will be at the single rate. Documentation supporting the single rate must be available.
- B. If hotel or other lodging is shared with two or more County employees or Commissioners and they all occupy the same room, reimbursement to the County employee or Commissioner will be based on the amount paid.

**Guidelines:** The following rules are established as guides for the employee and the approving officials:

1. It is expected that expenses incidental to official County travel will be held to the minimum amount required for essential and efficient conduct of County business. The department head, elected official or his/her authorized representative approving the travel voucher will be held responsible in his/her certification for all items of expense as being necessary and correct.
2. Expenditures for hospitality expenses and/or alcoholic beverages will not be reimbursed under any circumstances
3. When travel expense vouchers are supported by receipts that show signs of erasures or alterations, the voucher will be returned to the employing department for a statement of facts explaining the reason for the alteration before the travel voucher will be approved for payment.
4. ~~No employee shall travel as the guest of any current or potential private vendor who could reasonably be expected to offer service to the County in the future, unless a written statement is provided to the vendor, with a copy of the County's policy on competitive purchasing and advising that any expenses incurred with respect to such travel shall not be part of the consideration in the award of the bid or proposal.~~
4. **No employee shall travel as the guest of any current or potential private (non-grantor) vendor who could reasonably be expected to offer service to the County in the future unless authorized by the Department's Liaison Committee.**

5. **Telephone:** During travel, an employee will be reimbursed for one personal phone call not to exceed \$10.
6. **Interview for Positions:** Candidates for professional or management positions may be allowed travel expenses to be paid by the interviewing department at rates not in excess of those established by these regulations, provided funds are available.
7. Employees may take annual leave during a tour of travel with approval of the department head or elected official, provided, that in no case shall travel expenses be allowed while in annual leave status. Whenever an employee in travel status becomes incapacitated due to illness or injury certified by a licensed physician that is allowable as sick leave, he may continue in travel status for a period not to exceed seven calendar days at rates not to exceed M&IE allowance and lodging charges as provided in these regulations.
8. An employee will be considered to be in travel status on non-work days unless the employee can return to his/her official work station or home prior to a non-work day. Employees may be entitled to compensation for work performed on non-workdays pursuant to applicable collective bargaining agreements. **Every effort should be made to find an alternative to paying the employee overtime for traveling or attending a conference during a non-workday.**
9. Enrollment or registration fees for approved conventions and meetings of associations or organizations are allowable for employees attending as official representatives of the County. Advance registration is preferred. Receipts must be attached for reimbursement.

## **Accounting for Travel Advances and Advances for Travel**

**Requisition for Travel Advance:** Departments are authorized to make travel advances for specific trips of employees and Commissioners traveling on County business, subject to approval by the County Controller/Administrator. Requests for such advances should be made at least ten days prior to departure, but no more than 30 days before departure. An employee or Commissioner taking a trip with the appropriate prior approval, which would involve personal cash outlay for travel expenses, shall furnish the Controller/Administrator a statement setting forth the purpose of the trip, expected travel period, method of transportation, itinerary, and an estimate of cash outlay for travel showing individually the estimated costs to be borne by the County.

Travel advances will not be issued for less than \$50.00. Such de minimis expenditures will be reimbursed on a standard Travel Expense Voucher.

**Issuing Advances:** The official or employee shall request a travel advance by submitting a travel advance form. The preparer must retain a copy of the form. Receipt of a travel advance is

conditional upon agreement to a payroll deduction to settle any unsubstantiated expenses. (See Failure to Comply below). Financial Services shall issue travel advances to employees with the concurrence of the employee's department head.

**Travel Advance Settlement:** A travel advance should be settled within five working days subsequent to the final date of expenses listed on the travel advance form. Actual expenditures shall be reconciled to the amount of advances on the copy of the travel advance form. This completed and signed form shall be submitted to Financial Services along with any required documentation.

A check must be submitted to the Ingham County Treasurer for any excess travel advance.

**Failure to Comply:** IRS regulations require substantiation of expenses and the return of any excess travel advance within a reasonable period of time (60 days). Any portion of a travel advance not settled within 60 days shall be recovered through payroll deductions.

**Travel Reimbursements:** Overnight travel expenses incurred without benefit of a travel advance will be reimbursed on a travel voucher. Such reimbursement claims will be prepared and submitted on the standard Travel Expense Voucher, itemized and stated by these regulations.

## **Use of County-Owned Vehicles**

This policy shall cover and apply to all official's and employee's use of all vehicles owned by Ingham County, except that this policy may be considered modified, but only to the extent that provisions of a collective bargaining agreement expressly provide for vehicle use in a manner inconsistent with this policy.

All vehicles acquired by Ingham County are for the use and purpose of County business only, and all officials and employees of the County operating vehicles are subject to and required to adhere to the terms of this policy

Except as otherwise specifically provided in this policy, no official and no employee shall use a County-owned vehicle for personal use. County-owned vehicles shall be used for County business.

County employees may use County-owned vehicles for commuting to and from employment only if specifically required to do so for the purposes of on-call duty, or if specifically authorized by the employee's department head or elected official, as being necessary and in the best interest of the County. Except as permitted herein, there shall be no commuting with County-owned vehicles and there shall be no other personal use of County-owned vehicles by County employees. Employees shall report in writing bi-weekly the number of "commuting days" to the employee's department head or elected official.

Personal use of County-owned vehicles by an employee may be subject to taxation to that employee by the Internal Revenue Service.

## OTHER REIMBURSEMENTS

**Miscellaneous Expenditures:** County funds may be expended for supplies to the extent that such supplies are consumed by the general public or used in the conduct of normal business. Whenever possible, supplies should be billed to Ingham County by the vendor. If direct billing is not possible, an employee may be reimbursed for such expenses.

**Charges not Reimbursable:** In general, the County is not liable for any loss or damage to an employee's property.

**Sales Tax:** As a governmental entity, Ingham County is not subject to state sales tax. Sales tax should not be paid on any item purchased for the exclusive use of Ingham County. Ingham County's tax exempt number is 38-6005629. An exemption certificate is available from the Purchasing Department, if required.

**Registration Fees:** Enrollment or registration fees for approved conventions and meetings of associations or organizations are allowable for employees attending as official representatives of the County. Documentation must be attached.

**Toll Calls and Cellular Phones:** An employee may be reimbursed for the actual cost of business calls. Ingham County will not reimburse expenses associated with normal monthly costs, service fees, or equipment repair charges. The amount to be reimbursed should be documented with a copy of an itemized billing. Business calls included in "free time" under a cellular phone agreement may be reimbursed at rates to be determined by the County Controller/Administrator based on the County's cellular phone contract or some other reasonable method.

**Retiree Recognition Policy:** County funds may be utilized to recognize and honor retirees to a maximum of \$75.00 for employees who have a minimum of ten years and \$150.00 for employees who have a minimum of 25 years. **A completed Retiree Recognition Expense Form is required to be submitted with the invoice for payment.**

**Guests:** The cost of guest meals is allowable when incurred by department heads only if it can be shown that such cost was incidental and necessary to the conduct of official County business. In no cases will the amount allowed be in excess of the maximum established in these regulations. Full explanation must be given on the voucher, including the name of the guest. **Meal expenses for no more than five (5) non-County guests, invited for a meal only, for consultation and advice on matters of County business, may be reimbursed at actual cost not to exceed established rates.** Tips are limited to 15%.

**Food and Beverages for Meetings:** **Food and beverages purchased for staff meetings and staff lunches are not allowable expenses. Only meetings which include community members, vendors or other outside parties will be allowed to serve food and beverages at the County's**

**expense. The Business Meal or Business Food Expense form must accompany all requests for reimbursement or submittal of the P Card documentation.**

**Rental of Rooms:** Expenses for rental of special rooms for meetings will be approved only when County owned facilities are not available. Approval from the Controller/Administrator is required. Receipts are required.

**Dues and Subscriptions:** Professional dues and subscriptions will only be allowable expenses if they are required for an employee's essential job duty or are necessary to provide a Department's primary service.

**Documentation and Processing:** All requests for reimbursement must have adequate documentation. Employees are encouraged to order items with per unit cost of \$100 or more through the Purchasing Department. A purchase order should be issued to the vendor for such purchases.

An employee may request reimbursement by including the expense on a standard Travel Expense Voucher with his or her mileage. (NOTE: The correct charging distribution number should be indicated.) Alternately, a reimbursement voucher may be submitted. The voucher should be made payable to the employee. The description should read "employee reimbursement" and should also indicate the employee's department.

**Enforcement:** The Director of Financial Services has the authority to reject any expenditure which he or she believes is not in accordance with this policy. Any employee disagreeing with this decision can appeal the decision to the County Controller.

	County Attorney	Road Commission	Drain/Animal Control/ Dist. Ct./Sheriff	Medical Care Facility/Housing	Grady Porter Bldg./VMC	Hilliard Bldg/ Courthouse	Human Services Bldg.	Ingham Co. Family Center/Ingham Academy	Potter Park and Zoo
County Attorney	-----	<u>15</u> 30	<u>14</u> 28	<u>14</u> 28	<u>1</u> 2	<u>16</u> 32	<u>5</u> 10	<u>4</u> 8	<u>3</u> 6
Road Commission	<u>15</u> 30	-----	<u>1</u> 2	<u>10</u> 20	<u>14</u> 28	<u>1</u> 2	<u>9</u> 18	<u>11</u> 22	<u>13</u> 26
Drain/Animal Control/ Dist. Ct./Sheriff	<u>14</u> 28	<u>1</u> 2	-----	<u>11</u> 22	<u>14</u> 28	<u>1</u> 2	<u>9</u> 18	<u>10.5</u> 21	<u>12.5</u> 25
Medical Care Facility/Housing Commission	<u>14</u> 28	<u>10</u> 20	<u>11</u> 22	-----	<u>12</u> 24	<u>9</u> 18	<u>8</u> 16	<u>10</u> 20	<u>11</u> 22
Grady Porter Building/VMC	<u>1</u> 2	<u>14</u> 28	<u>14</u> 28	<u>12</u> 24	-----	<u>15</u> 30	<u>3</u> 6	<u>3</u> 6	<u>2</u> 4
Hilliard Bldg/ Courthouse	<u>15</u> 30	<u>1</u> 2	<u>1</u> 2	<u>9</u> 18	<u>15</u> 30	-----	<u>9</u> 18	<u>12</u> 24	<u>14</u> 28
Human Services Bldg.	<u>5</u> 10	<u>9</u> 18	<u>9</u> 18	<u>8</u> 16	<u>3</u> 6	<u>9</u> 18	-----	<u>2.5</u> 5	<u>3</u> 6
Ingham Co. Family Center/ Academy	<u>4</u> 8	<u>11</u> 22	<u>10.5</u> 21	<u>10</u> 20	<u>3</u> 6	<u>12</u> 24	<u>2.5</u> 5.0	-----	<u>3</u> 6
Potter Park and Zoo	<u>3</u> 6	<u>13</u> 26	<u>12.5</u> 25	<u>11</u> 22	<u>2</u> 4	<u>14</u> 28	<u>3</u> 6	<u>3</u> 6	-----

Animal Control, 600 Curtis, Mason  
County Attorney, 601 N. Capitol, Lansing,  
55<sup>th</sup> District Court, 700 Buhl, Mason  
Drain Commissioner's Office, 707 Buhl Avenue, Mason  
Community Health Center-Sparrow, 1322 E. Michigan, Lansing  
Community Health Center-St. Lawrence, 1100 W. Saginaw, Lansing  
Grady Porter Building, 303 W. Kalamazoo, Lansing,  
Hilliard Building, 121 E. Maple, Mason  
Human Services Building, 5303 S. Cedar, Lansing

Housing Commission, 3882 Dobie Road, Okemos  
Ingham County Courthouse, 341 S. Jefferson, Mason  
Ingham County Family Center/Ingham Academy, 1601 W. Holmes Road, Lansing  
Ingham Medical Care Facility, 3860 Dobie Road, Okemos  
Potter Park and Zoo, 1301 S. Pennsylvania, Lansing  
Road Commission, 301 Bush, Mason  
Sheriff's Office, 630 N. Cedar, Mason  
Veterans Memorial Courthouse, 313 W. Kalamazoo

	Human Services Building	Healthy Smiles Dental Clinic	Otto Community Hlth Center	Well-Child Health Center	Willow Teen Health Services	Health Plan Mgmt.	St Lawrence Health Center	Sparrow Health Center	Ingham County Jail
Human Services Building	----- $\frac{2}{4}$	$\frac{2}{4}$	$\frac{5}{10}$	$\frac{3}{6}$	$\frac{5}{10}$	$\frac{.5}{1}$	$\frac{5}{10}$	$\frac{4.5}{9}$	$\frac{8}{16}$
Healthy Smiles Dental Clinic	$\frac{2}{4}$	-----	$\frac{4}{8}$	$\frac{1}{2}$	$\frac{4}{8}$	$\frac{2.5}{5}$	$\frac{4}{8}$	$\frac{2.5}{5}$	$\frac{11.5}{23}$
Otto Community Health Center	$\frac{5}{10}$	$\frac{2}{4}$	-----	$\frac{4}{8}$	$\frac{1.5}{3.0}$	$\frac{6}{12}$	$\frac{2}{4}$	$\frac{2.5}{5}$	$\frac{15}{30}$
Well-Child Health Center	$\frac{3}{6}$	$\frac{1}{2}$	$\frac{4}{8}$	-----	$\frac{3}{6}$	$\frac{3}{6}$	$\frac{3.5}{7}$	$\frac{3}{6}$	$\frac{13}{26}$
Willow Teen Health Srv.	$\frac{5}{10}$	$\frac{4}{8}$	$\frac{1.5}{3.0}$	$\frac{3}{6}$	-----	$\frac{5.5}{11}$	$\frac{1}{2}$	$\frac{2}{4}$	$\frac{14.5}{29}$
Health Plan Management	$\frac{.5}{1}$	$\frac{2.5}{5}$	$\frac{6}{12}$	$\frac{3}{6}$	$\frac{5.5}{11}$	-----	$\frac{5.5}{11}$	$\frac{4.5}{9}$	$\frac{8}{16}$
St Lawrence Health Center	$\frac{5}{10}$	$\frac{4}{8}$	$\frac{2}{4}$	$\frac{3.5}{7}$	$\frac{1}{2}$	$\frac{5.5}{11}$	-----	$\frac{2}{4}$	$\frac{14.5}{29}$
Sparrow Health Center	$\frac{4.5}{9}$	$\frac{2.5}{5}$	$\frac{2.5}{5}$	$\frac{3}{6}$	$\frac{2}{4}$	$\frac{4.5}{9}$	$\frac{2}{4}$	-----	$\frac{13}{26}$
Ingham County Jail	$\frac{8}{16}$	$\frac{11.5}{23}$	$\frac{15}{30}$	$\frac{13}{26}$	$\frac{14.5}{29}$	$\frac{8}{16}$	$\frac{14.5}{29}$	$\frac{13}{26}$	-----

Health Plan Management, 5656 S. Cedar, Lansing  
Healthy Smiles Dental Clinic, 2815 S. Pennsylvania, Lansing  
Jail Medical. Sheriff's Dept., 630 N. Cedar, Mason  
Otto Community Health Center, 500 E. Thomas, Lansing

St. Lawrence Health Center, Suite 500, 1100 W. Saginaw, Lansing  
Sparrow Health Center, 1322 E. Michigan, #308, Lansing  
Well-Child Health Center of Ingham County, 901 E. Mt. Hope, Lansing  
Willow Teen Health Services, 306 W. Willow, Lansing



