

CHAIRPERSON
JOHN B. CZARNECKI

CHAIRPERSON PRO TEM
VICTOR G. CELENTINO

VICE-CHAIRPERSON PRO-TEM
THOMAS L. MINTER

ADMINISTRATIVE SERVICES/
PERSONNEL COMMITTEE
CHRIS SWOPE, CHAIR
CALVIN LYNCH
DEBBIE DE LEON
VICTOR CELENTINO
MICHAEL SEVERINO

INGHAM COUNTY BOARD OF COMMISSIONERS

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

THE ADMINISTRATIVE SERVICES/PERSONNEL COMMITTEE WILL MEET ON TUESDAY, OCTOBER 1, 2002, AT 7:00 P.M., IN THE PERSONNEL CONFERENCE ROOM OF THE HUMAN SERVICES BUILDING, 5303 S. CEDAR, LANSING.

Agenda

Call to Order
Additions to the Agenda
Limited Public Comment

1. Boards/Commissions Presentations
 - a. Equal Opportunity Committee - Interview
 - b. Ingham County Youth Commission - Quarterly Report (The report will be distributed at the meeting)
2. Economic Development Corporation
 - a. Resolution Approving the Creation of a [Local Development](#) Finance Authority by the City of Lansing and the City of East Lansing, Pursuant to Act 281 and Other Matters Related Thereto
 - b. Resolution Authorizing an Administrative Services Agreement Between Ingham County and the Regional Economic Development Team (RED Team) to Fulfill the [LINKMICHIGAN](#) Regional Telecommunications Planning Grant
 - c. Resolution Authorizing Entering into a Contact with Control Room Technologies to Perform the Telecommunications Study, LLC for the [LINKMICHIGAN Project](#)
3. Health Department
 - a. Resolution to Reorganize [Nursing Staffing](#) at the Sparrow Health Center
 - b. Resolution to Authorize a Reorganization in the [Adult Health](#) and Child Health Clinics
 - c. Resolution to Combine [Two Part-time Nursing Positions](#) in Women's Health
4. MIS Department
 - a. Resolution Authorizing Entering Into a Contract with Safety Systems, Inc. for the Installation of a Total [Flooding FM-200](#) Clean Agent Fire Suppression System in the MIS Computer Room
 - b. Resolution Authorizing Entering Into Contract with [Hewlett Packard](#) for the Purchase of a Server Backup System in the MIS Computer Room

5. Facilities Department - Resolution Authorizing Entering Into a Contract with I. COMM Corporation to Remove and Install a Secure Facility Control System and to Provide Two Years of Annual Maintenance on the [Secure Plex System](#) for the Ingham County Youth Center
6. County Clerk - Resolution Authorizing a Reorganization of the Management Level Within the [County Clerk's Office](#)
7. Controller's Office
 - a. Resolution Authorizing [Adjustments](#) to the 2002 Ingham County Budget
 - b. Discussion Item - [Construction Projects](#) and County Policies
8. Board Referral - Letter from Laux Construction, LLC Outlining Problems the Company Has Experienced in Obtaining [Soil Erosion](#) Permits from the Drain Commission

Announcements

Public Comment

Adjournment

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

Agenda Item 2a

RESOLUTION STAFF REVIEW

DATE September 23, 2002

Agenda Item Title: Resolution Approving the Creation of a Local Development Finance Authority by the City of Lansing and the City of East Lansing, Pursuant to Act 281 and Other Matters Related Thereto

Submitted by: Economic Development Corporation

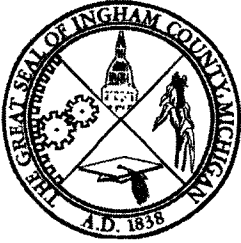
Committees: Ad.Ser/Pers.* , H.S.____, Law & Cts. _____, Fin.*

Summary of Proposed Action: This resolution authorizes the creation of a Local Development Finance Authority (the "Authority") by the Cities of Lansing and East Lansing Pursuant to Act 281 and other matters related thereto. The Authority shall operate to eliminate the conditions of unemployment, underemployment and joblessness and to promote economic growth. The Authority shall exercise its powers in that portion of the Authority District that received a designation from the Michigan Economic Development Corporation.

Financial Implications: None

Other Implications: None

Staff Recommendation: JA X JN _____ HH _____
Staff recommends the approval of this resolution.



INGHAM COUNTY

ECONOMIC DEVELOPMENT CORPORATION

MEMORANDUM

JOSEPH GUENTHER
Chairperson

DEBORAH MARSHALL
Vice Chairperson

ERIC SCHERTZING
Secretary

DONALD ANDERSON
Treasurer

MEL HAHN
Member

THOMAS JAROSCH
Member

JAMES MITCHELL
Member

JANE RHODES
Member

JONATHAN SCHELKE
Member

MARY STID
Commissioner/Member

DATE: September 26, 2002

TO: Administrative Services/Personnel and Finance Committees

FROM: John F. Hanieski
Economic Development Coordinator

SUBJECT: Creation of a LDFA (Smart Zone) by Cities of Lansing and East Lansing

The attached resolution provides the approval of the County of Ingham for the creation of a local development finance authority (LDFA) by two municipalities under the provisions of Public Act 281 of 1986 as amended by Public Act 248 of 2000. The LDFA cannot be created without the approval of Ingham County.

The LDFA is better known as a "Smart Zone." The Michigan Economic Development Authority has selected ten locations statewide to create Smart Zones. The zones are intended to stimulate the growth of technology based businesses and jobs by aiding in the creation of businesses focused on commercializing ideas, patents and other opportunities emerging from university or private research institute activities.

In July, 1995 the Ingham County Board of Commissioners established a policy on tax sharing agreements. That policy restricts the use of captured county funds to specifically defined infrastructure projects within the district. Staff from the Lansing Economic Development Corporation has expressed desire to use up to 5.0% for administrative expenses. County Chairman Czarnecki has made it clear that that is not consistent with county policy. Since the policy was created by the Board of Commissioners it can be overridden by the Board if it so chooses. But current policy is to allow the capture only for infrastructure direct expenses, including engineering.

My recommendation is to allow the establishment of the Smart Zone with the restriction that captured county funds be used in ways consistent with county policy.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION APPROVING THE CREATION OF A LOCAL DEVELOPMENT
FINANCE AUTHORITY BY THE CITY OF LANSING AND THE CITY OF
EAST LANSING, PURSUANT TO ACT 281 AND OTHER MATTERS RELATED THERETO**

WHEREAS, the City Councils of the Cities of Lansing and East Lansing, Michigan (collectively, the “Cities” or individually, “Lansing” or “East Lansing”) desire to create a multi-jurisdictional local development finance authority within the Cities known as the Local Development Finance Authority of the Cities of Lansing and East Lansing (the “Authority”); and

WHEREAS, pursuant to Act 281, Public Act of Michigan, 1986, as amended (“Act 281”), the City Councils of the Cities have adopted a resolution expressing their intent to create a multi-jurisdictional authority with boundaries of an authority district as that property described in Exhibit A attached hereto and made a part hereof (the “Authority District”); and

WHEREAS, pursuant to Act 281, the City Councils of the Cities have conducted a public hearing on the adoption of a resolution by the City Councils of the Cities creating a multi-jurisdictional local development finance authority and the designation of the Authority District; and

WHEREAS, pursuant to Act 281, the Authority will exercise its powers only in all or part of its Authority District upon approval by the Michigan Economic Development Corporation; and

WHEREAS, pursuant to Act 281, the Authority will not be considered established until the County of Ingham approves the creation of the Authority.

THEREFORE BE IT RESOLVED THAT:

1. The County of Ingham (the “County”) hereby determines that it is in the interest of the public to create a multi-jurisdictional local development finance authority in the County known as the Local Development Finance Authority of the Cities of Lansing and East Lansing, pursuant to the provisions of Act 281, which shall operate to eliminate the conditions of unemployment, underemployment and joblessness and to promote economic growth.
2. The County hereby approves the establishment the Authority by the Cities with an inclusion of all or any portion of the property described in Exhibit A attached hereto and made a part hereof as the designated Authority District (the “Authority District”).
3. The County hereby acknowledges that the Authority shall only exercise its powers in that portion of the Authority shall exercise its powers in that portion of the Authority District that received a designation from the Michigan Economic Development Corporation as a certified technology park under Act 281.

Agenda Item 2a

4. All resolutions and parts of resolutions in conflict herewith are hereby repealed.

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the County Board of Commissioners of the County of Ingham, State of Michigan, at a _____ meeting held on _____, 2002, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been available as required by said Act.

I further certify that the following Members are present at said meeting _____ and that the following Members were absent _____.

I further certify that the following Member _____ moved adoption of said resolution and that Member _____ supported said motion.

I further certify that the following Members voted for adoption of said resolution _____, that such Members constitute a majority of the Members elected to and serving on County Board of Commissioners, and that the following Members voted against adoption of said resolution _____.

County Clerk

APPENDIX A

Description of Proposed Authority District

The Lansing Regional SmartZone more particularly is comprised of the following three separate areas:

- A. The area in downtown Lansing bounded by Grand Avenue to the west, Michigan Avenue to the south, the Grand River to the east and Shiawassee Street to the north.
- B. The area in Lansing bounded by I-496 to the west, the Lansing Corporate City Limit to the north and northeast, Collins Road to the east and Dunkel Road to the south.
- C. The area in downtown East Lansing contained within the East Lansing Downtown Development Authority District as approved by the City Council of the City of East Lansing by Ordinance #635 on 6-17-86 and Amendment #889 of 2/18/97

Agenda Item 2b

RESOLUTION STAFF REVIEW

DATE September 26, 2002

Agenda Item Title: Resolution Authorizing an Administrative Services Agreement Between Ingham County and the Regional Economic Development Team (RED Team) to Fulfill the LINKMICHIGAN Regional Telecommunications Planning Grant

Submitted by: Economic Development Corporation

Committees: Ad.Ser/Pers. __*, H.S. ____, Law & Cts. ____, Fin. __*

Summary of Proposed Action: This resolution authorizes an Administrative Services Agreement Between Ingham County and the Regional Economic Development Team (RED Team) to Fulfill the LINKMICHIGAN Regional Telecommunications Planning Grant. The Ingham County Board of Commissioners has approved the submission of a Notice of Intent (Resolution #02-42) and the acceptance of the grant (Resolution #02-166).

Financial Implications: None

Other Implications: None

Staff Recommendation: JA X JN ___ HH ___
Staff recommends the approval of this resolution.

MEMORANDUM

DATE: September 26, 2002

TO: Administrative Services/Personnel and Finance Committees

FROM: John F. Hanieski
Economic Development Coordinator

SUBJECT: Resolution Authorizing Entering Into an Agreement with the Regional Economic Development Team, Inc . (Red Team) to Provide Administrative Services for the LINKMICHIGAN Grant

The attached agreement specifies the work that the Regional Economic Development Team (RED Team) has performed and has yet to perform in connection with the LINKMICHIGAN grant.

The Ingham County Board of Commissioners has approved the submission of a Notice of Intent (Resolution #02-42) and the acceptance of the grant (Resolution #02-166).

Ingham County is acting as fiscal agent on behalf of the consortium of counties and intermediate school districts and the RED Team is acting as project manager.

Thank you.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AUTHORIZING AN ADMINISTRATIVE SERVICES AGREEMENT
BETWEEN INGHAM COUNTY AND THE REGIONAL ECONOMIC DEVELOPMENT
TEAM (RED TEAM) TO FULFILL THE LINKMICHIGAN REGIONAL
TELECOMMUNICATIONS PLANNING GRANT**

WHEREAS, the Ingham County Board of Commissioners adopted Resolution #02-42, which authorized Ingham County to apply for funding under the LINKMICHIGAN Regional Telecommunications Planning Project on behalf of the Regional Economic Development Team (RED Team); and

WHEREAS, Ingham County, on behalf of itself, Eaton and Clinton Counties, and the Eaton and Ingham County Intermediate School Districts, Clinton RESA, and the RED Team, has been granted a Community Development Block Grant (CDBG) under the provisions of LINKMICHIGAN Regional Telecommunications Planning Project; and

WHEREAS, Ingham County accepted the grant by Resolution #02-166; and

WHEREAS, the Project will study the need and means of facilitating private investment in advanced telecommunications in the Region and develop a plan; and

WHEREAS, the Regional Economic Development Team (RED Team) has provided the following service in furtherance of the LINKMICHIGAN Telecommunications Planning Project Grant as follows:

REDT has written a Notice of Intent to apply for a LINKMICHIGAN Telecommunications Grant.

REDT has convened a Technical Committee;

REDT has written the application for a LINKMICHIGAN Grant, including the collection of the letters of support;

REDT has written the Request for Proposal;

REDT has issued the Request for Proposal and has selected the preferred vendor.

THEREFORE BE IT RESOLVED, That the Ingham County Board of Commissioners hereby authorizes an administrative services agreement between Ingham County and the Regional Economic Development Team.

BE IT FURTHER RESOLVED, that the Board Chairperson and County Clerk are authorized to sign any necessary documents after review by the County Attorney.

ADMINISTRATIVE AGREEMENT

LINKMICHIGAN Regional Telecommunications Planning Project

Grant Number MSC 201071-LMRP

Between

Regional Economic Development Team, Inc.

And

The County of Ingham

This Agreement, entered into as of the ____ day of _____, 2002, by and between the Regional Economic Development Team, Inc. (herein called REDT) and the County of Ingham (herein called the County)

WITNESSETH THAT;

Whereas, the County desires that the REDT provide the following service hereafter described in connection with an undertaking as follows:

I. Services

REDT will write a Notice of Intent to apply for a LINKMICHIGAN Telecommunications Grant;

REDT will convene a Technical Committee;

REDT will write the application for a LINKMICHIGAN Grant, including the collection of the letters of support:

REDT will write the Request for Proposal;

REDT will issue the Request for Proposal and select the preferred vendor;

REDT will review work product and invoices and recommend payment when designated milestones are reached;

REDT will conduct the public information process during the project period and after the final products are delivered.

II. Compensation

The REDT will bear the normal administrative expenses itself but if there are reasonable and necessary expenses, supported by documentation, in connection with the LINKMICHIGAN Telecommunications Project the County will reimburse The REDT for those expenses. In no case will the reimbursed expenses exceed five per cent (5.0%) of the grant amount.

III. Time of Performance

This Agreement and Appendices shall be completed by December 31, 2003.

IV. Termination

This agreement can be terminated at any time by either party provided thirty (30) day written notice of intent is given.

Appendix A: Grant Agreement for Grant No. MSC 201071-LMRP is attached hereto.