	Baldwin Park	Burchfield/Riverbend	Hawk Island	Hope Soccer	Parks Dept.	Lake Lansing North	Lake Lansing South	Rayner Park	Potter Park Zoo
Baldwin Park	----- <u>13</u> 26	<u>21</u> 42	<u>19</u> 38	<u>16</u> 32	<u>37</u> 74	<u>36</u> 72	<u>15</u> 30	<u>21</u> 42	
Burchfield/Riverbend	<u>13</u> 26	----- <u>9</u> 18	<u>8</u> 16	<u>9</u> 18	<u>25</u> 50	<u>23</u> 46	<u>10</u> 20	<u>10</u> 20	
Hawk Island	<u>21</u> 42	<u>9</u> 18	----- <u>2</u> 4	<u>10</u> 20	<u>12</u> 24	<u>10</u> 20	<u>11</u> 22	<u>2</u> 4	
Hope Soccer Complex	<u>19</u> 38	<u>8</u> 16	<u>2</u> 4	----- <u>7</u> 14	<u>12</u> 24	<u>11</u> 22	<u>10</u> 20	<u>4</u> 8	
Parks Dept.	<u>16</u> 32	<u>9</u> 18	<u>10</u> 20	<u>8</u> 16	----- <u>14</u> 28	<u>13</u> 26	<u>1</u> 2	<u>14</u> 28	
Lake Lansing North	<u>37</u> 74	<u>25</u> 50	<u>12</u> 24	<u>12</u> 24	<u>14</u> 28	----- <u>2</u> 4	<u>18</u> 36	<u>10</u> 20	
Lake Lansing South	<u>36</u> 72	<u>23</u> 46	<u>10</u> 20	<u>11</u> 22	<u>13</u> 26	<u>2</u> 4	----- <u>16</u> 32	<u>9</u> 18	
Rayner Park	<u>15</u> 30	<u>10</u> 20	<u>10</u> 20	<u>10</u> 20	<u>2</u> 4	<u>18</u> 36	<u>16</u> 32	----- <u>13</u> 26	
Potter Park Zoo	<u>21</u> 42	<u>10</u> 20	<u>2</u> 4	<u>4</u> 8	<u>14</u> 28	<u>10</u> 20	<u>9</u> 18	<u>13</u> 26	

Baldwin, 4999 S. Onondaga, Onondaga  
 Burchfield Park/Riverbend Natural Area, 881 Grovenburg, Holt  
 Hawk Island, 1601 E. Cavanaugh, Lansing  
 Hope Soccer Complex, 5801 Aurelius, Lansing  
 Ingham County Parks Department, 121 E. Maple, Mason

Lake Lansing North, 6260 E. Lake Drive, Haslett  
 Lake Lansing South, 1621 Pike Street, Haslett  
 Potter Park and Zoo, 1301 S. Pennsylvania, Lansing  
 Rayner Park, 730 E. Ash, Mason

TO: County Services Committee

FROM: Matthew J. Myers, Ph.D., Controller/Administrator

DATE: March 5, 2009

RE: Resolution Authorizing the Release of an Attorney/Client Privileged Communication

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The Ingham County Board Rules adopted in 2006 states the following with regard to the Release of an Attorney/Client Privileged Communication:

- I. **RELEASE OF ATTORNEY-CLIENT PRIVILEGED COMMUNICATIONS.** Attorney-client privileged communications may be released to persons and/or the general public under the following conditions:
  1. A county commissioner requests the release of an Attorney-client privileged communication.
  2. The county attorney provides his or her opinion regarding the release of such privileged communication to the County Services Committee. The county attorney will determine if disclosure could have any negative effect on pending litigation or other legal matters.
  3. The County Services Committee shall make a recommendation to the full Board of Commissioners.

MJM/lrs

Introduced by Commissioner Andy Schor and the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AUTHORIZING THE RELEASE OF ATTORNEY/CLIENT  
PRIVILEGED COMMUNICATIONS**

WHEREAS, the County Attorney has issued an Attorney/Client Privileged legal opinion regarding the communications of October 30, 2007 for Road Patrol and the May 9, 2008 Township Special Assessment for Police Services; and

WHEREAS, the Law Enforcement Committee is requesting the release of the Attorney/Client Privileged communications; and

WHEREAS, the County Attorney believes the release of these opinions would not have any negative effect on pending litigation or other legal matters; and

WHEREAS, the County Services Committee recommends that these opinions be released.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes the release of the Attorney/Client Privileged legal opinions from Cohl, Stoker, Toskey & McGlinchey, P.C. regarding the communications of October 30, 2007 for Road Patrol and the May 9, 2008 Township Special Assessment for Police Services.

## INGHAM COUNTY BOARD OF COMMISSIONERS

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P.O. Box 319 ● Mason, MI. 48854 ● Phone: (517) 676-7200 ● Fax: (517) 676-7264

**TO:** County Services and Finance Committees

**FROM:** Debbie De Leon, Chairperson  
Board of Commissioners

**SUBJECT:** Ingham County Procurement Policy

**DATE:** March 9, 2009

Attached for your review and feedback is a draft Ingham County Procurement Policy, which also includes Purchasing Protocols and a Responsible Construction Contracting for Local Governments addendum. The intent of the policy is to insure that there is a defined process that everyone can follow that provides for accountability and responsibility throughout the policy. It also ensures that the County purchase quality goods and services at competitive prices in a cost-efficient manner, while still providing a fair opportunity to all contractors and vendors. The policy incorporates the County's existing policies governing purchases, leases of goods and services, the payment process, contracts and leases, environmentally and locally preferable purchases into one umbrella policy.

In addition to combining current policies into one document, this policy will serve as a tool for County departments outlining the procedures and authority necessary for the purchase of goods and services for Ingham County.

A section has been included to clearly define the methods to be utilized solely for construction projects to insure that a fair and equitable process is utilized when awarding bids and contracts to vendors. It also provides for the use of Project Labor Agreements on a case-by-case basis. Additional safeguards have been included to protect the interests of Ingham County while maintaining the County's high ethical standards and integrity.

If you have any questions or need any additional information, please feel free to contact me.

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION ESTABLISHING AN INGHAM COUNTY PROCUREMENT POLICY  
AND PURCHASING PROTOCOLS**

WHEREAS, Ingham County currently has a number of existing policies that govern purchases, leases of goods and services, the payment process, contracts and leases, environmentally and locally preferable purchases; and

WHEREAS, there is a need to clarify and update existing policies and procedures and combine them into one policy; and

WHEREAS, it is important to ensure that Ingham County purchases quality goods and services at competitive prices in a cost-efficient manner, while still providing a fair opportunity to all contractors and vendors; and

WHEREAS, this policy will serve as a resource for all departments outlining the procedures and authority necessary for the purchase of goods and services on behalf of Ingham County.

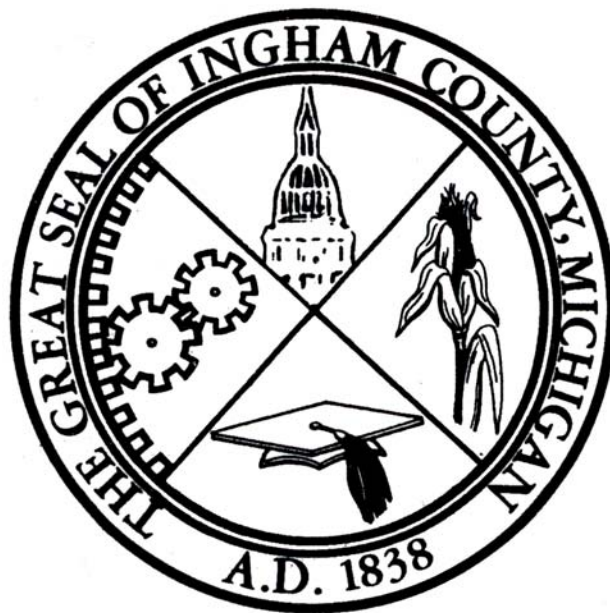
THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby adopts the attached Ingham County Procurement Policy, Purchasing Protocols and Responsible Construction Contracting for Local Governments addendum.

BE IT FURTHER RESOLVED, that all other resolutions currently in effect with reference to purchases, leases of goods and services, the payment process, contracts and leases, environmentally and locally preferable purchases are hereby rescinded, and that this resolution as adopted will supersede previous guidelines, policies or procedures.

BE IT FURTHER RESOLVED, that these policies shall take effect upon adoption of this resolution and that the County Services Committee shall be authorized to clarify and interpret said policies, as necessary, to resolve questions and issues which arise in relation to these policies.

BE IT FURTHER RESOLVED, that a copy of this resolution and policy will be forwarded to each Ingham County department.

# INGHAM COUNTY PROCUREMENT POLICY



# INGHAM COUNTY PROCUREMENT POLICY

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## INGHAM COUNTY PROCUREMENT POLICY DRAFT

3/07/09

### APPLICATION

This policy shall govern all purchases and /or leases of goods and services, payment process, contracts and leases, and environmentally and locally preferable purchases.

### INTENT

A. The intent of the Board of Commissioners is to ensure that the County purchase quality goods and services at competitive prices in a cost efficient manner while still providing a fair opportunity to all contractors/vendors, including small, minority, woman and disabled owned businesses.

B. The intent of this Procurement Policy is to provide a framework that permits department heads to operate as efficiently and economically as possible with state statutes, while allowing for oversight on significant purchases. This document delineates the protocols and authority related to the purchasing of goods and services for Ingham County. It shall be followed by all County employees and officials.

C. Nothing in this Procurement Policy shall be deemed to waive or constrain, in any manner, the sole discretion of the County, or the offices, agencies, and departments of the County in any way, including, but not limited to:

1. The right, in the exercise of sole discretion, to reject any and all bids/proposals, waive any and all informalities and/or to negotiate contract terms with the successful bidder/vendor;
2. The right, in the exercise of sole discretion, to disregard all nonconforming, nonresponsive, unbalanced or conditional bids/proposals;
3. The right, in the exercise of sole discretion, to evaluate the qualifications of the bidders/vendors, whether or not the bids comply with the prescribed requirements, and alternatives and unit prices if requested in the bid/proposal forms;
4. The right, in the exercise of sole discretion, to consider the qualifications and experience of subcontractors and other organizations (including those who are to furnish items of material or equipment), or to evaluate operation costs, maintenance considerations, performance data and guarantees of materials and/or equipment.
5. To conduct such investigation as is deemed, in the exercise of sole discretion, necessary to assist in the evaluation of any bid/proposal and/or to establish the responsibility, qualifications and financial ability of the bidders/vendors, proposed



subcontractors and other persons or organizations to do the work in accord with the contract documents to the owners satisfaction and/or within the prescribed time.

6. The right, in the exercise of sole discretion, to reject the bid/proposal of any bidder/vendor who does not pass any such evaluation to the County's satisfaction;

7. The right, in the exercise of sole discretion, to reject all bids and suspend, discontinue or abandon the project/purchase, rebid the project/purchase, or change or amend the requirements of the project/purchase. abandon the project/purchase, rebid the project/purchase, or change or amend the requirements of the project/purchase.

## GENERAL OPERATING PROCESSES

### A. OVERSIGHT

1. The Purchasing Director and Facilities/Maintenance Director are responsible to the County Controller/Administrator for the implementation of this Procurement Policy, and will be held accountable for any violation thereof.

2. The County Controller/Administrator's office will employ a Projects Oversight program to assist in the prevention of schedule overruns, cost containment, contract adherence, and overall improvement in communication via adequate, timely and useful reporting protocols, for the purpose of improving the efficiency of Ingham County government. All department heads approving the document are expected to have thoroughly reviewed all proposed purchases and, by their approval, have satisfied themselves that the intent of this Procurement Policy has been met.

### B. APPLICATION

1. No elected official, employee, or immediate family member of an elected official or employee should have a financial interest, directly or indirectly, in any contract or purchase order for goods or services used by the County. Elected officials and employees are prohibited from accepting or receiving, directly or indirectly, any promise, obligation, or contract for future reward or compensation from any proposed or actual contractor/vendor to the County.

2. If an elected official or employee of the County purchases or contracts for goods and/or services contrary to County policy as described herein, the purchase shall be void. In accordance with state laws, the Department Head shall be personally held accountable for any improper activities of his department, and may be subject to disciplinary action, including but not limited to, termination.

### C. EQUAL OPPORTUNITY EMPLOYMENT/NONDISCRIMINATION POLICY

1. It Is the policy of the Ingham County Board of Commissioners that all vendors who

provide goods and services to Ingham County government by contract or purchase order, shall, as a condition of providing goods and services, adhere to all Federal, State and local laws, ordinances, rules and regulations, and policies, If applicable, prohibiting discrimination in regard to persons to be served and employees and applicants for employment including, but not limited to, the following:

- a. The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.
- b. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- c. Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat 355, as amended, and rules adopted thereunder.
- d. The Americans with Disabilities Act of 1990, PL101-336, 104 Stat 327 (42 USCA § 12101 et seq.), as amended, and regulations promulgated thereunder.

2. Furthermore, the vendor who is selected as the Contractor, as a condition of providing goods and services, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privilege of employment, or a matter directly or indirectly related to employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, height, weight, marital status, age or political affiliation (except where age, sex or lack of disability constitutes as a bona fide occupational qualification).

3. Where there has been a conclusive finding that a vendor has violated Federal, State or local equal opportunity statutes, ordinances, rules/regulations, or policies, that vendor shall be barred from providing goods and services to Ingham County for five (5) years from the date that a determination of the violation has been made in accordance with applicable statutes, ordinances, rules/regulations, or policies or from the date that such determination becomes known, unless a specific exemption is granted by the Board of Commissioners.

4. Any violation of Federal, State, or local equal opportunity statutes, ordinances, rules/regulations, or policies during the course of time during which the vendor is providing goods or services to the County shall be regarded as a material breach of any contract between the County and the vendor, and the County may terminate such contract effective as of the date of delivery of written notification to the vendor.

5. Any employee of a vendor providing goods and services by contract to the County, or any employee of a subcontractor of a vendor providing goods and services to the County by contract, or any bona fide organization representing such employees may file a written complaint with the Board or its designated agent, If any, challenging the compliance by a vendor with the terms of this policy, the Board or its designated agent shall then conduct an investigation to determine whether the policy has been violated.

6. Any vendor found to have retaliated in violation of a Federal or State law against an employee for filing a claim of violation of Federal, State, or local equal opportunity statutes, ordinances, rules/regulations, or policies shall be ineligible to provide any goods or services to Ingham County government for a period of five (5) years from the date of such finding.

#### D. WORKPLACE DIVERSITY

1. Ingham County encourages, but In no way requires, Its vendors to develop and maintain a diverse workforce that Is reflective of the population of Ingham County. According to the U.S. Census Bureau, the statistics of Ingham County's population in 2005 was comprised of the following:

- a. White persons - 81.5%
- b. Black or African American persons - 11%
- c. American Indian and Alaska Native persons - 0.6%
- d. Asian persons - 4.3%
- e. Native Hawaiian and other Pacific Islander - 0.1%
- f. Persons of Hispanic or Latino origin - 5.9%

2. Ingham County tracks vendor diversity Information with companies with which they do business. Reporting of this Information to the County Is optional and not all companies participate.

3. Statistical Information regarding workforce diversity is submitted to the County in a separate sealed envelope containing the notation "STATISTICAL INFORMATION- NOT TO BE OPENED UNTIL AFTER THE AWARD OF THE CONTRACT." Upon receipt of these separate sealed envelopes, the Purchasing Department segregates the envelopes from the other bidding documentation. The envelopes containing the statistical Information are not opened until the award of the contract, and are not considered, in any way, in the award of the contract.

#### E. LOCAL PURCHASING PREFERENCE POLICY

1. The Ingham County Board of Commissioners (BOC) believes that Its purchasing policies should encourage local vendors to provide goods and/or services to Ingham County government, resulting in increased economic activity by hiring Ingham County residents, tax revenues, and expenditures, and to entice business relocations to the County. As such, In 2005, the BOC amending Its purchasing policies to include a purchasing preference to qualified and registered local vendors who respond to formal

bids or proposals for the purchase of goods and/or supplies, issued by the Ingham County Purchasing Department.