The County of Ingham

Regional Economic Development Team, Inc.

by _____

by _____

Date

Date

Introduced by the Administrative Services/Personnel and Finance Committees:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AUTHORIZING INGHAM COUNTY TO APPLY FOR THE
LINKMICHIGAN REGIONAL TELECOMMUNICATIONS PLANNING PROJECT GRANT**

RESOLUTION #02-166

WHEREAS, the Ingham County Board of Commissioners adopted Resolution #02-42, which authorized Ingham County to apply for funding under the LINKMICHIGAN Regional Telecommunications Planning Project on behalf of the Regional Economic Development (RED) Team; and

WHEREAS, Ingham County, on behalf of itself, Eaton and Clinton Counties, and the Eaton and Ingham County Intermediate School Districts, Clinton RESA, and the RED Team, has been authorized by Michigan Economic Development Corporation (MEDC) to apply for a Community Development Block Grant (CDBG) under the provisions of LINKMICHIGAN Regional Telecommunications Planning Project, and

WHEREAS, the RED Team has developed an application for submission to the MEDC for a project to be known as LINKMICHIGAN Ingham, Eaton, and Clinton County Regional Telecommunications Planning Project (Project), and

WHEREAS, the Project proposed by the application will study the need and means of facilitating private investment in advanced telecommunications in the Region and develop a plan; and

WHEREAS, the grant amount sought totals \$118,000.00 with \$87,000.00 to come from the MEDC and the remainder from the following local sources:

a)	Clinton County	\$5,000.00
b)	Eaton County	\$5,000.00
c)	Ingham County	\$5,000.00
d)	RED Team, Inc.	\$5,000.00
e)	Clinton RESA	\$3,000.00
f)	Eaton Intermediate School District	\$3,000.00
g)	Ingham Intermediate School District	\$3,000.00
h)	Consumers Energy	\$2,000.00

RESOLUTION #02-166

WHEREAS, since this is a planning project, no direct jobs will be created; however, in the event that a subsequent CDBG is used to implement the plan, one of the objectives will be to create employment opportunities where at least 51% of jobs will be available to low or moderate income persons, and

WHEREAS, a public hearing on the grant application has been held in the Board of Commissioners Room, third floor, Ingham County Courthouse, 431 South Jefferson, Mason, Michigan on June 25, 2002, after issuance of advance public notice in a newspaper of general circulation in Clinton, Eaton and Ingham Counties and an opportunity to review the application afforded to the residents of each of the Counties at the locations stated in the notice.

WHEREAS, no project costs have been, or will be, incurred prior to a formal grant award, the completion of the environmental review procedures and formal, written authorization to incur costs is received from MEDC.

NOW, THEREFORE, BE IT RESOLVED on behalf of Clinton, Eaton and Ingham Counties, and the Eaton and Ingham County Intermediate School Districts, Clinton RESA, and the RED Team, the County of Ingham is submitting, and is authorized to submit, the application for a grant of \$87,000 with local match as set forth above of \$31,000.00 for a combined total of \$118,000.00 under the provisions in the LINKMICHIGAN Regional Telecommunications Planning Project.

BE IT FURTHER RESOLVED, that the Board Chairperson and County Clerk are authorized to sign any necessary documents, including the application forms, after review by the County Attorney.

ADMINISTRATIVE SERVICES/PERSONNEL: Yeas: Swope, De Leon, Celentino, Severino
Nays: None **Absent:** Lynch **Approved 6/18/02**

FINANCE: Yeas: Grebner, Stid, Swope, Krause, Hertel, Schafer, Minter
Nays: None **Absent:** None **Approved 6/19/02**

RESOLUTION STAFF REVIEW

DATE September 23, 2002

Agenda Item Title: Resolution Authorizing Entering into a Contact with Control Room Technologies, LLC to Perform the Telecommunications Study for the LINKMICHIGAN Project

Submitted by: Economic Development Corporation

Committees: Ad.Ser/Pers.* , H.S.___, Law & Cts. ___, Fin.*

Summary of Proposed Action: This resolution authorizes entering into a contract with Control Room Technologies, LLC to perform the tasks outlined in the scope of work in its proposal with respect to the LINKMICHIGAN Regional Telecommunications Planning Project on behalf of itself, Eaton and Clinton Counties, and the Eaton and Ingham County Intermediate School Districts, Clinton RESA, and the RED Team.

Financial Implications: The RED Team issued a Request for Proposal, received, nine responses, interviewed three respondents and selected Control Room Technologies as the preferred vendor to perform the telecommunications study.

Other Implications: The cost and price analysis by CRT yields a fixed price bid of \$113,500 which is within the budget for the Project.

Staff Recommendation: JA X JN ___ HH ___
Staff recommends the approval of this resolution.

MEMORANDUM

DATE: September 26, 2002

TO: Administrative Services/Personnel and Finance Committees

FROM: John F. Hanieski
Economic Development Coordinator

SUBJECT: Contract with Control Room Technologies for LINKMICHIGAN Project

The Regional Economic Development Team (RED Team) has submitted a Notice of Intent and a formal application for a LINKMICHIGAN grant on behalf of a consortium of three counties, three intermediate school districts, the RED Team and Consumers Energy. Ingham County is acting as fiscal agent for the consortium and the RED Team is project manager. The RED Team issued a Request for Proposal, received, nine responses, interviewed three respondents and selected Control Room Technologies as the preferred vendor to perform the telecommunications study. The cost and price analysis by CRT yields a fixed price bid of \$113,500 which is within the budget for the Project.

As fiscal agent, Ingham County receives the grant and will make the disbursements. The attached resolution authorizes a contract with the preferred contractor to perform the tasks in the Statement of Work at the fixed price stipulated in the response to the RFP.

Thank you.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING ENTERING INTO A CONTACT WITH CONTROL ROOM TECHNOLOGIES, LLC TO PERFORM THE TELECOMMUNICATIONS STUDY FOR THE LINKMICHIGAN PROJECT

WHEREAS, the Ingham County Board of Commissioners adopted Resolution #02-42, which authorized Ingham County to apply for funding under the LINKMICHIGAN Regional Telecommunications Planning Project on behalf of the Regional Economic Development Team (RED Team); and

WHEREAS, Ingham County, on behalf of itself, Eaton and Clinton Counties, and the Eaton and Ingham County Intermediate School Districts, Clinton RESA, and the RED Team, has been granted a Community Development Block Grant (CDBG) under the provisions of LINKMICHIGAN Regional Telecommunications Planning Project; and

WHEREAS, the RED Team issued a Request for Proposal, received, nine responses, interviewed three respondents and selected Control Room Technologies as the preferred vendor to perform the telecommunications study; and

WHEREAS, the Project will study the need and means of facilitating private investment in advanced telecommunications in the Region and develop a plan; and

WHEREAS, the grant amount totals \$118,000.00 with \$87,000 to come from the MEDC and the remainder from local sources; and

WHEREAS, the cost and price analysis by CRT yields a fixed price bid of \$113,500 which is within the budget for the Project.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a contract with Control Room Technologies, LLC to perform the tasks outlined in the scope of work in its proposal with respect to the LINKMICHIGAN Regional Telecommunications Planning Project on behalf of itself, Eaton and Clinton Counties, and the Eaton and Ingham County Intermediate School Districts, Clinton RESA, and the RED Team.

BE IT FURTHER RESOLVED, that the Board Chairperson and County Clerk are authorized to sign any necessary documents after review by the County Attorney.

E) Work Plan

- i. Provider Survey & Product Inventory
 - a. CRT will survey telecommunications line providers, as well as any resellers and non-regulated providers of telecommunications services to inventory the region's existing infrastructure.
 - b. CRT will create a survey template and contact database that can be used for future updates to this inventory.
 - c. CRT will create maps to display provider functionality and accessibility to the extent that this information is available. Provider data will be made available in GIS format issued by MEDC, if applicable.
- ii. Telecommunications Needs Analysis
 - a. CRT will draft a survey instrument consistent with instruments used in neighboring counties and the state in general. The instrument will adhere to MEDC survey guidelines where appropriate.
 - b. CRT and representatives from the RED Team will identify a list of target stakeholders to participate in the survey. Random Sampling will be utilized once the targets are identified.
 - c. CRT will engage Lansing, MI based *Public Sector Consultants* to review the survey instruments, manage the survey process, analyze the survey responses and provide a comprehensive report complete with cross-tabulated results summarizing the findings for Ingham, Eaton & Clinton counties.
 - d. A statistically valid sampling of residential consumers will also be surveyed by telephone, using the same processes and procedures outlined above.
- iii. Identification and analysis of issues related to infrastructure expansion
 - a. CRT will research and document public sector policies, initiatives and barriers that will affect infrastructure expansion throughout the Region.
 - b. CRT will engage *Loomis, Ewert, Parsley, Davis & Gotting, P.C.* to research and document applicable regulatory and statutory issues.
 - c. CRT will represent the RED Team at specific meetings, committees and forums where regional telecommunications expansion is deliberated.
- iv. Evaluation of implementation strategies
 - a. Using the knowledge gathered during identification and analysis efforts, CRT will present between 2 and 5 feasible strategic implementation models. Focus will be placed on overcoming the identified barriers quickly and efficiently by leveraging existing telecom assets, establishing regional alliances and generally accepted industry best practices for rapid and practical deployment of expanded telecommunication networks.
 - b. A CRT Business Case[®] analysis will be delivered with each implementation model, providing high level budget requirements, general execution strategies and a management vision statement. Each recommendation will demonstrate feasibility through reference to

- similar case studies, emerging practical strategies or a qualified public/private-sector interest.
- c. CRT will recommend sources of public and private funding along with potential implementation candidates. Where available, timing and barriers associated with funding sources will be detailed.
- v. Communication of consulting effort
 - a. CRT will leverage its existing relationship with the RED Team to enhance the RED Team website. The website will serve as the central communication and educational portal for the information produced during this effort.
 - b. Maps, survey data, survey results and data will be stored on the RED Team website.
- vi. Telecommunications Implementation Plan Summary
 - a. CRT will document the projected impact the Telecommunications Plan will have on low – moderate income families in the Region.
 - b. CRT will create a deliverable Plan Summary Document, in print and electronic form.

Proposal Acceptance Sign-off Document

All of the referenced signatures indicate Client and Control Room Technologies (CRT) agree to the content of this document and CRT is authorized to proceed with the project. This Contract Proposal is valid for 90 days.

By Regional Economic Development Team Representative:

Authorized signature

Date

Printed Name

Title

By Michael Demetriou, Vice President, Sales & Marketing:

Michael Demetriou

CRT Authorized signature

September 26, 2002

Date

J) Cost & Price Analysis

Based on the work plan and assumptions, CRT will provide the services at a fixed cost of **\$113,550.00**. CRT will make progress billings each month commensurate with the project timeline.

ID	Name	Fixed Cost	Notes	Resource Names
1	RED Team Link Michigan Planning Project	\$113,550.00		
2	Project Management Transition Meeting/Consultative Design	\$0.00	Concurrent	Kelderhouse
3	1 Provider Survey & Product Inventory	\$27,450.00		
4	Survey existing line providers	\$9,600.00	Approx duration 60-70 hrs	Demetriou, Signs
5	Construct survey template and contact database	\$6,750.00	Approx duration 40-50 hrs	Demetriou, Kelderhouse, Creed
6	Create maps to display provider functionality and accessibility	\$11,100.00	Approx duration 70-78 hrs	Demetriou
7	2 Telecommunication Needs Analysis	\$32,550.00		
8	Construct survey instruments	\$5,100.00	Approx duration 30-39 hrs	Demetriou
9	Identify Targeted Stakeholders	\$2,400.00	Approx duration 13-20 hrs	Demetriou, RED Team
10	Conduct Surveys / Data Collection	\$12,000.00	Approx duration 76-84 hrs	PSC
11	Analyze broadband availability	\$5,700.00	Approx duration 35-42 hrs	PSC
12	Analysis of demand for last mile solutions	\$7,350.00	Approx duration 44-51 hrs	PSC
13	3 Identification & Analysis of Infrastructure Expansion	\$24,300.00		
14	Research and document public sector policies/barriers	\$8,550.00	Approx duration 55-62 hrs	Demetriou, Signs, Loomis Law
15	Research and document regulatory and statutory issues	\$13,350.00	Approx duration 85-95 hrs	Loomis Law, Demetriou, Signs
16	Regional Telecommunications Forums	\$2,400.00	Approx duration 12-20 hrs	Demetriou, Signs
17	4 Evaluation of Implementation Strategies	\$16,200.00		
18	Investigate strategic implementation models	\$3,750.00	Approx duration 22-28 hrs	Staff
19	Create Business Case Analysis	\$9,450.00	Approx duration 60-68 hrs	Demetriou, Staff
20	Identify funding methods	\$3,000.00	Approx duration 18-24 hrs	Demetriou
21	5 Communication of Consulting Effort	\$6,000.00		
22	RED Team Website Enhancements (Post Documentation)	\$6,000.00	Approx duration 35-45 hrs	Kelderhouse, Creed
23	6 Telecommunications Implementation Summary	\$7,050.00		
24	Job Creation Plan	\$750.00	Approx duration 3-6 hrs	Signs, Demetriou, Kelderhouse, Staff
25	Create final deliverable Plan Summary document	\$6,300.00	Approx duration 38-45 hrs	Signs, Demetriou, Kelderhouse, Staff

In the event that the Work Plan changes, the pricing estimate may change as well. All subcontracted work will be the responsibility of CRT and will be conducted on a fixed-fee basis.

Invoices submitted by CRT to the Client will be due 30 DAYS NET from the invoice date. Please note that all reasonable expenses are included in this Response. This cost and price analysis is submitted in full compliance with the provision of the paragraph titled "Independent Price Determination" in Part V of the RFP to which this proposal is a response.

Agenda Item 3a

RESOLUTION STAFF REVIEW

DATE September 23, 2002

Agenda Item Title: Resolution to Reorganize Nursing Staffing at the Sparrow Health Center

Submitted by: Health Department

Committees: Ad.Ser/Per. __, H.S. __, Law & Cts. __, Finance __

Summary of Proposed Action: (See attached letter of explanation.)

This resolution will authorize a recommendation from the Health Department to eliminate two part-time nurse positions at the Sparrow Community Health Center and to create a full-time Charge Nurse position to serve that site.

Financial Implications: This change will be accomplished within the existing budget for the Sparrow Community Health Center.

Other Implications: This item was tabled at the last human Services Meeting on September 10, 2002. The Health Department has informed the ICEA of this proposal. The new Health Center Administrator at the Sparrow site is recommending this change.

Staff Recommendation: JA ___ JN __*__ HH ___
This resolution should be approved.

MEMORANDUM

To: Human Services Committee
Administrative Services/Personnel Committee
Finance Committee

From: Bruce Bragg

Date: September 27, 2002

Subject: Reorganization of Nursing Staffing at the Sparrow Health Center

This is a recommendation to eliminate two part-time nurse positions at the Sparrow Community Health Center and to create a full-time Charge Nurse position to serve that site. This change will be accomplished within the existing budget for the Sparrow Community Health Center.