2. A "local vendor" is defined as a vendor that operates a business within the legally defined boundaries of Ingham County. The vendor must also agree to comply with all other policies and requirements of the County. For purposes of this subsection, "local business" shall mean a business which:

a. Has had a fixed office or distribution point located in and having a street address within Ingham County for at least twelve (12) months immediately prior to the issuance of the request for quotations, competitive bids or request for proposals by the County; and has made payment of property taxes to Ingham County on real or personal property within the past year;

b. Holds any business license required by the County, and/or, if applicable, any of its Municipalities; and

c. Employs at least one full-time employee, or two part-time employees whose primary residence is in Ingham County, or, if the business has no employees, the business shall be at least fifty (50) percent owned by one or more persons whose primary residence is in Ingham County.

d. Any person or business falsely claiming to be a local vendor under this section shall be ineligible to transact any business with the County for a period of not less than three (3) months and not more twenty-four (24) months, at the sole discretion of the BOC. The shall also have the right to terminate all or any part of any contract entered into with such person or business,

e. Prior to the purchasing agent declaring any person or business not a "local vendor" or ineligible to transact business with the county, such person or business shall be entitled to a public hearing before the CSC and to a five (5) day notice of the time and place thereof.

f. This section shall not apply to contracts required by state or federal statutes or regulations to be awarded to the "lowest responsible bidder," or otherwise exempted from local preference.

3. An "Ingham County resident" is defined as an individual who is domiciled within the boundaries of Ingham County during the entire time of the performance of the contract and who can verify his or her domicile, upon request of the Contractor/Vendor or County, by producing documentation such as a valid and current Michigan driver's license or other documentation sufficient to provide reliable evidence that verifies that the individual is domiciled within the County.

4. The policy works by allowing a local vendor who submits a responsive bid that is within 10% of the lowest responsive bid to reduce its bid to meet the lowest responsive

bid, and In doing so, be considered the lowest responsive bidder and awarded the contract, provided however, that the Initial lowest responsive bid Is not from another local vendor.

5. A local vendor who submits a responsive proposal which includes a cost proposal which is within 10% of the cost of the lowest responsive proposal, shall be given the opportunity to reduce Its proposed cost to meet the cost of lowest responsive proposal, and upon doing so, the proposal shall be evaluated as having a cost component which Is the lowest, provided however, that the Initial lowest responsive proposal Is not from another local vendor. Having the lowest cost proposal, however, does not necessarily result in the award of the proposal, because of other factors also being evaluated.

6. Local Contractors/Vendors who utilize non-local vendors as subcontractors for more than 50% of the work in a specific bid or proposal shall not be entitled to preference as a local vendor for that specific bid or proposal. Similarly, Contractors/Vendors who do not utilize local suppliers or subcontractors, shall forfeit Local Contractor/Vendor status.

7. In order to validate compliance with this Local Purchasing Preference Policy, Contractor/Vendor shall keep and provide when requested, an accurate record showing the names, addresses, hours employed and per diem pay of each person employed by the Contractor/Vendor, including full-time, part-time, permanent and/or temporary employees. In the event of failure to utilize local residents for Ingham County work, Contractors/Vendors shall maintain and provide to the County, an accurate record describing in detail the Contractor's or Vendor's good-faith efforts to secure the employment of residents of Ingham County.

8. The following purchases are exempt from the provisions of this policy:

a. Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety or welfare of the citizens of the County, or where in the judgment of the County Controller/Administrator the operational effectiveness or a significant County function would be seriously threatened if a purchase was not made expeditiously.

b. Purchases with any sole source supplier for supplies, materials, or other equipment.

c. Purchases made through the State of Michigan's Extended Purchasing Program, or other cooperative purchasing contractual arrangements utilized by the Purchasing Department.

9. Any person, firm, corporation or entity intentionally submitting false information to the County in an attempt to qualify for the local purchasing preference shall be barred from bidding on county contracts for a period of not less than three (3) years.

## F. LIVING WAGE

1. Overview of Living Wage: vendors contracting with the County primarily to perform Services are required to pay their employees a "living wage" if the following two (2) conditions apply:

- a. The total expenditure of the contract or the total value of all contracts the vendor has with the County exceeds \$50,000 in a twelve-month calendar; and,
- b. The vendor employs five (5) or more employees.

Subcontractors providing services to the County who employs five (5) or more employees and where the total value of the contract(s) exceeds \$ 25,000 are also required to pay a "living wage."

2. Living Wage Defined: an hourly wage rate that is equivalent to 125% of the federal poverty level. For 2009, the "living wage" is \$13.78 per hour. Twenty percent of the "living wage" costs paid by the employer can be for an employee's health care benefits. This wage rate applies to part and full-time employees who work on County contracts.

3. Living Wage Exemptions: the following group of vendors and special conditions are exempted from paying "living wages";

- 1) Public Entities
- 2) Entities with 501(c)(3) status who have nine (9) or fewer employees.
- 3) Employees working under the terms of a collective bargaining agreement.
- 4) Contracts where County policy requires the payment of prevailing wages (construction contracts).
- 5) Programs designed specifically for high school and/or college students such as a bona fide training, summer or youth employment, work-study, volunteer/public service, or internship programs.
- 6) Co-op employees employed as part of a high school or college co-op program, which is part of the employee's educational curricula.
- 7) Programs which operate to train people with disabilities and which are designated as community rehabilitation programs, work activity centers and/or sheltered workshops.
- 8) Temporary or seasonal employees.

## G. INDEMNIFICATION AND HOLD HARMLESS

1. The contractor/vendor whose proposal is accepted must agree to the following indemnification and hold harmless responsibilities:
2. The Contractor shall, at its own expense, protect, defend, indemnify, and hold harmless Ingham County, its elected and appointed officers, employees and agents from all claims, damages (including, but not limited to direct, indirect, Incidental, consequential, special and punitive damages), costs, lawsuits and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees, that they may Incur as a result of any acts, omissions or negligence of the selected firm, its employees or agents or its subcontractors of sub-subcontractors, or any of their officers, employees or agents which may arise out of the contract.
3. The Contractor's Indemnification responsibilities shall Include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to Ingham County, or Its elected and appointed officers, employees, agents or by the insurance coverage obtained and/or maintained by the selected firm pursuant to the requirements of this RFP and the contract/purchase order entered into.

## H. PREVAILING WAGE

1. It is the policy of Ingham County to require the payment of prevailing wages on any construction contract exceeding \$10,000 as determined by using the wage guidelines promulgated by the U.S. Secretary of Labor pursuant to the Davis-Bacon Act. The Prevailing Wage rates for construction projects are Included In the bid packets. Construction contractors should be aware of the following:
  - a. The awarded Contractor is required to submit timely and weekly Certified Payrolls for all periods worked on said project to the Purchasing Department, 121 E. Maple St., Mason, MI 48854, Attention: Director of Purchasing.
  - b. It is the responsibility of the Contractor to notify its subcontractors that said project requires the payment of prevailing wages.
  - c. It is the responsibility of the Contractor to supply its subcontractors with the prevailing wage rate schedule that Is Included In the solicitation.
  - d. Prevailing wage compliance will be monitored by the Ingham County Purchasing Department and Michigan FaIr Contracting Center (MFCC).
  - e. When required, Compliance Monitors will conduct brief interviews with workers throughout the duration of said project.
  - f. Workers will be Informed of the prevailing wage rates during the interview.

Workers will be asked if they are receiving the correct pay, fringe benefits, and overtime as required by the County of Ingham.

g. Workers may be asked to show the Compliance Monitor a paycheck stub on a periodic basis to verify fringe benefit breakdowns and the actual rate of pay received by the worker, including overtime.

h. The Contractor shall provide the appropriate ratio of Journeymen to Apprentice workers as determined by the U.S. Department of Labor, Bureau of Apprentice Training. The ratio will be monitored through worker interviews. Workers may be asked to provide their Apprentice or Journeymen cards to verify their status.

i. When requested, the Contractor and Its sub-contractors shall provide the appropriate apprentice level on the Certified Payroll Form.

j. When requested, the Contractor and its sub-contractors shall submit a detailed breakdown of all fringe benefits paid to their employees for all work on County construction projects.

## I. INCORPORATED COMPONENTS

1. This Procurement Policy incorporates the following documents, included and made part of this Procurement Policy as if fully written herein.

a. Equal Opportunity Employment/nondiscrimination documents, as follows:

1) Ingham County Board of Commissioners “Resolution Requiring County Vendors to Conform to the Ingham County Equal Opportunity Employment/Nondiscrimination Policy,” adopted December 10, 2002 and designated Resolution #02-283;

2) Ingham County Board of Commissioners “Resolution Amending Resolution #02-283 (Requiring County Vendors to Conform to the Ingham County Equal Opportunity Employment/Nondiscrimination Policy),” adopted March 25, 2003 and designated Resolution #03-71;

3) Ingham County Board of Commissioners “Resolution Amending Resolution #02-283 (Requiring County Vendors to Conform to the Ingham County Equal Opportunity Employment/Nondiscrimination Policy, adopted July 22, 2003 and designated Resolution #03-183);

b. The Ingham County Project Labor Agreement Policy (ICPLAP) and any applicable PLA adopted pursuant to that policy on a particular project, is to be used where applicable;



c. The “Responsible Contractor Policy” published by the Michigan Association of Responsible Contracting;

d. The Ingham County Purchasing Protocols (insert adoption info)

2. These incorporated documents are included and made part of this Policy as if fully written herein. These components are intended to form a unified cohesive body of documents whose provisions will guide all County employees and representatives, as well as all contractors, vendors and consultants who may contract with the County for the provision and/or lease of labor, materials and goods, equipment and services. Any inconsistencies or contradictory language within or between this Policy and its incorporated components will be resolved by interpretation in favor of the County.

## CONTRACTOR/VENDOR SELECTION PROCESS

### A. GENERAL POLICIES

1. The County's Purchasing Department shall be responsible for bidding out the purchase of goods and services to qualified contractors/vendors. The competitive bid process among prequalified bidders shall be used.

2. Prequalification policy:

a. Any contractor or vendor who desires to become pre-qualified to bid on specific Ingham County work, whether or not advertised for sealed bid, must submit the properly completed pre-qualification forms to the Purchasing Department no later than end of working day, prevailing time, fourteen (14) days prior to the letting of bid documents. This pre-qualification requirement applies to first time contractors or vendors, contractors/vendors renewing expired ratings, contractors/vendors maintaining continuous pre-qualification or contractors/vendors requesting revised ratings. To be eligible to bid, existing pre-qualification ratings must be effective through the date of bid document release.

b. Contractors desiring to bid on items included in a particular letting must submit the properly completed "Request for Proposal Forms and Plans" & "Request for Authorization to Bid" and an "Affidavit of Availability" to the County Purchasing Department no later than end of working day, prevailing time, three (3) days prior to the date of bid document release.

c. When a prospective prime bidder submits a "Request for Proposal Forms and Plans" it must indicate at that time the specific project or work being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued a Proposal Denial or an Authorization Form, approved by the County Purchasing Department, that

indicates which items have been approved For Bidding. If Authorization to Bid cannot be approved, the Proposal Denial and/or Authorization Form will indicate the reason for denial.

d. Financial information supplied by, or on behalf of, an applicant for the purpose of qualification shall not be made available for public inspection and copying. The foregoing restriction shall not prohibit the County providing such information in evidence or in pretrial discovery in any court action or administrative hearing involving the County and a contractor/vendor. Insofar as permitted by public disclosure statutes, qualification ratings shall be treated as confidential information.

3. Effective internal controls shall be in place to safeguard against impropriety, favoritism, nepotism or conflict of interest on the part of any County official or employee.

4. As designated by the County Controller/Administrator, the Purchasing Director or his/her designee shall bid and purchase all goods or services and new construction, demolition, renovation or maintenance work for capital facilities or improvement projects needed by all County departments and agencies in accordance with this Policy. When use of a PLA has been determined appropriate pursuant to the ICPLAP, the applicable bid for new construction, demolition, renovation or maintenance work for capital facilities or improvement projects shall contain a requirement that the successful bidder agree to a PLA as determined to be applicable specifically for the project under consideration as a condition of receiving the contract.

5. The procurement process is to be a collaborative effort between Purchasing and County departments. For each type of procurement, Purchasing shall be responsible for ensuring compliance with the Procurement Policy and procedures on the part of County departments and Purchasing personnel. Purchasing shall be responsible for all the administrative aspects of each procurement, and shall conduct it under the procedures described in the Purchasing Protocols.

a. For purchases of goods or services on a countywide basis, Purchasing shall select the contractor/vendor to supply the goods or services. To the extent possible, input should be obtained from County departments to determine the goods or services to be purchased.

b. For purchases of goods or services of a technical nature, where a County department has appropriate technical expertise, Purchasing and that County department shall work together to evaluate the bids and choose the best vendor. Purchasing shall evaluate the bids received based on its general procurement

knowledge and any specific knowledge it may have in this area. The department shall evaluate the bids and make its vendor recommendation based on its ability to evaluate the technical qualifications of the vendor to provide the required goods or services to the County.

c. For other purchases of goods or services for a specific department, Purchasing and the department shall work together to evaluate and choose the vendor.

d. Choosing a vendor for professional services shall be done according to Section B.3.f.7 on Pages 16-17, herein.

6. After receiving and evaluating the contractors'/vendors' bids, Purchasing and the appropriate county department(s) shall jointly prepare a bid analysis and recommendation on their choice of vendor. If there is disagreement on the choice of vendor, Purchasing and the county department(s) shall submit a request to the County Controller/Administrator to make the final determination.

## B. SPECIFIC POLICIES

1. Bid and quotation specifications: Written specifications should be prepared in accordance with the following criteria:

a. Conform to acceptable industry-wide standards and governing building codes;

b. Language and format should be clear, definite and precise;

c. Describe the performance requirements, rather than its formulation, description, or design;

d. Encourage, to the extent possible, free and full competition;

e. Consider costs, length, and terms of applicable warranty provisions;

f. Should not exclude all but one type or kind of good or service unless required by narrowly defined circumstances;

g. Should not call for features or for a level of quality not needed for the intended use, except in cases where such features or the level of quality are essential for some future consideration or result in overall economic advantage to the County.

2. Bid specifications latitude: Some latitude is permissible in specifying features of specific items. While it is not necessary to prepare specifications in a manner that every conceivable contractor, vendor or manufacturer could compete, the County must be able to demonstrate a clear reason for any restrictive specifications.

3. Bidding guidelines: The following guidelines shall be used in determining which of the Procurement procedures are to be followed in obtaining bids on behalf of the County. Any exceptions to and/or waiver of these guidelines shall be reviewed by the County Controller/Administrator, and if waived shall be approved by the County Controller/Administrator in writing.

a. Except when a procurement card is used, the Purchasing Department shall procure goods and services where the anticipated cost exceeds \$2,500; three written quotes shall be obtained when the anticipated cost is at least \$2,500 but less than \$10,000 with final approval from the Purchasing Director; formally advertised bids shall be obtained when the anticipated cost is at least \$10,000 but less than \$25,000 with final approval from the Purchasing Director and County Controller/Administrator; formally advertised bids and proposals shall be obtained when the anticipated cost exceeds \$25,000 with final approval by the County Controller/Administrator and Board of Commissioners.

b. A contract over \$25,000 requires approval by Board resolution. All contracts must be approved as to form by the County Attorney. A summary of all purchases, individually or in aggregate, under \$5,000 shall be submitted by Purchasing Department monthly to the Board of Commissioners.

c. The formal procedures set forth in this Policy may be waived in the circumstances described in Section C "EXCEPTIONS."

d. In the event of emergency work as described in Section C "EXCEPTIONS," Paragraph 3, the department so requesting the work will be required to provide written justification to the County Controller/Administrator. The Purchasing Department, in conjunction with the requesting department, will provide formal documentation that justifies the continuation of the described emergency work.

e. The bid procedures specified in this Procurement Policy need not be followed whenever:

1) The proposed contract is with the United States of America or any agency thereof, or any other governmental unit or agency therein within the United States; or

2) The proposed contract is with a contractor/vendor wherein the unit price of the materials or equipment has been established through a bidding procedure followed by any governmental unit, or any agency, within the United States; or

3) The contract is for the lease/acquisition of real property.

f. Types of bids: The Purchasing Department may use a variety of types of bidding procedure for goods and services.