Earlier this year, the long-time Health Center Administrator at the Sparrow site retired. That position has recently been filled through a promotion from the nursing staff at the Sparrow Health Center. The new Administrator has worked with Bruce Miller to evaluate the staffing at the clinic. They have recommended that two part-time, vacant nurse positions be eliminated and replaced with a full-time Charge Nurse. Sparrow is the only large community health center which operates without a Charge Nurse.

The Department has consulted with ICEA regarding these changes. The ICEA Clinic Nurse Unit president has advised that they are supportive of the changes.

I support the recommendation and urge the Board to adopt the attached resolution to authorize the change.

Attachment

cc: Bruce Miller w/attachment
John Jacobs w/attachment

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO REORGANIZE NURSING STAFFING AT THE SPARROW HEALTH CENTER

WHEREAS, a new Health Center Administrator has been appointed at the Sparrow Community Health Center; and

WHEREAS, the Health Center Administrator and the Director of Community Health Services have recommended that two existing part-time, vacant nursing positions be converted to a full-time Charge Nurse position; and

WHEREAS, the Director of Community Health Services has demonstrated that the Sparrow Community Health Center has one of the largest enrolled populations and produces a large number of clinic visits each year and deals with a complex population of children and adults; and

WHEREAS, the Health Officer has recommended that the Board of Commissioners support the proposed changes in nursing staff, and has advised that the proposed change will be accomplished within the existing budget for the Sparrow Community Health Center.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners eliminates position HLHCHH005, 3/4 time Nurse Assessor (ICEA Nurse N2) effective October 12, 2002.

BE IT FURTHER RESOLVED, the Ingham County Board of Commissioners eliminates position HLHADU006, 1/2 time Clinic Nurse (ICEA Nurse N1) effective October 12, 2002.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners establishes a full-time Charge Nurse position (ICEA Nurse N3) position in the Sparrow Community Health Center effective October 12, 2002.

RESOLUTION STAFF REVIEW

DATE September 23, 2002

Agenda Item Title: Resolution to Authorize a Reorganization in the Adult Health and Child Health Clinics

Submitted by: Health Department

Committees: Ad.Ser/Per. *, H.S. *, Law & Cts. _, Finance *

Summary of Proposed Action: (See attached letter of explanation.)

This resolution will authorize a reorganization of staffing and work of the Adult Health Clinic and the Child Health Clinic. This reorganization will result in the two clinics being managed by a single Health Center Administrator, eliminating a Managerial position and using those funds to create two new Clinic Assistant/Technician II positions to work in both clinics.

Financial Implications:

This reorganization is possible within the existing budget due to the retirements of two Health Clinic Managers and the filling of only one of the vacancies.

Other Implications:

Staff Recommendation: JA ___ JN *___ HH ___

This resolution should be approved.

MEMORANDUM

To: Human Services Committee
Administrative Services/Personnel Committee
Finance Committee

From: Bruce Bragg

Date: September 27, 2002

Subject: Recommendation to Reorganize Adult Health and Child Health

This is a recommendation to reorganize certain aspects of the Adult Health Clinic and Child Health Services. These are two busy clinical units that are located just across the corridor from one another. One is obviously focused on health care needs of the adult population. This unit services Ingham Health Plan enrollees and Medicaid enrolled persons. It also is the location for our Sexually Transmitted Disease activity, including HIV/AIDS counseling, testing, partner notification. The other unit is focused on infants and children.

Historically, each unit had its own manager (Clinic Coordinator). Recently both of these Clinic Coordinators retired, after many years of service. Bruce Miller has facilitated a dialogue with clinic staff. The staff have suggested that the two clinics be managed by a single Health Center Administrator and that the savings from the second manager position be turned into a Clinic Assistant/Technician position to support the day to day work in each clinic. That is one manager and two Clinic Assistant/Technician positions to replace the two managers in the old structure. Financially, this just works. The cost of the proposed staffing is equal to the cost of the old two manager structure.

The staffs of the two clinics are convinced that the new structure will work better. Bruce Miller is supportive of this change.

I recommend that the Board of Commissioners adopt the attached resolution and authorize the proposed reorganization.

Attachment

cc: John Jacobs w/attachment
Bruce Miller w/attachment
Tom Larkins w/attachment

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A REORGANIZATION IN THE ADULT HEALTH AND CHILD HEALTH CLINICS

WHEREAS, the long servicing Clinic Coordinators of both the Adult Health Clinic and the Child Health Clinic have retired; and

WHEREAS, the Director of Community Health Services has facilitated a dialogue with staff of the Adult Health Clinic and the Child Health Clinic which has resulted in a recommendation to reorganize the staffing and work of the two clinics; and

WHEREAS, the Director of Community Health Services is supportive of the recommendations from the staff; and

WHEREAS, the Health Officer has advised that these changes can be implemented within the existing budget and has recommended that the Board of Commissioners authorize the recommended staffing changes.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a reorganization of staffing and work of the Adult Health Clinic and the Child Health Clinic, resulting in the two clinics being managed by a single Health Center Administrator (HLHADU001).

BE IT FURTHER RESOLVED, that two Clinic Assistant/Technician II positions (UAW TOPS E) be created, one located in the Adult Health Clinic and one located in the Child Health Clinic.

BE IT FURTHER RESOLVED, that the vacant Health Center Administrator (M10) position (HLHCHH013) be eliminated.

BE IT FURTHER RESOLVED, that these changes shall be effective October 12, 2002.

Agenda Item 3c

RESOLUTION STAFF REVIEW

DATE September 27, 2002

Agenda Item Title Resolution to Combine Two Part-time Nursing Positions in Women's Health

Submitted by Health Department

Committees: Ad.Ser/Per. __*, H.S. __*, Law & Cts. __, Finance __*

Summary of Proposed Action (see attached letter of explanation)

This resolution will authorize the change from two vacant part-time Clinic Nurse positions into a full-time Clinic Nurse position. The Women's Health Services will soon have two vacant part-time Clinic Nurse positions. The Women's Health Services Clinic Coordinator and Director of Community Health Services recommends that the vacant positions be combined to better serve the needs of the clinic.

Financial Implications This is a budget neutral situation

Other Implications None

Staff Recommendation: JA ___ JN *__ HH ___

This resolution should be approved

MEMORANDUM

To: Human Services Committee
Administrative Services/Personnel Committee
Finance Committee

From: Bruce Bragg

Date: September 27, 2002

Subject: Authorization to Combine Two Part-time Positions into a Full-time Position

This is a recommendation to combine two vacant part-time Clinic Nurse positions into a full-time Clinic Nurse position. Women's Health Services will have two vacant part-time Clinic Nurse positions. The Women's Health Services Clinic Coordinator recommends that the positions be combined to better serve the needs of the clinic. This recommendation is supported by the Director of Community Health Services.

I recommend that the Board of Commissioners adopt the attached resolution and authorize the creation of a full-time Clinic Nurse position. There are no budgetary effects to this change.

Attachment

cc: Charlyn Stratton w/attachment
Greg Wilhelm w/attachment
Bruce Miller w/attachment
John Jacobs w/attachment

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO COMBINE TWO PART-TIME NURSING POSITIONS IN WOMEN'S HEALTH

WHEREAS, Women's Health Services has two vacant, part-time Clinic Nurse positions; and

WHEREAS, the Women's Health Services Coordinator has recommended that the two vacant positions be combined to better serve the needs of the clinic; and

WHEREAS, there are no budgetary effects to the recommended change and the recommendation is supported by the Director of Community Health Services; and

WHEREAS, the Health Officer has recommended that the Board of Commissioners authorize the recommended change of two part-time Clinic Nurse position into a single full-time Clinic Nurse position.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the elimination of the following part-time, vacant, Clinic Nurse positions in Women's Health Services, effective October 1, 2002;

HLHFPL042

HLHFPL009

BE IT FURTHER RESOLVED, that the Board of Commissioners establishes a full-time Clinic Nurse position in Women's Health Services, effective October 2, 2002.

Agenda Item 4a

RESOLUTION STAFF REVIEW

DATE September 19, 2002

Agenda Item Title: Resolution Authorizing Entering Into a Contract with Safety Systems, Inc. for the Installation of a Total Flooding FM-200 Clean Agent Fire Suppression System in the MIS Computer Room

Submitted by: MIS Department

Committees: Ad.Ser/Pers.* , H.S.____, Law & Cts. ____ , Fin.*

Summary of Proposed Action: This resolution authorizes entering into a contract with Safety Systems, Inc. for the Installation of a total flooding FM-200 Clean Agent Fire Suppression System in the MIS computer room.

Financial Implications: Bids were solicited and review by the Purchasing Department. It is the recommendation of the MIS Director, Purchasing Director and Facilities Department that the contract be awarded to Safety Systems, Inc. who submitted the lowest responsive proposal in an amount not to exceed \$37,450.00.

Other Implications: Funds for this project are contained in the 2002 MIS Capital Improvement Fund.

Staff Recommendation: JA X JN ____ HH ____
Staff recommends the approval of this resolution.

INGHAM COUNTY
MIS Department

Rodney H. Taylor , Director

P.O. Box 319 ! Mason, MI 48854 ! Phone: (517) 676-7373 ! Fax: (517) 676-7396

TO: Ingham County Board of Commissioners
FROM: Rodney H. Taylor, Director
DATE: September 5, 2002
RE: Fire suppression System

The Ingham County computer room located in the Hilliard Building is currently being protected by an overhead sprinkler system. If a fire were to occur in this room, water would be released from the sprinkler system and destroy more than twenty servers costing many thousands of dollars. This room is the central hub of the County's network, and this destruction would stop most all of the county technology from functioning. Since most departments so heavily rely on the county's computer systems, this devastation would stop many departments from being able to complete their normal daily tasks for many weeks. To avert this situation, MIS is recommending that a clean agent fire suppression system be installed. Instead of using water, this primary system would use a chemical agent to distinguish the fire.

The Ingham County Purchasing Department released a RFP for the purchase of a fire suppression system. Five vendors responded to the proposal. After reviewing the responses to RFP #33-02, Total Flooding FM-200 Clean Agent Fire Suppression System for the Management Information System's Computer Room, the Ingham County Purchasing Department concurs with the Facilities and MIS Departments that a contract for \$34,900.00 be awarded to Safety Systems, Inc., who submitted the lowest responsive and most responsible proposal. This awarded amount includes upgrading to the laser smoke detectors for an additional \$2,550.00. Additionally, the annual cost to maintain the fire suppression system is \$520.00. Prevailing wages are reflected in the quoted costs.

I am requesting that the attached resolution be submitted to the Board for their approval. The funds for the purchase of this system have been set aside in the 2002 MIS Capital Improvement Fund.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING ENTERING INTO A CONTRACT WITH SAFETY SYSTEMS, INC. FOR THE INSTALLATION OF A TOTAL FLOODING FM-200 CLEAN AGENT FIRE SUPPRESSION SYSTEM IN THE MIS COMPUTER ROOM

WHEREAS, the Ingham County computer room is currently protected from fire with a traditional water-based sprinkler system; and

WHEREAS, if a fire were to occur in this room, it could potentially destroy more than twenty servers and effectively terminate the County's technology infrastructure; and

WHEREAS, the Ingham County Purchasing Department solicited formally advertised Requests for Proposals for purchase and installation of a clean agent fire suppression system; and

WHEREAS, the MIS Director, Purchasing Director, and Facilities Department have reviewed these proposals and are jointly recommending a contract not exceeding \$37,450.00 be awarded to Safety Systems, Inc., who submitted the lowest responsive proposal.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a contract with Safety Systems, Inc. in an amount not to exceed \$37,450.00 for the purposes of purchasing and installing a fire suppression system.

BE IT FURTHER RESOLVED, that the funds for this project are contained in the 2002 MIS Capital Improvement Fund.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Board Chair and the County Clerk to sign any necessary contract documents for the purchase and installation of a fire suppression system approved as to form by the County Attorney.

Agenda Item 4b

RESOLUTION STAFF REVIEW

DATE September 20, 2002

Agenda Item Title: Resolution Authorizing Entering Into Contract with Hewlett Packard for the Purchase of a Server Backup System in the MIS Computer Room

Submitted by: Rodney Taylor, MIS Director

Committees: Ad.Ser/Pers.* , H.S.____, Law & Cts. ____ , Fin.*

Summary of Proposed Action: This resolution would authorize entering into a contract with Hewlett Packard for the Purchase of a server backup system in the MIS Computer Room in an amount not to exceed \$70,721.

Financial Implications: Bids were solicited and reviewed by the Purchasing Director. It is the recommendation of the Purchasing Director and the MIS Director that the contract be awarded Hewlett Packard, who submitted the lowest responsive proposal, in an amount not to exceed \$70,721.

Other Implications: Funds for this project are contained in the MIS budget.

Staff Recommendation: JA X JN ____ HH ____
Staff recommends the approval of this resolution.

P.O. Box 319 ! Mason, MI 48854 ! Phone: (517) 676-7373 ! Fax: (517) 676-7396

TO: Ingham County Board of Commissioners
FROM: Rodney H. Taylor, Director
DATE: September 19, 2002
RE: Upgraded backup system

The County has over 600GB of data on County servers. This data is absolutely vital to daily operations of departments. One of MIS core responsibilities is to make sure that this data backed-up. Over the last year we have to restore a large amount of files because of failed hardware, corrupt software programs, or just simply because it was inadvertently deleted. Unfortunately, our existing system makes it difficult to restore this data in a timely manner. In addition, because of the current limited capacity of our tape backup system, we are not able to do a full backups of all the County's servers every night. Even if we simply added capacity, we have so much data to backup we would not be able to perform this task in our ten-hour window with our current hardware.

Working with an outside vendor to find a configuration that would meet our needs, MIS is recommending that a new fiber-based backup system be purchased and installed. With this new system eight of the most critical servers would be backed-up at a speed of more than 100 gigabytes per hour. This one unit could hold up to 8.32 terabytes of data. All of existing non-mission critical servers would then continue to be backup via the old system. As new servers are purchased or old servers upgraded, we would add these to the new backup system. One of the additional advantages of going with this type of fiber system is the ability in the future to add a new type of technology called a storage area network (SAN).

The funds to purchase this system will be taken from the County's technology fund. The total contract price is not expected to exceed \$70,721. MIS and Purchasing Departments are jointly recommending purchasing the server backup system and related installation services off the Regional Educational Media Center Association of Michigan's Cooperative Purchasing Contract, which selects its vendors from an open competitive process.