1) A bid may be put out by Purchasing for a specific project of short-term duration.

2) A bid may also be put out to cover goods to be received by the County or services to be rendered to the County over a certain time period, such as a year (or longer, if specified in the bid). In the latter case, the County may purchase all of the goods or services during the established time period from the contractor/vendor winning the bid and awarded the contract. Each purchase during the specified time period need not be considered for bid since the original bid called for the goods or services to be provided to the County for a specified time period and at a specified price. However, the County may at its discretion bid specific items during the time period if deemed in the best interest of the County.

3) Under no circumstances shall any procurement requirement be artificially divided so as to circumvent the intent of the policies and procedures established herein.

4) In accordance with *MCLA 750.490A*, neither the Purchasing Department nor any County department shall procure goods or services on behalf of an individual for his/her personal use.

5) The County shall contract out traditional building trades works for all capital facilities or improvement projects whenever the estimate for trades work exceeds \$10,000, except, at the discretion of the County Controller/Administrator, the work shall be performed by County personnel.

6) All traditional building trades work for capital facilities or improvement projects below such stated amounts may be performed by County personnel or may be bid out, depending on the availability of County personnel, at the discretion of the County Services Committee and/or the Facilities Management Director.

7) Professional Services: County departments shall use the Request for Proposal (RFP) or Request for Qualifications (RFQ) processes through the Purchasing Department to obtain the information necessary to make an informed decision for awarding a professional services contract. The following documentation policy shall be followed:

(a) For a proposed professional services contract estimated to cost less than \$5,000 for an individual service or \$10,000 or less

on an annual basis, the Department shall negotiate the contract with the contractor/vendor it chooses. The department shall also prepare a written statement explaining the basis or criteria used to select the contractor/vendor and why the RFP/RFQ process was not used. This written statement shall be made a part of the contract file and shall be included in the statement to the County Controller/Administrator when requesting approval of the contract.

(b) For a proposed professional services contract estimated to cost more than \$5,000 for an individual service or more than \$10,000 on an annual basis, the department shall utilize the RFP/RFQ process, or, alternately, submit a written request to the County Controller/Administrator for a waiver of the RFP/RFQ process. The request shall include an explanation as to why the department believes that the RFP/RFQ process should not be followed and the method the department will use to select a quality contractor/vendor for the professional services. If the waiver is approved by the County Controller/Administrator, the written request for waiver and the approved waiver shall be made a part of the professional services contract file. If the waiver is disapproved, the department shall follow the RFP/RFQ process for selecting the contractor/vendor to perform the professional services.

8) Penalties: Any person who violates the County's procurement policy or procedures, or any federal, state or local statute, ordinance or regulation may, at the County's discretion, have its existing contracts with the County voided and/or be barred from obtaining future contracts with the County for a period not to exceed five (5) years.

#### 4. Cost of Bid Drawings and Specifications

a. At the option of the Purchasing Department, construction drawings for bidding contractors and vendors may be made available at the Builder's Exchange of Lansing and Central Michigan, or other designated construction news service, and the costs of obtaining copies of drawings and specifications shall be borne by the contractor or vendor.

#### 5. Vendor Appeal Process

a. Unsuccessful bidders may appeal an award of contract, lease or purchase order to the County Controller/Administrator.

b. All appeals shall be made in writing to the County Controller/Administrator within five (5) days of the Notice to Award.

c. The County Controller/Administrator shall take necessary actions to review the appeals and respond to the individual submitting an appeal within five (5) days. This response shall be documented in writing in the bid file.

#### 6. Professional services

a. Purchasing professional services creates a different relationship than normally exists in a buyer-seller transaction. The purchasing protocol needs to take into consideration qualifications, character, and mutual trust. For these reasons, qualifications, competency, and availability of the most qualified firms must be considered initially, and independent of cost.

b. Procuring professional services consists of three major elements:

- 1) Submittal of proposals in response to a RFP or submittal of qualifications in response to a RFQ;
- 2) Review of proposals or qualifications submitted and selection of preferred professional service contractor/vendor;
- 3) Negotiation of price.

c. For purposes of this Policy, professional services include at least the following:

- 1) Architectural and engineering services;
- 2) Personnel consultation;
- 3) Technology consultation;
- 4) Legal services (beyond that provided by the County Attorney);
- 5) Complex operations consultation;
- 6) Financial and/or insurance consultation.

d. Sole source purchases of professional services shall require written justification by the requesting department head to the Board of Commissioners, pursuant to Section C. EXCEPTIONS, Paragraph 1.a, below.

#### C. EXCEPTIONS

1. Exceptions to competitive bidding may be allowed in some carefully defined instances, and include "Sole Source" and "Emergency" awards.

a. Sole source requests should not be made unless the department is confident that the request is reasonable, appropriately justified to meet the County's requirements, and can withstand an audit. Sole source/brand purchasing minimizes or eliminates competition and should be avoided whenever possible. Written justification will be required to support sole source requests and must be approved by the County Services Committee (CSC). A written explanation to justify sole source award must be completed and signed by the appropriate department manager, and submitted along with the other purchasing documents. The CSC may approve sole source award, as an example, when after sufficient solicitation only one proposal was received and the proposal meets the requirements of the RFP.

b. An emergency, defined as an unforeseen occurrence or combination of circumstances, which calls for immediate action that is primarily the responsibility of Ingham County or is necessary to protect the County's interests, may be another exception to the competitive bidding process. In order to qualify as an emergency, the response to the situation cannot await completion of normal procurement methods or the convening of a special meeting of the County Board of Commissioners, or other board with authority, to approve deviation from normal procurement methods. In the event of an emergency, the County Controller/Administrator or designee may authorize such departure from normal procurement methods as is necessary to fulfill the County's responsibilities or to protect the County's interests under the circumstances, pending the approval of the County Board of Commissioners. A written statement of the nature of the emergency and of the County responsibilities and/or the County's interests shall be presented for the consideration of the Controller/Administrator or designee at the time authorization to depart from normal procurement methods is requested. A written record shall be made of the grounds for authorizing any departure from normal procurement methods, and the extent of the departure that is authorized.

c. This Procurement Policy prohibits the utilization of any contractor or vendor that was a previous employer of any department head, for a period no less than two (2) years.

## PURCHASE AND PAYMENT PROCESS

### A. GENERAL POLICIES:

1. The Purchasing Department shall be responsible for issuing all central purchasing orders for goods or services.

2. Purchase orders are required for all purchases exceeding \$2,500. For purchases under \$2,500, departments may use the direct payment or purchase card method. Otherwise, purchase orders and/or contracts are required for every procurement of goods or services with the exception of the specific items/situations outlined in this Policy.



3. The Purchasing Director shall sign all contracts and purchase orders up to \$25,000. The County Controller/Administrator shall co-sign purchase orders over \$10,000. Purchases over \$25,000 require a Board resolution.

4. The Accounts Payable section of the Finance Department shall be responsible for making payments for goods and services procured by County departments.

6. Effective internal controls shall be in place to safeguard against improper or illegal payments.

a. Accounts Payable will not accept Contractor/vendor invoices unless an approved and fully executed contract or purchase order has been issued by the Purchasing Department.

b. Accounts Payable shall not render payments for contractor/vendor invoices until they have been approved by the head of the department that requested the work included in the contract or purchase order.

c. The County Controller/Administrator or her/her designee will periodically audit the payment process, and will additionally periodically audit the activities of the Purchasing Department.

7. Contractors, Vendors and Consultants may be required to provide information necessary to adequately permit evaluation and verification of invoices, payment or claims submitted by the Contractor or Vendor pursuant to execution of the contract. These audits are intended to verify the validity of costs associated with cost-plus-a-fee work and quantities in unit-price work, and to verify compliance with prevailing wage requirements.

8. Department heads that supervise the purchase of goods and services on behalf of the County have the following responsibilities:

a. Follow County policies when purchases fall within their scope of responsibility;

b. Properly document purchases;

c. Maintain vendor active records and histories;

d. Provide information on estimated costs for budget purposes, and solicit bids, estimates and/or quotations;

e. Determine if the purchase of an item or services through a cooperative purchasing agreement may be beneficial to the County.

## PROCUREMENT CARDS

### A. GENERAL POLICIES:

1. It is the policy of Ingham County to use procurement cards as a convenient means with which to make small purchases and at the same time reduce the costs associated with initiating and paying for those purchases. Procurement cards are issued to authorized personnel for the purchase of goods and services while on official business for the County only. The card may only be used for authorized expenditures approved by the department head or authorized representative. Failure to obtain proper authorization will result in the cancellation of the individual's procurement card. Details of the protocols to be followed in the use of County procurement cards are published in the Procurement Card Procedures, adopted via Resolution #01-313 adopted October 23, 2001, incorporated into this Procurement Policy by reference.
2. The procurement card may be used for purchases of individual items up to \$2,500 in value. The total monthly dollar value of the transactions on each procurement card may be set up to \$2,500 by the County Controller/Administrator. Any increase in the procurement card dollar value over \$2,500 in a given month must be pre-approved by the employee's department head and the County Controller/Administrator. Additionally, the type of transaction on each procurement card can be limited to only certain types of vendors (i.e. hardware stores, automotive suppliers, etc.).
3. It is the responsibility of the Purchasing Director (or his/her designee) to approve the issuance, accounting, monitoring, and retrieval of procurement cards issued in the County's name.

## CONTRACTS AND LEASES: GENERAL

### A. GENERAL POLICIES:

1. The Board Chairperson is the authorized signee for the County. The Vice-Chairperson and Vice-Chairperson Pro-Tem can sign in the Chairperson's absence.
2. A formal contract or purchase order shall be prepared whenever either of the following conditions exists:
  - a. A purchase of the services of a consultant or business entity is being requested;
  - b. The purchase of goods and services includes ongoing services of the company such as installation or monitoring of equipment or some other long-term relationship with the County.

3. The following signatures are required on contract authorization forms for purchase of construction related goods and services and on leases for real property under \$25,000.

a. Contract authorization forms for new construction, demolition, building systems maintenance and renovation shall be co-signed by the requesting department head, Purchasing Director, Controller/Administrator, Liaison Committee Chairperson, Finance Committee Chairperson and Board of Commissioners Chairperson, provided, however, that for any proposed contract for goods, services, new construction, demolition, building systems maintenance or renovation work that exceeds \$10,000, the Controller/Administrator shall give the individual members of the Board of Commissioners seven (7) business days written notice of the proposed contract. If no objections are presented to the County Controller/Administrator during this seven (7) business day period, the Board of Commissioners Chairperson may sign the contract. If any Commissioner objects to the contract, it shall be formally presented to the Board of Commissioners at the next County Services Committee meeting for approval.

b. All new lease/purchase agreements for real property shall be signed by the Chair of the Board of Commissioners upon approval of the Board. The Board Chairperson, upon Board approval, shall sign renewals and/or extensions of leases that have substantially the same terms as the original lease or leases and which have an increase that does not exceed 10%.

4. Construction and Insurance Provision Policies are to be referred to when applicable. These policies can be obtained from the Michigan Association of Counties..

5. Professional Services—A contract authorization form must be submitted for signatures for professional services over \$5,000. The requirement for a formal contract for professional services \$5,000 or less, and which do not require an insurance certificate may be waived by the County Controller/Administrator or his/her designee.

a. The Chairperson of the Board of Commissioners shall sign Professional Service contracts. However, when the proposed Professional Service contract exceeds ten thousand dollars (\$10,000), the County Controller/Administrator shall give the individual members of the Board of Commissioners seven (7) business days written notice of the proposed contract. If no objections are presented to the Controller/Administrator during this seven (7) business day period, the Board Chairperson may sign the contract. If any Commissioner objects to the contract, it shall be formally presented to the Board of Commissioners at the next County Services Committee meeting for approval.

6. County Attorney Involvement

a. All County departments and agencies shall inform the County Attorney when

they intend to be involved in negotiations of leases, contracts, or other legal matters, in order that the County Attorney may determine the extent to which he or she should be involved in negotiations.

b. All leases and contracts for goods and services, including professional services, shall be reviewed and approved as to form by County Attorney or his/her designee prior to the execution of the contract/lease. Such approval shall be indicated by signature on all contracts.

c. Individual contracts which use pre-approved contract formats may indicate County Attorney approval by typing "APPROVED AS TO FORM BY COUNTY ATTORNEY" on the signature page. Any variations to those pre-approved formats must be reviewed and approved by the County Attorney.

7. Awards will not be made to any person, firm, or company in default of a contract with Ingham County, or to any contractor/vendor having as its sales agent, representative, or any member of the firm, any individual previously in default or found to be guilty of misrepresentation or intentional violation of any formal county, state or federal policy or statute. Contractors/Vendors may secure information pertaining to results of the proposals by request to the Ingham County Purchasing Department.

8. Contracts may be extended with a formal written amendment by the Purchasing Department or other County departments if amended prior to expiration and with approval by the Board of Commissioners. A contract requisition and purchase order shall not be sufficient to amend and/or extend a contract or lease.

9. Filing of contracts.

a. A copy of each contract with original signatures shall be filed with the County Clerk.

b. An electronic copy of all contracts and leases entered into on behalf of the County shall be filed in a shared computer file to support purchase orders issued. All original purchase orders shall be filed with the Purchasing Department.

## ENVIRONMENTALLY PREFERABLE PURCHASING

### A. GENERAL POLICY:

This Policy is to support the purchase of products that can minimize adverse environmental impacts of our work. Ingham County recognizes that the purchasing decisions of our employees can make a difference in favor of environmental quality. We prefer the purchase of environmentally preferable products whenever they perform satisfactorily and are available at a reasonable price.

## B. DEFINITIONS:

1. “Environmentally Preferable Products” means products that have a lesser adverse impact on human health and the environment when compared with competing products. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
2. Positive Attributes may include (as defined by US EPA):
  - Recycled content
  - Recyclability
  - Product disassembly potential
  - Durability
  - Reusability
  - Reconditioned or remanufactured
  - Tack-back
  - Bio-based
  - Energy efficiency
  - Water efficiency
  - Other attributes with positive environmental effects.
3. “Recycled Products” are products manufactured with materials that have been recovered or diverted from solid waste.
4. Recycled material may be derived from post-consumer waste (material that has served its intended end-use and been discarded by a final consumer), industrial scrap, manufacturing waste, or other materials that would otherwise have been wasted.
5. “Practicable” means sufficient in performance and available at a reasonable cost.

## C. SPECIFIC POLICIES:

1. All Ingham County personnel will purchase recycled and other environmentally preferable products whenever practicable.
2. All letterhead paper; envelopes and business cards used by Ingham County departments shall be recycled paper and shall bear an imprint or recycle symbol, identifying the paper as recycled whenever practicable.
3. Ingham County departments shall ensure that the title page of each report printed or copied on recycled paper bears an imprint or recycle symbol, identifying the recycled content of the paper wherever practicable.
4. The use of this imprint or recycle symbol on every communication will help Ingham County set an example that will promote the use of recycled products by its clients. There is also a significant community relations benefit in this.

5. Departments shall use both sides of paper sheets and reuse the blank side of discarded and already printed paper for printing drafts, whenever practicable.

6. Ingham County shall promote the use of recycled and other environmentally preferable products by publicizing its procurement policy. Materials produced for advertising, conferences, trade "fairs, press releases, and other communications with customers and citizens can make reference to Ingham County's commitment to and leadership in the use of environmentally preferable products.

7. Ingham County shall promote the removal of surplus or excess materials or equipment by way of several methods of disposal, including auction and donation to not-for-profit organizations, pursuant to approval by the County Service Committee. Ingham County employees or agents will not be permitted to obtain County property so disposed. Items that are non-functioning, dangerous or damaged beyond their normal usefulness shall be legally disposed of in trash taken to approved landfill(s). Items that have "scrap" or salvage value may be delivered to an approved recycling or salvage center, and all funds received for these items shall be deposited in a County general ledger account.

#### D. SELECTED ENVIRONMENTAL PRODUCTS:

1. Products are designated by the Facilities Department

2. Ingham County departments shall evaluate the following environmentally preferable products and purchase them whenever the evaluation is favorable.

- Recycled paper and paper products;
- Remanufactured laser printer toner cartridges;
- Re-refined antifreeze;
- Re-refined lubricating and hydraulic oils;
- Recycled plastic outdoor-wood substitutes;
- Re-crushed cement concrete aggregate and asphalt;
- Cement and asphalt concrete containing glass cullet, recycled fiber, plastic, tire rubber, or fly ash;
- Compost;
- Cleaning products with lowered toxicity;
- Energy saving products;
- Products containing post consumer recycled materials;
- Water-saving products; and
- Other products designated by the Planning and Environment Department.

#### E. RESPONSIBILITIES OF FACILITIES DEPARTMENT:

1. Ingham County assigns responsibility for coordinating policy implementation to the Facilities Department.

2. The Facilities Department shall be responsible for coordinating the implementation of this policy. This department shall:

- a. Develop and maintain information about environmentally preferable products and recycled products containing the maximum practicable amount of recycled materials, to be purchased by departments and agencies whenever possible. Initially, these shall include the products designated elsewhere in this policy. The Facilities Department may modify this list as needed;
- b. Inform departments of their responsibilities under this policy, provide departments with information about recycled product and environmental procurement opportunities, identify options for used product disposal and recycling which maximizes waste diversion from landfills; and
- c. Assemble an annual report on the status of implementation of this policy to the County Controller/Administrator.

**F. RESPONSIBILITIES OF ALL DEPARTMENTS:**

1. Each Ingham County department shall:

- a. Purchase recycled paper products whenever practicable;
- b. At the time of purchase of any product or service, evaluate environmentally preferable options to the product or service;
- c. Communicate periodically with the Facilities Department to report the progress of policy implementation, including:
  - 1) The results of product evaluations;
  - 2) The status of efforts to maximize environmental purchasing; and
  - 3) Total purchases of environmentally preferable products.
- e. Ensure, in conjunction with the Purchasing Department, that contracts issued by the department require environmental purchasing wherever practicable.

**G. EXEMPTION:**

Nothing in this, policy shall be construed as requiring the purchase of products that do not perform adequately or are not available at a reasonable price.

EZ PURCHASING TABLE

Amount of Purchase	Purchase Order Req'd	Type of Bid Needed	Authorization Signature Req'd By
Less than \$2,500	No; Can use Procurement Card	N/A	Department Head
\$2,501 - \$10,000	Yes	3 written quotes	Department head
			Purchasing Director
\$10,001 - \$25,000	Yes	Advertised sealed bids	Purchasing Director
			Controller/Administrator
Over \$25,000	Yes	Advertised sealed bids	Board of Commissioners
Note:	Sealed, competitive bids may still be obtained for purchases under \$10,000 at the discretion of the Department Head.		

ADDITIONAL NOTES:

(1) Purchase orders may be used for purchases of goods less than \$2,500 at the discretion of the department head and vendor.

(2) A contract authorization form cannot be used to increase an amount previously approved in a Board resolution.

(3) Contract authorization forms for purchases less than \$25,000 must be signed by the requesting department head, Purchasing Director, Controller/Administrator, Liaison Committee Chair, Finance Committee Chair and Board of Commissioners Chair.

(4) Any purchase of goods or services over \$25,000 must be approved by Board of Commissioners resolution.



Introduced by the Administrative Services/Personnel and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION REQUIRING COUNTY VENDORS TO CONFORM TO THE INGHAM  
COUNTY EQUAL OPPORTUNITY EMPLOYMENT/NONDISCRIMINATION POLICY

RESOLUTION #02-283

WHEREAS, the Board of Commissioners believes that it is in the best interest of the people of Ingham County that vendors providing goods and services to Ingham County government conform to Ingham County's Equal Opportunity Employment/Nondiscrimination Policy; and

WHEREAS, the Board of Commissioners wishes to assure that vendors are aware of this policy; and

WHEREAS, the Board of Commissioners wishes to monitor compliance and to provide for sanctions or penalties in the event of non-compliance; and

WHEREAS, Resolutions #78-170 and #81-35 have served as the County's policy regarding the requirement that County vendors conform to Ingham County's Equal Opportunity Employment/Nondiscrimination Policy; and

WHEREAS, the Ingham County Board of Commissioners desires to consolidate and update this policy.

THEREFORE BE IT RESOLVED, that for the purposes of this policy, the following terms and phrases are defined as follows:

1. "Board" or "Board of Commissioners" means the Ingham County Board of Commissioners.
2. "Contract" means a purchase order or written agreement.
3. "Designee" means a County employee or other agent designated by the County Controller to act in his/her behalf."
4. "Designated Agent" means any officer, employee, commission, department, agency, or organization authorized or directed to conduct an investigation to determine if a violation of this policy has occurred.

RESOLUTION #02-283

5. "Ingham County government" means the commissions, offices, agencies, and departments of Ingham County government; to the courts funded by Ingham County; and to any other entity where the Board of Commissioners provides funds for goods and services.
6. "Vendor" includes individuals, proprietorships, partnerships, corporations, trusts, associations, joint ventures, and other legal entities, either incorporated or unincorporated, however operating or named, and whether acting by themselves or by a servant, agent or fiduciary, and includes all legal representatives, heirs, successors and assigns thereof, who desire to contract with or who does contract with the County to provide goods and services for compensation including subcontractors of the vendor, but excluding County employees.

BE IT FURTHER RESOLVED, that it is the policy of the Board of Commissioners that all vendors who provide goods and services to Ingham County government by contract, shall, as a condition of providing goods and services, adhere to all Federal, State and local laws, ordinances, rules and regulations, and policies, if applicable, prohibiting discrimination in regard to persons to be served and employees and applicants for employment including, but not limited to, the following:

- The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat 355, as amended, and rules adopted thereunder.
- The Americans with Disabilities Act of 1990, PL 101-336, 104 Stat 327 (42 USCA § 12101 et seq.), as amended, and regulations promulgated thereunder.

BE IT FURTHER RESOLVED, that it is the policy of the Board of Commissioners that all vendors shall, as a condition of providing goods and services, as required by law and/or the County's Equal Opportunity Employment/Nondiscrimination Policy, not discriminate against persons to be served or an employee or applicant for employment with respect to hire, tenure, terms, 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, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

RESOLUTION #02-283

BE IT FURTHER RESOLVED, that vendors registering to provide goods and services to Ingham County under contract shall certify to their knowledge of the County's policy, and of their agreement to comply, and shall disclose any conclusive findings of violations of federal, state, or local equal opportunity statutes, ordinances, rules/regulations, or policies within the past three (3) years.

BE IT FURTHER RESOLVED, that notice of the requirements of this policy shall be included in all formal Requests for Proposals or Bids issued by Ingham County for goods and services, that for statistical purposes only County vendors responding to formal requests for proposals or bids should provide statistical information regarding their workforce diversity, and the vendors shall certify their knowledge of the County's policy and disclose any conclusive findings of violations of federal, state, or local equal opportunity statutes, ordinances, rules/regulations, or policies within the past three (3) years.

BE IT FURTHER RESOLVED, that all purchase orders issued for goods and services shall contain notice of the requirements of this policy, and shall state that acceptance of the purchase order by the vendor shall constitute agreement to comply with the policy.

BE IT FURTHER RESOLVED, that all contracts entered into for goods and services shall contain the requirements of this policy.

BE IT FURTHER RESOLVED, that Ingham County shall request current vendors and those who wish to be included in the County's vendors list on a voluntary basis to indicate if they are more than 50% minority, women, handicapper or veteran owned. The minority classification shall be those of the 2000 U.S. Census of Population; Black, Hispanic, Native American or Asian Pacific Islander.

BE IT FURTHER RESOLVED, that where there has been a conclusive finding that a vendor has violated federal, state or local equal opportunity statutes, ordinances, rules/regulations, or policies, that vendor shall be barred from providing goods and services to Ingham County for five (5) years from the date that a determination of the violation has been made in accordance with applicable statutes, ordinances, rules/regulations, or policies or from the date that such determination becomes known, unless a specific exemption is granted by the Board of Commissioners.

BE IT FURTHER RESOLVED, that violation of federal, state, or local equal opportunity statutes, ordinances, rules/regulations, or policies during the course of time during which the vendor is providing goods or services to the County shall be regarded as a material breach of any contract between the County and the vendor, and the County may terminate such contract effective as of the date of delivery of written notification to the vendor.

BE IT FURTHER RESOLVED, that any employee of a vendor providing goods and services by contract to the County, or any employee of a subcontractor of a vendor providing goods and services

RESOLUTION #02-283

to the County by contract, or any bona fide organization representing such employees may file a written complaint with the Board or its designated agent, if any, challenging the compliance by a vendor with the terms of this policy, the Board or its designated agent shall then conduct an investigation to determine whether the policy has been violated.

BE IT FURTHER RESOLVED, that a vendor found to have retaliated in violation of a federal or state law against an employee for filing a claim of violation of federal, state, or local equal opportunity statutes, ordinances, rules/regulations, or policies shall be ineligible to provide any goods or services to Ingham County government for a period of five (5) years from the date of such finding.

BE IT FURTHER RESOLVED, that the provisions of this policy shall apply to any goods and services obtained by any County agency by contract where the Board of Commissioners provides funds for such goods and services.

BE IT FURTHER RESOLVED, that the Board of Commissioners encourages all other agencies of the County to adopt this or a similar policy for all goods and services purchased by contract.

BE IT FURTHER RESOLVED, that the County Controller or designee, or designated agent, shall be responsible for monitoring implementation of and compliance with the provisions of this policy where the goods and services are provided through the authorization of the Board of Commissioners.

BE IT FURTHER RESOLVED, that where another specific agency of the County is designated as responsible for obtaining goods and services, that agency shall be responsible for monitoring implementation of and compliance with the provisions of this policy.

BE IT FURTHER RESOLVED, in the event that certain goods and services must be purchased in order to allow the ongoing operation of Ingham County government, but the agreement to comply with the County's policy cannot be obtained in a timely manner, then the County Controller or designee, or other designated agent, is authorized to proceed with the necessary purchase; provided however, that if agreement to comply with the policy is not

RESOLUTION #02-283

forthcoming within a reasonable time, then additional goods and services shall not be obtained, and the vendor shall be prohibited from providing goods and services to Ingham County, for five (5) years unless specific authorization is given by the Board of Commissioners.

BE IT FURTHER RESOLVED, that no less than annually, the County Controller or designee shall provide the appropriate committee of the Board of Commissioners and the Equal Opportunity Committee the status of compliance by vendors with this policy and recommendations of amendments to this policy.

BE IT FURTHER RESOLVED, that Resolutions #78-170 and #81-35, or the provisions of other resolutions which are inconsistent with this policy, are hereby rescinded.

BE IT FURTHER RESOLVED, that Resolution #91-187 adopting the County of Ingham Equal Opportunity Employment Plan be amended to replace the section entitled RE: PURCHASING AND CONTRACTING POLICY, page 9, with this policy.

ADMINISTRATIVE SERVICES/PERSONNEL: Yeas: Swope, Lynch, De Leon, Celentino  
Nays: None Absent: Severino Approved 11/19/02

FINANCE: Yeas: Stid, Krause, Swope, Hertel  
Nays: Schafer Absent: Grebner, Minter Approved 11/20/02

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AMENDING RESOLUTION #02-283 (REQUIRING COUNTY VENDORS TO CONFORM TO THE INGHAM COUNTY EQUAL OPPORTUNITY EMPLOYMENT/NONDISCRIMINATION POLICY)

RESOLUTION #03-71

WHEREAS, the Board of Commissioners believes that it is in the best interest of the people of Ingham County that vendors providing goods and services to Ingham County government conform to Ingham County's Equal Opportunity Employment/Nondiscrimination Policy; and

WHEREAS, in Resolution #02-283 the Board of Commissioners adopted the policy of the Board of Commissioners that all vendors who provide goods and services to Ingham County government by contract, shall, as a condition of providing goods and services, adhere to all Federal, State and local laws, ordinances, rules and regulations, and policies, if applicable, prohibiting discrimination in regard to persons to be served and employees and applicants for employment; and

WHEREAS, the Board of Commissioners wishes to amend this policy to encourage its vendors to develop and maintain a diverse workforce that is reflective of the Ingham County population.

THEREFORE BE IT RESOLVED, that the Board of Commissioners hereby amends Resolution #02-283 by adding the following:

“BE IT FURTHER RESOLVED, that it is the policy of Ingham County to encourage its vendors to develop and maintain a diverse workforce that is reflective of the Ingham County population.”

BE IT FURTHER RESOLVED, that notice of the requirements of this policy shall be included in all formal Requests for Proposals or Bids issued by Ingham County for goods and services.

COUNTY SERVICES: Yeas: Celentino, Holman, De Leon, Schor, Severino

Nays: None Absent: Nevin Approved 3/18/03

FINANCE: Yeas: Grebner, Swope, Dedden, Hertel, Thomas

Nays: Minter Absent: None Approved 3/19/03

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION AMENDING RESOLUTION #02-283 (REQUIRING COUNTY VENDORS TO CONFORM TO THE INGHAM COUNTY EQUAL OPPORTUNITY EMPLOYMENT/NONDISCRIMINATION POLICY)**

**RESOLUTION #03-183**

WHEREAS, the Board of Commissioners believes that it is in the best interest of the people of Ingham County that vendors providing goods and services to Ingham County government conform to Ingham County's Equal Opportunity Employment/Nondiscrimination Policy; and

WHEREAS, in Resolution #02-283 the Board of Commissioners adopted the policy of the Board of Commissioners that all vendors who provide goods and services to Ingham County government by contract, shall, as a condition of providing goods and services, adhere to all federal, state and local laws, ordinances, rules and regulations, and policies, if applicable, prohibiting discrimination in regard to persons to be served and employees and applicants for employment; and

WHEREAS, in Resolution #03-71, the Board of Commissioners amended this policy to encourage its vendors to develop and maintain a diverse workforce that is reflective of the Ingham County population; and

WHEREAS, the Board of Commissioners wishes to amend this policy to address situations in which the goods or services of an out of state vendor are utilized.

THEREFORE BE IT RESOLVED, that the Board of Commissioners hereby amends Resolution #02-283 by adding the following:

"BE IT FURTHER RESOLVED, upon approval of the County Controller, if an out of state vendor is selected, the contract may alternatively state that the vendor shall, as a condition of providing goods and services, specifically adhere to all federal, state, and local laws, ordinances, rules and regulations, and policies prohibiting discrimination in regard to persons to be served and employees and applicants for employment including, but not limited to the following:

1. Civil Rights Act of 1964, 42 USCA 2000d, as amended.
2. Equal Employment Opportunity Act of 1972, 42 USCA 2000e
3. Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat 355, as amended, and rules adopted thereunder.
4. The Americans with Disabilities Act of 1990, PL 101-336, 104 Stat 327 (42

USCA § 12101 et seq.), as amended, and regulations promulgated thereunder."