I am requesting that the attached resolution be submitted to the Board for their approval.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE ENTERING INTO CONTRACT WITH HEWLETT
PACKARD, FOR THE PURCHASE OF A SERVER BACKUP SYSTEM IN THE MIS
COMPUTER ROOM**

WHEREAS, the current backup system for the Ingham County computer room is currently not meeting our minimum requirements for backing-up and restoring data; and

WHEREAS, the ability to backup and restore data is of vital importance to the departments that the MIS department services; and

WHEREAS, the MIS Director and Purchasing Director recommends purchasing additional hardware, software and services off of the Regional Educational Media Center Association of Michigan's Cooperative Purchasing Contract not to exceed \$70,721.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a contract with Hewlett Packard in an amount not to exceed \$70,721 for the purposes of purchasing hardware, software and installation service for a server backup system.

BE IT FURTHER RESOLVED, that the funds for this project are contained in the MIS Budget.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Board Chair and the County Clerk to sign any necessary contract documents for the purchase and installation of a server backup system approved as to form by the County Attorney.

Agenda Item 5

RESOLUTION STAFF REVIEW DATE September 19, 2002

Agenda Item Title: Resolution Authorizing Entering Into a Contract with I. COMM Corporation to Remove and Install a Secure Facility Control System and to Provide Two Years of Annual Maintenance on the Secure Plex System for the Ingham County Youth Center

Submitted by: John Andresen, Facilities Director

Committees: Ad.Ser/Pers. __*, H.S. ____, Law & Cts. ____, Fin. __*

Summary of Proposed Action: This resolution authorizes entering into a contract with I. COMM Corporation to remove and install a secure facility control system, and to provide two years of annual maintenance on the Secure Plex System for the Ingham County Youth Center.

Financial Implications: Bids were solicited and review by the Purchasing Department. It is their recommendation in concurrence with the Facilities Director that the contract be awarded to I. COMM Corporation in an amount not to exceed \$73,520.00 to remove and install a secure facility control system, and to provide two (2) years of annual maintenance on the system for approximately \$3,200.00 annually.

Other Implications: Funds are available within the Capital Improvement Budget.

Staff Recommendation: JA X JN HH
Staff recommends the approval of this resolution.

MEMORANDUM

TO: Administrative Services/Personnel and Finance Committees

FROM: John W. Andresen, Facilities Director

DATE: September 19, 2002

RE: Resolution Requesting Authorization to Enter into a Contract with I. COMM Corporation to Remove and Install a Secure Facility Control System and to Provide Two (2) Years of Annual Maintenance on the Secure Plex System for the Ingham County Youth Center

The Purchasing Department solicited interested and qualified private and commercial vendors for the purpose of removing and replacing the current security control system at the Youth Center. The funds for this project are budgeted within the appropriate distribution in CIP. The contract price to perform this project is \$73,520.00 which includes prevailing wages and to provide two (2) years of annual maintenance on the equipment for a annual cost of \$3,200.00.

The Purchasing Department concurs with the Facilities Department that a contract in the amount of \$73,520.00 and for two (2) years of annual maintenance for a annual cost of approximately \$3,200.00 to I. COMM Corporation who submitted the lowest responsive and most responsible proposal. We are requesting your authorization to award this contract.

Thank you!

JWA/cc

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING ENTERING INTO A CONTRACT WITH I. COMM CORPORATION TO REMOVE AND INSTALL A SECURE FACILITY CONTROL SYSTEM AND TO PROVIDE TWO YEARS OF ANNUAL MAINTENANCE ON THE SECURE PLEX SYSTEM FOR THE INGHAM COUNTY YOUTH CENTER

WHEREAS, the Purchasing Department solicited interested and qualified private and commercial vendors for the purpose of removing and replacing the current security control system at the Ingham County Youth Center; and

WHEREAS, the funds for this project, Youth Center Lock and Control System are approved and available within the appropriate CIP distribution; and

WHEREAS, the Purchasing Department concurs with the Facilities Department that a contract be awarded to I. COMM Corporation, who submitted the lowest responsive and most responsible proposal; and

WHEREAS, the contract price for labor and materials to furnish and install a security control system is \$73,520.00, this cost also reflects prevailing wages, and to provide two (2) years of annual maintenance on the system for approximately \$3,200.00 annually.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a contract be awarded to the I. COMM Corporation, 1605 E. Kalamazoo St., Lansing Michigan, 48912 for labor and materials to furnish and install a security control system in the Ingham County Youth Center for a cost of \$73,520.00 and to provide two (2) years of annual maintenance on the system for approximately \$3,200.00 annually.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the County Attorney to prepare the necessary documents with the Board Chairperson and County Clerk to sign the same.

Agenda Item 6

RESOLUTION STAFF REVIEW:

DATE: September 10, 2002

Agenda Item Title: Resolution Authorizing a Reorganization of The Management Level Within the County Clerk’s Office

Submitted By: Mike Bryanton, County Clerk

Committees: Ad.Ser/Per __*, H.S.___, Law & Cts___, Fin.___*

Summary of Proposed Action: This resolution would eliminate the Chief Deputy Clerk position at level MCF-10, and the Official Coordinator position at level MCF-07. The resolution would then create two Chief Deputy positions at level MCF-09.

Financial Implications: The proposed resolution would be an additional cost of \$3,607. Funds for this reorganization are available within the department’s budget.

Other Implications: None

Staff Recommendation: JA_____ JN_____ HH X
Staff recommends the approval of this Resolution.

MEMORANDUM

September 4, 2002

TO: Administrative Services/Personnel Committee
Finance Committee

FROM: Mike Bryanton
Ingham County Clerk

RE: Reorganization within the Clerk's Office

Attached is a resolution authorizing a reorganization of the supervisory levels within the County Clerk's office. Essentially, this resolution authorizes the elimination of the current Chief Deputy County Clerk position as an MCF-10 (Manager) and replaces that position with a Chief Deputy - Intergovernmental Relations as an MCF-09 (Confidential Professional).

It also reclassifies the position of Office Coordinator - County Clerk from a level MCF-07 (Confidential Professional) to Chief Deputy - Internal Operations as a level MCF-09, Manager.

Budgeted 2002 salary costs for these two positions are:

Chief Deputy -	\$ 57,488
Office Coordinator -	\$ 44,043
Total:	\$ 101,531

Total 2002 salary costs for the two positions as proposed would be \$105,138. The above-referenced reorganization will cost approximately \$3,600 annually. Thus, under the above proposal there will be a minuscule increase to our overall budget, but we will require fewer overtime dollars, due to the movement of the Office Coordinator position from Confidential Professional into management. (The overtime paid to the Office Coordinator in 2001 was \$3,406).

We also anticipate a savings in 2003 salary costs due to the resignation of two employees in Deputy Clerk II positions, which may be filled at the starting step of the salary scale for Deputy Clerk II's.

I encourage your support of this resolution and will be available at the meeting to answer any questions you may have.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AUTHORIZING A REORGANIZATION OF THE MANAGEMENT
LEVEL WITHIN THE COUNTY CLERK'S OFFICE**

WHEREAS, the Chief Deputy Clerk position within the County Clerk's office has become vacant due to a resignation; and

WHEREAS, the Clerk desires to reorganize the management level of the Clerk's office to more efficiently serve the residents of Ingham County and more appropriately reflect the duties being carried out by current staff; and

WHEREAS, the Clerk has submitted Job Analysis Questionnaires to the Human Resources Department, which reflect the job duties of the proposed new classifications; and

WHEREAS, the Human Resources Department and the Clerk concur that the position of Chief Deputy Clerk, level MCF-10 (2002 salary range of \$47,895 to \$57,488) should be eliminated and replaced with the position of Chief Deputy - Intergovernmental Relations, level MCF-09 (2002 salary range of \$43,797 to \$52,569); and

WHEREAS, the Human Resources Department and the Clerk concur that the position of Office Coordinator - County Clerk, level MCF-07 (2002 salary range of \$36,692 to \$44,043) should be reclassified to the title of Chief Deputy Clerk - Internal Operations, level MCF -09 (2002 salary range of \$43,797 to \$52,569).