**RESOLUTION #03-183**

BE IT FURTHER RESOLVED, that an out of state vendor shall be required to adhere to all other requirements of the Ingham County Equal Opportunity Employment/Nondiscrimination Policy including but not limited to, not discriminating against persons to be served or an employee or applicant for employment with respect to hire, tenure, terms, 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, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

BE IT FURTHER RESOLVED, that notice of the requirements of this policy shall be included in all formal Requests for Proposals or Bids issued by Ingham County for goods and services.

**COUNTY SERVICES:** Yeas: Celentino, Holman De Leon, Schor  
Nays: None      **Absent:** Severino, Nevin      **Approved 7/15/03**

**FINANCE:** Yeas: Grebner, Hertel, Thomas, Minter  
Nays: None      **Absent:** Swope, Dedden      **Approved 7/16/03**



## INGHAM COUNTY PURCHASING PROTOCOLS

1. These Purchasing Protocols, which are incorporated into and made part of the formal Ingham County Purchasing Policy, are intended to apply to all Contractors, Vendors and Consultants (“CONTRACTORS”), whether individuals, groups or organizations, who will provide labor, materials, equipment and/or services to the County of Ingham for the purposes of any and all construction, renovation, demolition and/or maintenance work, and each such CONTRACTOR certifies by signing its bid proposal that it has met all the terms and conditions set forth in the County’s solicitation, including these Protocols dated March 6, 2009.
  
2. As a general rule, the County of Ingham seeks to maintain fairness, honesty and equity in the awarding of contracts for work and/or services, and demands that all projects proceed on the basis of mutual trust, good faith and fair dealing.
  
3. CONTRACTORS shall procure and maintain, at their own expense, insurance not less than the limits established by the County, including Worker’s Compensation and Disability insurance, Commercial General Liability insurance and Motor Vehicle insurance and Professional Liability, as applicable.
  
4. CONTRACTORS shall provide Performance and/or Payment Bonds, as required, in the amount of One Hundred Percent (100%) of the contract or purchase order amount.
  
5. Prequalification will be required on a project by project basis, and the following information will be required of all Contractors and Vendors wishing to submit bids/proposals for Ingham County construction, renovation, demolition and/or maintenance work. Potential bidders will be required to submit materials in a form acceptable to the County prior to acquiring the bid solicitation materials (drawings, specifications, etc.). Each proposed bidder shall submit evidence that it has the capability and capacity to adequately and properly fulfill the requirements of the proposed Work, including, but not necessarily limited to, the following information:

- a. Provide a list of all clients, particularly public or governmental, during the last three (3) years of business, including contact information (business names, contact names, addresses, and telephone numbers);
- b. Describe a problematic Project/Assignment in which the potential bidder has been involved, including information as to how it rectified the problem(s);
- c. List all contracts terminated by either a contracting agent or the potential bidder, specify who terminated the agreement and provide an explanation for the termination;
- d. Explain why the potential bidder can do the proposed Project/Assignment;
- e. Provide potential bidder's insurance Experience Modification Rate (EMR), and any other information that will permit the County to accurately assess its safety record;
- f. Provide information pertaining to any citations potential bidder has received and/or fines levied against it by any Federal, State or Local regulatory agency during the last five (5) years.

g. The County, its Purchasing and Facilities Departments, and/or its designated representatives may require additional information that addresses the issues of potential Contractor stability and employee composition, depending on the nature and complexity of any construction Project. Contractor/Vendor will provide the information requested by the County.

6. A recommendation for award of a contract, if issued, will be made to that CONTRACTOR whose proposal is deemed, in the County's sole discretion, to be most advantageous to Ingham County, taking into consideration price and other factors set forth in the solicitation and in these Protocols, and also pursuant to the "Responsible Contractor Policy," as developed by the

Michigan Association of Responsible Contracting. Data and/or information gathered during interviews, negotiations, reference checks, and any other information or factors deemed relevant by the County shall be utilized in determining the final award.

7. All work included in and performed under any Contract or Purchase Order, original or revised, shall be conducted in full compliance with all applicable Federal, State and Local laws, ordinances, rules and regulations, including governing municipal Building Codes.

8. All construction contracts are approved and issued by the County Attorney, and will include by reference any and all related documents, including these Purchasing Protocols, the Purchasing Policies, and all applicable drawings and specifications. Contracts, once awarded, shall not be amended, modified, or otherwise changed except by the written agreement of the Contractor, Vendor or Consultant and the County given in the same manner and form as the original signing of the contract. Material changes to a contract will also require County Counsel approval.

9. Engineering, architectural and operations consultants are often hired by the County to assist in Project management, to ensure compliance with contractual terms and conditions, adequacy of performance, performance within cost and schedule requirements, as well as general or specific oversight. Contractors are advised to acknowledge these consultants, if employed, as representatives of the County, and grant them the same access as may be afforded to the County.

10. CONTRACTORS, whether corporations, partnerships, LLCs, or sole proprietorships, shall be required to indemnify and hold harmless the County and its employees and representatives for the negligent acts or omissions of the Contractor, Vendor, or Consultant, as more specifically enumerated in the Ingham County contract for the work. Generally, individuals (often referred to as “independent contractors”) will not be permitted to contract with Ingham County for the work anticipated by these Protocols.

11. The County of Ingham has considered the benefits, and may elect to incorporate a Project Labor Agreement (PLA) as a part of contracts for new construction, renovation, demolition and maintenance work that equals or exceeds Ten Thousand Dollars (\$10,000.00) in anticipated final value. At minimum, this PLA will require the following:

- a. Contractors, Vendors and Consultants shall comply with the requirements of the Ingham County Prevailing Wage Policy, as the County contracts with the Michigan Fair Contracting Center to monitor prevailing wage compliance on all construction projects over this threshold value of \$10,000. The County will strongly disapprove any attempts to intentionally bypass the \$10,000 threshold value of contracts by “piecemeal” division of work, or by any other effort whose intent is to sidestep or avoid the protocols enumerated herein. Certified payroll records will be reviewed prior to payment of any Applications for Payment to confirm prevailing wage compliance.
- b. Apprentices must be registered in an approved Bureau of Apprenticeship & Training Program sanctioned by the U.S. Department of Labor.
- c. Sworn statements shall be provided with Applications of Payment that list all subcontractors and sub-vendors that will provide confirmation that payments have been properly made to these entities.

12. CONTRACTORS shall provide information regarding its State of Michigan licenses by type and registration/issue number, and certify that the work will be performed under all required apprenticeship ratios, licenses, and permits.

13. The costs of bid package and construction documents, including but not necessarily limited to drawings and specifications, shall be borne by the CONTRACTOR, at the discretion of the Purchasing Department. These documents will be available at the Builders’ Exchange of Lansing and Central Michigan, or other plan room facilities as identified by the Purchasing Department.

14. CONTRACTORS agree to comply with all Occupational Safety Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable safety and health rules and regulations.

15. Preference shall be given to CONTRACTORS whose business office is located in Ingham County, as well as for the use of local employees in the conduct of the work.

16. The County of Ingham will strongly disapprove any attempts to employ nepotism, business relationships or any other type of favoritism in the award of contracts. To that end, Ingham County employees, as well as contractors, vendors, consultants, suppliers, both current and potential, are required to practice a “no gift” policy as regards any Ingham County business. Additionally County employees shall not assist Contractors, Vendors or Consultants in the performance of the work included in their contracts. Successful bidders will be required to submit a non-collusion affidavit as a condition of contract award.

17. All bids/proposals must be submitted in writing on the approved Bid Form, delivered to the Ingham County Purchasing Department by the date specified on the Notice to Bidders. Bids will not be accepted after the time and date shown on the Notice to Bidders, regardless of postmark, nor will verbal, faxed or emailed bids be accepted. Written bids must be secured before a contract or purchase order is issued. All written contracts, regardless of amount, require County Services Committee approval. Copies of written bids will be sent by the Purchasing Department to the County Services Committee. Exceptions to competitive bidding may be allowed in rare instances, such exceptions being referred to as “Sole Source” awards. It is Ingham County’s belief that sole source/brand purchasing minimizes or eliminates competition and **should be avoided whenever possible.**

18. CONTRACTORS shall provide with their bids a list of all subcontractors intended for use on a proposed Project. A flow-down provision will be required by the County to ensure that all of CONTRACTOR’S lower tier Subcontractors and Vendors will be bound to the same terms and conditions as exist between the CONTRACTOR and the County of Ingham.

19. The Purchasing and Facilities Departments will conduct collaborative Pre-Bid, Pre-Award and Pre-Construction meetings to ensure compliance with the County's terms and conditions. In addition, a jobsite inspection will be required of all bidding Contractors, and a Job Walk will be included as part of the Pre-Bid meeting, wherein the Designer's representative will be present to answer technical and/or design questions. As a general rule, all questions that may arise during the pre-bid period will be formally answered in writing and sent to all bidders of record.

20. Ingham County will notify the selected Contractor, Vendor or Consultant as soon as practical of the its selection. Written notice of award by the Purchasing Department of Ingham County in the form of a letter, contract or otherwise, mailed or delivered to the address shown on the proposal will be considered sufficient notice of acceptance of proposal so long as CONTRACTOR'S proposal is accepted as submitted.

21. The County of Ingham reserves the right, at its sole discretion, to reject any or all bids, to waive any informalities or irregularities in bids, and/or to negotiate separately the terms and conditions or all or any part of the bids, so as to accept the offer that will be deemed most advantageous to the County.

22. In the event of an emergency, the County Controller or Board of Commissioners Chairperson may authorize a departure from normal procurement methods as is necessary to fulfill the County's responsibilities or to protect the County's interests under the circumstances, pending the approval of the County Board of Commissioners. Departures from normal purchasing activities for emergency situations are more specifically described in the Ingham County Purchasing Policy, of which these Protocols are a part.

23. Ingham County would favorably consider the selection of recycled content and renewable materials, products and supplies where availability, fitness, health, operational efficiency, quality, safety, and price of the recycled product is otherwise equal to, or better than, the non-recycled content and/or non-renewable alternative. Recycled products are items that meet

Environmental Protection Agency's (EPA) Comprehensive Procurement Guidelines. Contractors, Vendors and Consultants are encouraged to list the monetary amount of "green" content included in their bids, along with a description of that content.

24. Change order requests, including adds and deducts, will be processed by the Purchasing Department and submitted to the Controller or the Board of Commissioners Chairperson for approval prior to release to Contractors, Vendors or Consultants.

25. Ingham County Purchasing and Facilities staff must timely notify the County Services Committee immediately of any unsatisfactory performance of Contractors, Vendors and/or Consultants. A post-construction review and evaluation of the completed Project will be undertaken by the County, including an examination of all problems identified, the appropriate problem resolutions attained, and cost and schedule data, including detailed information on all change orders, including adders, and deducts. The results of this post-construction review will be formally presented to the County Services board and posted on the County's website.

26. Ingham County Purchasing or Facilities department procurement of contracts and purchase orders will be conducted in accordance with the following anticipated final cost level thresholds:

a. Purchases of less than \$2,500 – If the amount of the purchase is \$2,500 or less, the purchase may be made either by quotation or by direct negotiation. If practicable, at least three quotations should be obtained and kept on file for a period of at least one year. The following steps should be considered for quotations:

- (1) Specifications should be drafted by the Department Head or designee.
- (2) Specifications should be provided to at least 3 vendors.
- (3) Upon receipt of the quotations, an award should be made by the Department Head or designee.
- (4) Payment may be made by use of an authorized Procurement Card.

b. Purchases from \$2,501 to \$10,000 – The same protocol as stated in item 16 above will be followed with the additional requirement of Purchasing Director approval and approval.

c. Purchases from \$10,001 to \$25,000 – If the amount of the purchase is between \$10,001 and \$25,000 the purchase may be awarded through quotations submitted in response to an advertised sealed bid process, in accordance with the procedures described in Item 19 above. A recommendation must then be presented to and signed by the Purchasing Director and the Controller/Administrator.

d. Purchases over \$25,000 – If the amount of the purchase is estimated to exceed \$25,000, sealed bids shall be solicited by public notice, unless the purchase is through a bid obtained by the State of Michigan and available to counties. The following steps should be considered for sealed bids:

- (1) Specifications shall be drawn by the Department Head or designee.
- (2) Authorization shall be requested from the Purchasing Director to advertise for bids by the Department Head or designee.
- (3) The bid solicitation shall be published in the official County newspaper. In addition, proposals and specifications may be sent to the names listed on any prospective vendor's list maintained by the department. A deadline date and time for submission shall be included in the publication.
- (4) Bids shall be properly dated and stamped.
- (5) Bids shall be opened, reviewed, and awarded at a specific time and date, and authorization signature will be required from the Board of Commissioners.



# Responsible Construction Contracting

for

## Local Governments in Michigan

The purpose of this paper is to provide information about a qualifications-based approach to construction contracting for public entities. This concept is known as *responsible contracting*. In some states the concept is known as best value contracting. Definitions, principles, rationale and issues of quality are detailed. Sample criteria, rating sheets and charts are included to illustrate the need for responsible contracting for Local Governments in Michigan.

prepared by

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April 14, 2008



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Constructing a **BETTER** Tomorrow

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## **What Is a Responsible Contractor Policy?**

A Responsible Contractor Policy is a set of enforceable qualifications adopted by a formal meeting of the local government's governing board and incorporated into the municipality's construction bid specifications by the municipality's construction manager and design professionals. Once adopted and generated into the bid documents, these important qualifications let the entire community know that your governing board wants competent and qualified construction firms and personnel to build and renovate public buildings and other construction projects.

- Having a Responsible Contractor Policy in place and included in the bid specifications enables local government to put all bidders on notice that quality criteria in addition to the lowest price will be considered when bids are reviewed to ensure the selection of qualified construction professionals in the building and renovating of your public construction projects.
- Governing boards that adopt a Responsible Contractor Policy are protecting the interests of the citizens who are depending on the municipality to assure quality construction at the lowest possible cost.
- Responsible contracting assures the safety of staff and community in regards to their security and well-being.

## **Why Should Local Government Enact a Responsible Contractor Policy?**

- Contracting out for construction has potential risks for local government.
- Excessive change orders, back-charges, delays, inefficiencies, unfinished work and embarrassment are just some of the problems that plague public sector construction projects when a construction bid is awarded to an unqualified bidder.
- Public sector construction projects are measured on quality for the cost and not vice versa.

## **Some Taxpayer Assurance Issues to Consider**

How does the municipality assure taxpayers that:

- A qualifications-based process will be used in selecting construction contractors?
- Prevailing wage laws or other wage standards or rates will be used by contractors and enforced by local government?
- Contractors will comply with social security, unemployment compensation and workers compensation laws?
- Unqualified persons will not be working on the job site?

## The Foundation of Safe Public Buildings Begins with a Responsible Contractor Policy

- A Responsible Contractor Policy is founded on generating enforceable qualitative criteria that is rationally related directly to a quality built construction project.
- Michigan law mandates quality in bids, not just consideration of price.
- Contractors and their employees that do not meet the governing board's definition of quality should not be awarded a construction project just because they submit the lowest bid.
- A Responsible Contractor Policy will actually promote greater competition among quality bidders enabling the municipality to award construction contracts to bidders who are both the lowest and responsible.

## The Community Can Accept Nothing Less

A Responsible Contractor Policy promotes the essential qualifications contractors and their employees must have before they are awarded a contract to build public buildings and facilities. If they don't have the qualifications, they simply should not be hired.

High standards for public sector construction should not be an option! We must have stringent construction policies in place before we build public structures, to ensure each building is a sanctuary of safety for everyone who walks through the door. There is nothing more important than being absolutely positive that there is a Responsible Contractor Policy in place when your public buildings are renovated or built. In fact, nearly 50 years ago Michigan's Attorney General observed, ". . . **it is incumbent upon the Board to determine the abilities of any prospective contractor and make the award, if it makes any at all, to the lowest responsible bidder.**" (O.A.G. 1959-1960, Vol. 1, No. 3303, p.169, 171.)

**Responsible Contractor Policy is Good Public Policy!**

## **Local Government's Sample Checklist of Critical Factors to Consider in the Development of a Responsible Contractor Policy**

The following factors are typical of the kinds of criteria that are contained in a Responsible Contractor Policy. These factors should be considered discussion points as each public entity determines what factors are in the best interest of their community to be contained in their own policy. This list is not intended to be all inclusive or exhaustive. A Rating System is shown on page 7 and an Evaluation Chart is shown on page 10 on how the criteria could be used.

- √ General information about the contractor's company, its principals, and its history, including state and date of incorporation.
- √ Trade categories and information regarding the state and local licenses and license numbers held by the applicant.
- √ A confirmation that all sub-contractors, employees and other individuals working on the construction project will maintain current applicable licenses with the Michigan Bureau of Construction Codes and Fire Safety and as may otherwise be required by law for all licensed occupations and professions.
- √ The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site.
- √ Documentation that the contractor maintains, participates in, and contributes to a bona fide apprenticeship-training program.
- √ Verification that unqualified persons will not be used on the job site.
- √ Documentation of a completed MIOSHA-approved safety-training program for employees used on the proposed job site.
- √ Evidence of a worker's compensation Experience Modification Rating ("EMR"). Preference will be given to contractors and subcontractors who exhibit an EMR of 1.1 or less.
- √ A list of similar projects completed within the past five (5) years, including dates, clients, approximate dollar value, and size. Documentation from these previous projects of comparable size/complexity, including but not limited to all costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed (including proof of such fines and penalties), liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.

- √ Evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects of comparable size/complexity, and building codes by documenting the bidder's ability and capacity to perform the project. The bidder must identify those portions of the project it reasonably believes will be sub-contracted in the names of the sub-contractors.
- √ Audited financial information current within the past twelve months, such as a balance sheet, statement of operations, and bonding capacity. Evidence that the applicant has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the project. The written verification must be submitted by a licensed surety company rated ("B+" or better) in the current A.M. Best Guide and qualified to do business within the State of Michigan.
- √ A warranty statement regarding labor and materials.
- √ A list of all litigation and arbitrations currently, pending and within the past five (5) years, including an explanation of each. Evidence of satisfactory resolution of claims filed by or against the contractor asserted on projects of the same or similar size within the last five (5) years. Any claim against the contractor shall be deemed to have been satisfactorily resolved if final judgment is rendered in favor of the contractor or any final judgment rendered against the contractor is satisfied within ninety (90) days of the date the judgment became final.
- √ Proof of insurance, including certificates of insurance, confirming existence and amount of coverage for liability, property damage, workers compensation, and any other insurances required by the proposed contract documents.
- √ Provide references from individuals or entities the contractor has worked for within the last five (5) years including information regarding the records of performance and job site cooperation.
- √ Evidence of compliance with the federal Fair Labor Standards Act; Social Security Administration, with regulatory agencies such as EPA and OSHA; Michigan Department of Labor and Economic Development including Worker's Compensation and Unemployment Compensation laws; and other applicable State and Federal laws.
- √ Evidence of any quality assurance program used by the contractor and the results of any such program on the contractor's previous projects.
- √ Identification of whether the contractor's work force is drawn significantly from area residents.

- √ Documentation that the contractor provides health insurance and pension benefits to its employees.
- √ Verification of an existing Fitness for Duty Program (drugs and alcohol) of each employee working on the proposed jobsite.
- √ Have an existing Michigan School-to-Registered Apprenticeship Program partnership with a school district or intermediate school district/secondary career technical center within the boundaries of the school district.
- √ Assurance that all construction work for this project shall proceed economically, efficiently, continuously and without interruption.

## Local Municipality Sample Responsible Contractor Evaluation Rating System

This sample Responsible Contracting Policy Rating System is provided for illustrative purposes only and is designed to show how a Responsible Contracting evaluation process might be implemented. The example does not represent an actual project or case study by the West Michigan Construction Alliance. The factors and ratings are only offered for the purposes of illustrating one possible framework for an evaluation of bidders where quality factors in addition to price are considered in the awarding of public sector construction projects. The municipality should seek assistance from their construction professionals in compiling evaluation data from bidders. It's the bidder's responsibility to attach documentation in support of each criterion.

This rating system would only apply to the low bidder and any other bidder on the project who was within 5% of the low bid. The low bidder would receive 25 points. Other bidders who are within 5% of the low bid would receive 10 points. Any one of the bidders who is being rated by this process who receives a "fail" in Table 1 or fails to submit any required forms, documents, or permits, in regards to the municipality's Responsible Contractor Policy and Rating System, the contractor's bid will no longer be considered. The bidder who receives the most points in this rating process will be recommended to the municipality's governing board for the bid award. A Rating Chart on page 10 would be used in conjunction with this rating system.

Table 1

Criteria	Description	Rating
Legal	A list of all pending litigation and all litigation within the past five (5) years, including an explanation of each. Evidence of satisfactory resolution of claims filed by or against the contractor asserted on projects of the same or similar size within the last five (5) years. Any claim against the contractor shall be deemed to have been satisfactorily resolved if final judgment is rendered in favor of the contractor or any final judgment rendered against the contractor is satisfied within ninety (90) days of the date the judgment became final.	Pass/Fail
	Evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects of comparable size/complexity, and building codes by documenting the bidder's ability and capacity to perform the project. The bidder must identify those portions of the project it reasonably believes will be subcontracted in the names of the subcontractors.	Pass/Fail
	Documentation from all previous projects of comparable size/complexity within the past five years, including but not limited to all costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed (including proof of such fines and penalties), liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.	Pass/Fail
	Evidence of compliance with the federal Fair Labor Standards Act; Social Security Administration, with regulatory agencies such as EPA and OSHA; Michigan Department of Labor and Economic Development including Worker's Compensation and Unemployment Compensation laws; and other applicable State and Federal laws. Verification that unqualified persons will not be used on the job site.	Pass/Fail
Financial	Audited financial information current within the past twelve months, such as a balance sheet or statement of operations.	Pass/Fail
	Evidence that the applicant has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the project. The written verification must be submitted by a licensed surety company rated ("B+" or better) in the current A.M. Best Guide and qualified to do business within the State of Michigan.	Pass/Fail
Safety	Contractor's current Experience Modification Rate (EMR) is less than or equal to 1.1	Pass/Fail



Table 2 represents points awarded for being the low bidder as well as other bidders who are within 5% of the low bid.

Table 2 Bid Rating Scale: 25= Low Bid, 10=Bid Within 5% of Low Bid

Criteria	Description	Rating
Bid	1 <sup>st</sup> Low Bid Construction Company (25 points)	
	2 <sup>nd</sup> Low Bid Construction Company (10 points)	
	3 <sup>rd</sup> Low Bid Construction Company (10 points)	
	4 <sup>th</sup> Low Bid Blue Construction Company (10 points)	

Table 3 represents factors considering the management qualities of the contractor.

Table 3 Quality Rating Scale: 5= Exceptional, 3=Acceptable, 1=Marginal, 0=Unacceptable

Criteria	Description	Rating
Management	General information about the contractor's company, its principals, and its history, including state and date of incorporation.	
	Trade categories and information regarding the state and local licenses and license numbers held by the applicant.	
	A list of projects completed within the past five (5) years, including dates, clients, approximate dollar value, and size.	
	Proof of certificates of insurance, confirming current worker's compensation coverage, public liability and property damage insurance according to the scope of the construction project and/or as required by law.	
	Provide references from individuals or entities the contractor has worked for including information regarding the records of performance and job site cooperation.	
	A warranty statement regarding labor, equipment, and materials.	
	Successful implementation of a quality assurance program such as ISO 9000.	

Table 4 represents technical factors such as education, training and qualifications of the contractor's workforce.

Table 4 Quality Rating Scale: 5= Exceptional, 3=Acceptable, 1=Marginal, 0=Unacceptable

Criteria	Description	Rating
Technical	Evidence of certification or other qualifications, which shows contractor and/or employee(s) are certified/qualified and competent in performing the work for which they have bid.	
	The proportion of journeypersons to apprentices used on the proposed job site for each trade area if the contractor is using less-than-qualified journeypersons on the proposed job site.	
	Documentation in an apprenticeship-training program such as the U.S. Department of Labor's Bureau of Apprenticeship Training Program.	

Table 5 represents safety factors in consideration of the contractor’s workforce.

Table 5 Quality Rating Scale: 5= Exceptional, 3=Acceptable, 1=Marginal, 0=Unacceptable

Criteria	Description	Rating
Safety	Documentation of a completed safety-training program for employees used on the proposed job site.	
	Verification of an existing Fitness for Duty Program (drugs and alcohol) of each employee working on the proposed jobsite.	

Table 6 represents community factors in consideration of the contractor’s workforce.

Table 6 Quality Rating Scale: 5= Exceptional, 3=Acceptable, 1=Marginal, 0=Unacceptable

Criteria	Description	Rating
Community	Evidence of Equal Employment Opportunity Programs for minorities, women and small businesses.	
	Have or will hire a significant percentage of qualified workers who reside in the general area.	
	Evidence that the contractor provides health insurance and pension benefits to its employees.	
	Have an existing Michigan School-to-Registered Apprenticeship Program partnership with the school district or intermediate school district/secondary career technical center.	
	<b>Evaluation Point Total</b>	

## Local Municipality Responsible Contractor Policy Rating Chart

Examples of Bid Categories	Contractor	Company History	Litigation History	Citation History	Licenses	Experience/Past Jobs	Building Code Violation History	Audited Financial Information	Bonding Ability	Liability Insurance/Workers Comp.	Warranty Statement	Ratio of Apprentices to Journeypersons	Prevailing Wage, Health Insurance & Pension Benefits	Apprenticeship Training Program	Verification of Worker Qualifications	MIOSHA Approved Safety Program	Experience Modification Rate (EMR)	Fitness for Duty Program (Drugs/Alcohol Testing)	Equal Employment Programs for Minorities, Women & Small Businesses	Criminal History Check	Quality Assurance Program	References	School-to-Registered Apprenticeship
Sitework/Earthwork																							
Site Concrete																							
Building Concrete (Flatwork)																							
Building Concrete (Foundations)																							
Precast Concrete																							
Masonry																							
Structural Steel																							
Misc. Metals																							
Mechanical																							
Electrical																							
Fire Protection																							
Asphalt Paving																							
Landscaping																							
Irrigation																							
General Trades																							
Membrane Roofing																							
Shingle Roofing																							
Calking, Sealants & Waterproofing																							
Doors, Frames & Hardware (Furnish)																							
Aluminum, Glass & Glazing																							
Translucent, Wall & Roof Assemblies																							
Drywall																							
Light Gauge Metal Trusses																							
Acoustical Ceilings																							
Wall Panels																							
Flooring																							
Wood Flooring																							
Painting																							
Casework																							
Hydraulic Elevator																							
Miscellaneous Equipment																							
Other																							

Special Note: During the rating process, each Bid Category would have its own page of Contractors. Rating criteria could include a point system, pass/fail rating or combination of ratings where both a point system and pass/fail criteria could be considered.

## In Consideration of Total Costs **COMPARISON OF LOW BID & RESPONSIBLE CONTRACTING FEATURES**

<b>LOW BID FEATURES</b>	<b>RESPONSIBLE CONTRACTING FEATURES</b>
<ul style="list-style-type: none"> <li>• Minimum qualifications and screening</li> <li>• Project awarded solely on basis of low bid</li> </ul>	<ul style="list-style-type: none"> <li>• Extensive qualifications and screening</li> <li>• Projects awarded on the basis of price, past performance and the firms resources and qualifications</li> </ul>
<b>Results</b>	<b>Results</b>
<ul style="list-style-type: none"> <li>• Poor quality</li> <li>• Delayed schedules, claims, disputes &amp; litigation</li> </ul>	<ul style="list-style-type: none"> <li>• Best quality</li> <li>• On-time, on-budget delivery, cooperation &amp; partnership</li> </ul>
<ul style="list-style-type: none"> <li>• Minimal incentive to perform once contract is awarded</li> <li>• Performance on project largely irrelevant to winning future projects</li> <li>• Minimal compliance with plans &amp; specifications</li> <li>• Least-cost interpretation of bidding documents</li> </ul>	<ul style="list-style-type: none"> <li>• Maximum incentive to perform once contract is awarded, incentive to excel</li> <li>• Performance on one job can determine opportunity for next job</li> <li>• Full compliance with specifications &amp; quality workmanship</li> <li>• Quality oriented interpretation of bidding documents</li> </ul>
<ul style="list-style-type: none"> <li>• Marginal performance throughout contract; same for every job</li> </ul>	<ul style="list-style-type: none"> <li>• Maximum performance throughout life of contract; critical for every job</li> </ul>
<ul style="list-style-type: none"> <li>• Expectation of only minimal qualifications/marginal performance</li> <li>• No relative weight/credit given to key performance capabilities impacting success, such as craft training &amp; staffing, equipment, quality control</li> <li>• No incentive to invest in key performance capabilities</li> </ul>	<ul style="list-style-type: none"> <li>• Expectation of top qualifications/successful project performance</li> <li>• Critical/decisive weight &amp; credit given to key performance capabilities</li> <li>• Every incentive to invest in performance capabilities, smart business to invest</li> </ul>
<ul style="list-style-type: none"> <li>• Irrelevant that bidder "A" has a qualification/performance package 10 times better than bidder "B" -- if bidder "B" is 2 cents lower on the bid</li> </ul>	<ul style="list-style-type: none"> <li>• Bidders with marginal qualifications are weeded out, bidders with good to excellent performance capabilities win, provided their bid price is reasonable in relation to project estimate and other bids</li> </ul>
<b>Bottom Line</b>	<b>Bottom Line</b>
<ul style="list-style-type: none"> <li>• False savings from poor quality, late delivery, cost-overruns, excessive claims, hassles and headaches</li> <li>• Virtual absence of accountability</li> <li>• Poor results for municipality officials, the community &amp; quality contractors</li> <li>• Taxpayers suffer the consequences</li> </ul>	<ul style="list-style-type: none"> <li>• Successful project delivery in terms of quality, cost, schedule and cooperation</li> <li>• Maximizes accountability</li> <li>• Quality results for school officials, students &amp; community</li> <li>• Taxpayers get what they paid for</li> </ul>

## Governmental Agencies in Support of Responsible/Best Value Contracting or Prequalification Ordinances

### Army Corp of Engineers

(Used in 50% or more of new federal construction projects)

### California

City of Santa Cruz

California Public Works Design

California Education Code

Public Works Summary of Requirements CA

Public Works Contract Award Information

Required Apprentices On Public Works Contract

Los Angeles Unified School District Prequalification Questionnaire

Los Angeles Unified School District Prequalification

Los Angeles Unified School District Summary of Prequalification

California Prequalification of Contractors

California Public Works Prequalification Model

"Public Contract Code" regarding pre-qualification of bidders and contractor responsibility, 2000

Santa Cruz County Code Local Hiring of Apprentices

### Delaware

"Quality Construction Improvement Act," 1999

### Illinois

Township of Bloom

Springfield, IL Responsibility of Bidders

Springfield, IL Public Works Contracts

Illinois Responsible Bidder Ordinance

List of Illinois Ordinances

Maryville, IL Responsible Bidder

### Indiana

Indiana Act 244

### Massachusetts

Amherst

Boston Code Ordinance Chapter 9-8.1, 1998

Brockton

Cambridge

Cranston

Everett

Fall River

Lawrence

Malden

Manchester

New Bedford

Pittsfield

Plymouth County

Quincy

Salem

Springfield

Warwick

Waltham

Weymouth

### Massachusetts (continued)

Woburn

Worcester

### Michigan

City of Battle Creek

City of Grand Rapids

Kalamazoo County Government

Muskegon County Government

### Nevada

### New Mexico

New Mexico Public Works Contracts

### New Hampshire

City of Manchester, New Hampshire

### New Jersey

Mercer County Executive Order 99.1, 1999

New Jersey Education Facilities Construction & Financing Act", 2000

New Jersey Public Works Contractor Registration

### New York

City of Rochester, New York

NY State - Apprentice Participation on Public Works

Cornell Contractor Responsibility Language

New York Vendor Questionnaire

New York Dept. of Education Prequalification

New York Principal Questionnaire

New York procurement council guidelines, 1999

Best Practice: Determining Vendor Responsibility, New York

Prequalification Questionnaire NYC

New York City Contractor Responsibility Site (NYC)

### Ohio

City of Oregon, Ohio Best Bid Criteria

City of Oregon, Ohio Best Bid Form

City of Oregon Ohio Best Bid Criteria - Subcontractors

Ohio Municipal Code

Cincinnati Public Schools Determination of Lowest Bidder

Ohio Responsible Bidder Information Form

### Oregon

Contractor responsibility and pre-qualification requirements, - 1999

### Pennsylvania

Pennsylvania Governor's Management Directive 215.9, 1999

Pennsylvania Subcontractor Supply Form

Pennsylvania Qualification Statement

### Rhode Island

### Washington State

Washington State Apprenticeship Law (Purpose)

Washington State Apprenticeship Law

### West Virginia

West Virginia Design-build/Best value regulations

West Virginia Drug & Safety Program Requirements

School Building Authority of West Virginia

## Some Michigan Schools Who Have Adopted a Policy on Responsible Contracting

Allendale Public Schools	Mesick Consolidated Schools (Pending)
Atlanta Community Schools	Michigan Association of School Boards *
Bangor Township Schools	Montabella Community Schools
Brandywine Public Schools	Montague Area Public Schools
Buena Vista School District	Mt. Morris Consolidated Schools
Chelsea School District	Muskegon Public Schools **
Climax-Scotts Community Schools	Newaygo County RESA
Coopersville Area Public Schools	Newaygo Public Schools
Decatur Public Schools	Orchard View Schools
Elkton-Pigeon Bayport Schools	Otsego Public Schools
Flat Rock Schools	Parchment School District
Fremont Public Schools	Pennfield Schools
Gull Lake Community Schools	River Rouge School District
Hale Area Schools	Romulus Community Schools (Pending)
Kent City Community Schools	Roseville Community Schools
Galesburg-Augusta Community Schools	Saginaw Public Schools
Galien Township Schools	Saline Area Schools (Pending)
Holton Public Schools	Sanilac ISD
Lakeview School District	Swan Valley School District
L'Anse Creuse Public Schools	Trenton Public Schools
Lincoln Consolidated School District	Tri County Area Schools
Mason County Central School District	West Branch-Rose City Area Schools
Mecosta-Osceola ISD	White Cloud Public Schools
Mendon Community Schools	Yale Public Schools
Meridian Public Schools	

\*The Michigan Association of School Boards has adopted an optional sample responsible contractor policy. The original contribution of language in the formulation of the sample policy was provided by the West Michigan Construction Alliance and the Michigan Building and Construction Trades Council. The above organizations and their designated and authorized representatives have full rights to the use of this sample policy.

\*\*Muskegon Public Schools was the first Michigan school district to adopt a responsible contracting policy.

Material content was made possible in part by the Michigan Association for Responsible Contracting.

Ed Haynor has over twenty years of experience as a Michigan school board member at Newaygo Public Schools and Newaygo County RESA. As a board member, Mr. Haynor has public policy experience through recent and relevant construction projects.

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION IN HONOR OF THE 2009 STATE ARBOR DAY CELEBRATION**

WHEREAS, Arbor Day was first celebrated in 1872 to promote conservation efforts and has become a cherished and respected tradition in Michigan; and

WHEREAS, Arbor Day is a time to celebrate trees and their importance in our lives and represents an opportunity to emphasize that tree planting is an important personal demonstration of stewardship; and

WHEREAS, Arbor Day helps remind Ingham County residents that healthy natural resources are vital and that each of us can play a role in ensuring the quality of life in our community; and

WHEREAS, the Board of Commissioners wish to recognize the outstanding efforts of all involved with the success of Arbor Day including the Michigan Arbor Day Alliance, Michigan Forestry and Park Association, the Michigan Department of Natural Resources Forest, Mineral and Fire Management Division, City of Lansing's Parks & Recreation and Forestry Division, and Ingham County Parks Department; and

WHEREAS, the 2009 State Arbor Day Celebration will take place Friday, April 24, 2009 at 11:30 a.m. at Potter Park Zoo.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby endorses Arbor Day and extends their congratulations and best wishes to the Michigan Arbor Day Alliance, Michigan Forestry and Park Association, the Michigan Department of Natural Resources Forest, Mineral and Fire Management Division, City of Lansing's Parks & Recreation and Forestry Division, and Ingham County Parks Department on the occasion of 2009 State Arbor Day Celebration.

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION CONGRATULATING THE STATE NEWS ON THE EVENT OF THEIR  
100<sup>TH</sup> ANNIVERSARY**

WHEREAS, Michigan State University's student newspaper was founded as the Holcad in 1909, in response to a series of articles in the Lansing Journal critical of Michigan Agricultural College's student body; and

WHEREAS, in 1925, as the college changed its name to Michigan State College, the publication became the Michigan State News; and

WHEREAS, in 1971, The State News became a 501(c)3 organization, independent of the University and now owns its own building in East Lansing on Grand River Avenue; and

WHEREAS, The State News employs hundreds of students each year, teaching them reporting, photography, design, advertising, web design and programming, as well as countless other skills; and.

WHEREAS, throughout its 100 years, The State News has been a vehicle for student opinion and watching for the student and East Lansing communities; and

WHEREAS, alumni of The State News span the globe as leaders in media, communication, advertising and business - most credit the experience they gained putting together a newspaper at Michigan State University with their success; and

WHEREAS, on March 10, 2009, The State News celebrated its 100<sup>th</sup> Anniversary.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby congratulates The State News on the event of their 100<sup>th</sup> Anniversary.

BE IT FURTHER RESOLVED, that the Board wishes them continued success for many years to come.



Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION HONORING SAM BROOKS**

WHEREAS, Sam Brooks graduated with Honors from Everett High School in 2008 with a GPA of over 3.2; and

WHEREAS, Sam was awarded a scholarship from Lansing Community College where he is currently enrolled; and

WHEREAS, Sam began his scouting career as a Cub Scout in Pack 401 from Cavanaugh Elementary School where he earned the Arrow of Light; and

WHEREAS, he joined Troup #411 in 2001 where he remained active and held several leadership roles until he reached the age of 18; and

WHEREAS, Sam joined the Boy Scouts because he wanted to make a difference in his community and become a better person; 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, Sam's service project entailed planning and carrying out, with the assistance of the American Red Cross, family and friends, the collection of 51 pints of blood and enlisting 28 new donors for the Red Cross; and

WHEREAS, with at least 21 merit badges, Sam has earned the rank of Eagle Scout.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby honors Sam Brooks 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.

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION HONORING RALPH AND GERRY SHUCK**

WHEREAS, 60 years ago Ralph Shuck and Gerry Rouston met and married; in 1958, their son became a Cub Scout which marked the beginning of a long career in scouting for both Ralph and Gerry; and

WHEREAS, Ralph began his adventure in scouting as a member of the Troop Committee, longing for greater involvement he became the Cubmaster in 1959, while Gerry became a Den Leader -- together they led two Girl Scout Troops, one Cub Den and an entire Cub Scout Pack; and

WHEREAS, their interest in the community went beyond scouting, Ralph and Gerry helped with the baseball league which later became known as the Red Cedar Recreation Association, they helped organize shelter and food at a local church and in homes for more than 800 stranded motorists during a 1967 major snow storm, and again in 1979 when another snow storm hit the mid-Michigan area; and

WHEREAS, as Ralph's involvement in scouting grew, Gerry focused on the smaller children as she organized a choir for younger elementary school students, and later began conducting the Sunbeam Choir teaching hundreds of area children to sing and carry a note; and

WHEREAS, their legacy has touched the lives of literally thousands of people, impacting most of the children in the Williamston community over the past 51 years; by organizing, leading and teaching the area children, Ralph and Gerry have exemplified what it means to live the life of a better person; and

WHEREAS, Ralph and Gerry have helped instill values in hundreds of local children, they have shown generations how to gain fulfillment in life by giving of their own lives in services to their community, church and family.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby honors Ralph and Gerry Shuck for dedicating their lives to helping the community with their unselfish love for others, their ability to see what needs to be done and a willingness to accomplish their goals, and especially for their commitment to the youth of Ingham County.

**RESOLUTION STAFF REVIEW**

**DATE** March 5, 2009

**Agenda Item Title:** Resolution to Amend the 2009 Ingham County Budget, to Implement a Hiring Freeze for Ingham County General Fund Positions, and to Encourage Employee Voluntary Time Off Without Pay

**Submitted by:** Controller's Office

**Committees:** LE\_\_\_, JD\_\_\_, HS\_\_\_, CS  X , Finance  X

**Summary of Proposed Action:** Due to current economic conditions, several revenue and expense problems have been identified within the 2009 budget. These problems total an estimated \$1.4 million. This resolution presents a plan to decrease expenditures by that amount in order to minimize any projected budget deficit that may develop by the end of 2009.

**Financial Implications:** The expenditure reductions include the following reductions to department budgets:

Cost Savings Strategy	General Fund Budget Savings
Eliminate Out of State Travel	\$55,518
Reduce In State Travel by 25%	\$22,186
Reduce Training by 25%	\$15,222
Reduce Telephone by 25%	\$30,000
Reduce Supplies by 10%	\$71,494
Eliminate Education Reimbursement	\$12,500

Due to larger than necessary fund balances in three debt services funds, the General Fund transfer to these funds will be decreased by \$139,000. Also, the Equipment Revolving Fund is carrying a balance of \$1.8 million, with no plans for any major non-routine equipment upgrades in the near future. Therefore, it is recommended that transfers to the Equipment Revolving Fund will be suspended in 2009, for a savings of \$554,080. A sufficient balance of over \$1.2 million will remain in the Equipment Revolving Fund. A hiring freeze is also recommended, for a projected savings of \$500,000.

In order to implement immediate budget savings, these identified savings are short-term in nature. Long-term budget savings will be addressed as part of the 2010 budget process.

**Other Implications:** The hiring freeze will apply to all permanent positions, with the exception of those funded 100% from non-General Fund sources. Departments finding it necessary to fill a position to maintain vital county services can make a formal request to the County Services Committee.

This resolution also recommends that no out of state travel funded by the General Fund will be permitted for the remainder of 2009.

Another budget savings strategy that would be authorized by this resolution is to allow employees to take voluntary time off without pay. Department Heads, Elected Officials, and Judges may allow up to ten days of voluntary time off without pay at their discretion. This time off will not affect employees' insurance coverage, annual accumulations, or longevity pay. The cost-savings resulting from this measure is difficult to forecast, so no budget savings is projected in this resolution. However, the Budget Office will track the savings throughout the year.

Temporary employees will not be used to substitute for positions affected by the hiring freeze or for employees using voluntary leave without pay.

Departments will maintain the ability to transfer funds within their budgets as permitted by the Ingham County Budget Transfer Policy.

**Staff Recommendation:** MM\_\_\_ JN \_\_\_ TL \_\_\_ TM X JC \_\_\_  
Staff recommends approval of this resolution.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AMEND THE 2009 INGHAM COUNTY BUDGET, TO  
IMPLEMENT A HIRING FREEZE FOR  
INGHAM COUNTY GENERAL FUND POSITIONS, AND TO ENCOURAGE  
EMPLOYEE VOLUNTARY TIME OFF WITHOUT PAY**

WHEREAS, due to current economic conditions, several revenue and expense problems totaling \$1.4 million have been identified since the adoption of the 2009 Budget on October 28, 2008; and

WHEREAS, as a result of a continual increase in expenses for County operations, Ingham County must take significant measures to reduce expenses in an attempt to minimize Ingham County government's projected budget deficit, and to reduce the number of positions facing layoff in future years; and

WHEREAS, in order to reduce expenses, the Board of Commissioners wishes to encourage Department Heads, Elected Officials, and Judges to allow employees voluntary time off without pay; and

WHEREAS, the Equipment Revolving Fund has an excess of \$1.8 million in fund balance at the end of 2008, which is greater than the amount needed for any anticipated equipment replacements for the next several years; and

WHEREAS, three debt service funds have unnecessary fund balances; and

WHEREAS, it is expected that long-term strategies to maintain current year expenses within current year revenues will be identified during the 2010 budget process.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners is implementing a hiring freeze on all permanent positions for Ingham County effective immediately.

BE IT FURTHER RESOLVED, that the hiring freeze will be effective for all departments, with the only exceptions being for positions that are funded 100% from non-General Fund sources.

BE IT FURTHER RESOLVED, that Department Heads who believe it is necessary to fill a position to maintain vital county services can make a formal request to the County Services Committee.

BE IT FURTHER RESOLVED, that temporary employees or members of different bargaining units will not be substituted to perform daily functions of any bargaining unit positions that are affected by the hiring freeze.

BE IT FURTHER RESOLVED, that the hiring freeze will continue through the end of the 2009 budget year (December 31, 2009 for most funds, October 31, 2009 for the Health and Child Care Funds) and will be reviewed for continuation into 2010 as part of the 2010 budget process.

BE IT FURTHER RESOLVED, that the Board of Commissioners hereby encourages Department Heads, Elected Officials, and Judges, where possible, to allow employees voluntary time off without pay.

BE IT FURTHER RESOLVED, that the decision to allow employee time off without pay for up to 10 days annually shall be at the sole discretion of the Department Head, Elected Official, or Judge based on the department's work flow.

BE IT FURTHER RESOLVED, that in such cases where employees are allowed time off without pay, temporary employees shall not be used in place of the employee on leave.

BE IT FURTHER RESOLVED, that in such cases where employees are allowed time off without pay, overtime shall not be paid to other employees in place of the employee on leave.

BE IT FURTHER RESOLVED, that employees taking voluntary time off of ten (10) days or less shall have their medical insurance continued; will not be required to use annual accumulations; and will not forfeit holiday pay if the time off without pay is taken before or after a holiday.

BE IT FURTHER RESOLVED, that taking voluntary time off of ten (10) days or less shall have no effect on employees' sick and vacation accumulations or longevity pay.

BE IT FURTHER RESOLVED, that the Chairperson is authorized to sign any necessary or required letters of understanding with the unions if necessary for implementation.

BE IT FURTHER RESOLVED, that the provisions of this resolution in regard to voluntary time off without pay expire December 31, 2009.

BE IT FURTHER RESOLVED, that no out of state travel funded by the General Fund will be permitted for the remainder of 2009.

BE IT FURTHER RESOLVED, that the 2009 Ingham County Budget be amended to reduce the General Fund budget by \$1.4 million as follows:

Cost Savings Strategy	General Fund Budget Savings
Implement Hiring Freeze for 2009	\$500,000
Eliminate Out of State Travel	\$55,518
Reduce In State Travel by 25%	\$22,186
Reduce Training by 25%	\$15,222
Reduce Telephone by 25%	\$30,000
Reduce Supplies by 10%	\$71,494
Eliminate Education Reimbursement	\$12,500
Suspend Transfers to Equipment Revolving Fund	\$554,080
Eliminate Fund Balance from Debt Service Funds	\$139,000
<b>Total</b>	<b>\$1,400,000</b>

BE IT FURTHER RESOLVED, that Departments will maintain the ability to transfer funds within their budgets as permitted by the Ingham County Budget Transfer Policy (Resolution #94-93).