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes the elimination of the Chief Deputy County Clerk (MCF-10) and reestablished position CLKCTY018 as Chief Deputy-Intergovernmental Relations, level MCF-09, Confidential Professional.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners hereby authorizes the reclassification of position CLKCTY026 from Office Coordinator - County Clerk (level MCF-07) to Chief Deputy- Internal Operations, level MCF-09, Manager.

BE IT FURTHER RESOLVED, that this reorganization shall become effective the first full pay period after the adoption of this resolution by the Board of Commissioners.

MEMORANDUM

TO: Finance and Liaison Committees

FROM: Jerry Ambrose, Controller

RE: Third Quarter 2002 Budget Adjustments and Contingency Fund Update

DATE: September 17, 2002

Enclosed please find the recommended adjustments to the Ingham County budget for the third quarter of fiscal year 2002. The quarterly budget amendment process as authorized by the Board of Commissioners is necessary to make adjustments to the adopted budget. Usually, adjustments are made as a result of updated revenue and expenditure projections, grant revenues, re-appropriations, accounting and contractual changes, and general housekeeping issues.

The majority of adjustments this quarter are increases for replacement equipment in the equipment revolving fund. These funds are available from previous years' future replacement charge-backs to departments. The largest change is a transfer of \$153,085 from the Exterior Masonry Restoration project at the jail to reserve funds for the anticipated repair of the roof at the Grady Porter Building. The jail repairs were estimated to cost \$250,000. This project will be funded through a bond issue as authorized by Resolution 02-231, leaving the originally allocated funds available for the Grady Porter Building project. There are no adjustments to the general fund.

Also, included is an update of contingency fund spending so far this year. The current contingency amount is \$26,802. This number differs from the detailed schedule of quarterly adjustments because some adjustments have been passed but are not yet reflected in the September budget status report. The attached document details how the Board has allocated the contingency funds throughout the year, beginning with a balance of \$600,000.

At this time, I would also like to inform you that after a review of year to date revenues and expenses, a preliminary projection indicates that Ingham County's general fund balance will be drawn down approximately \$150,000 at the end of 2002. Should you have any question or require any additional information, please don't hesitate to contact me.

Introduced by the Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING ADJUSTMENTS TO THE 2002 INGHAM COUNTY BUDGET

WHEREAS, the Board of Commissioners adopted the 2002 Budget on October 23, 2001 and has authorized certain amendments since that time; it is now necessary to make some adjustments as a result of updated revenue and expenditure projections, fund transfers, re-appropriations, accounting and contractual changes, errors and omissions, and additional appropriation needs; and

WHEREAS, the Liaison Committees and the Finance Committee have reviewed the proposed budget adjustments prepared by the Controller's staff and have made adjustments where necessary; and

WHEREAS, Public Act 621 of 1978 requires that local units of government maintain a balanced budget and periodically adjust the budget to reflect revised revenue and expenditure levels.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby directs the Controller to make the necessary transfers to adjust revenues and expenditures in the following funds, according to the attached schedules:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>2002 BUDGET 09/01/02</u>	<u>PROPOSED CHANGES</u>	<u>PROPOSED BUDGET</u>
101*	General Fund	\$64,473,033	\$0	\$64,473,033
245	Public Improvement	1,510,216	0	1,510,216
636	MIS Fund	2,732,307	1,177	2,733,484
639	Drain Equipment Revolving	1,466,471	0	1,466,471
664	Mach. & Equip. Revolving	691,223	29,737	720,960

* Does not include funds associated with the sale of Ingham Medical Center.

GENERAL FUND REVENUES

	2002 Budget - <u>9/1/02</u>	Proposed <u>Changes</u>	2002 Proposed <u>Budget</u>
Tax Revenues			
County Property Tax	35,973,049		35,973,049
Property Tax Adjustments	(150,000)		(150,000)
Delinquent Real Property Tax	15,000		15,000
Unpaid Personally Property Tax	40,000		40,000
PILT/IFT/CFT	275,000		275,000
Trailer Fee Tax	20,000		20,000
Intergovernmental Transfers			
Single Business Tax	893,381		893,381
State Revenue Sharing	5,437,320		5,437,320
Convention/Tourism Tax - Liquor	1,293,915		1,293,915
Health and Safety Fund	227,824		227,824
Use of Fund Balance	524,460		524,460
Department Generated Revenue			
Animal Control	287,100		287,100
Circuit Court - Family Division	341,024		341,024
Circuit Court - Friend of the Court	578,568		578,568
Circuit Crt - General Jurisdiction	1,553,711		1,553,711
Cooperative Extension	136,858		136,858
County Clerk	272,871		272,871
District Court	1,916,470		1,916,470
Drain Commissioner/Drain Tax	256,322		256,322
Economic Development	70,669		70,669
Elections	39,367		39,367
Emergency Operations	42,000		42,000
Equalization /Tax Services	17,200		17,200
Probate Court	251,466		251,466

Prosecuting Attorney	608,912		608,912
Purchasing	51,380		51,380
Register of Deeds	1,976,528		1,976,528
Remonumentation Grant	80,338		80,338
Sheriff	5,299,355		5,299,355
Treasurer	5,971,934		5,971,934
Tri-County Regional Planning	35,133		35,133
Veteran Affairs	135,878		135,878
Total General Fund Revenues	64,473,033	0	64,473,033

GENERAL FUND EXPENDITURES

	2002 Budget - <u>9/1/02</u>	Proposed <u>Changes</u>	2002 Proposed <u>Budget</u>
Board of Commissioners	427,059		427,059
Circuit Crt - General Jurisdiction	5,895,079		5,895,079
District Court	1,535,899		1,535,899
Circuit Court - Friend of the Court	1,278,300		1,278,300
Jury Board	1,208		1,208
Adolescent Diversion	133,529		133,529
Probate Court	914,527		914,527
Circuit Court - Family Division	7,269,722		7,269,722
Jury Selection	66,567		66,567
Elections	234,477		234,477
Financial Services	579,709		579,709
County Attorney	359,920		359,920
County Clerk	632,418		632,418
Controller	836,371		836,371
Equalization/Tax Services	577,681		577,681
Human Resources	653,839		653,839
Prosecuting Attorney	4,788,769		4,788,769

Purchasing	233,876	233,876
Facilities	1,287,501	1,287,501
Register of Deeds	638,160	638,160
Remonumentation Grant	80,338	80,338
Treasurer	540,668	540,668
Drain Commissioner	793,417	793,417
Economic Development	171,947	171,947
Community Agencies	202,972	202,972
Women's Commission	9,645	9,645
Environmental Affairs Comm	1,000	1,000
FOC Advisory Committee	2,000	2,000
Historical Commission	500	500
Tri-County Regional Planning	58,553	58,553
Jail Maintenance	207,225	207,225
Sheriff	16,930,697	16,930,697
Community Corrections	94,919	94,919
Animal Control	1,119,756	1,119,756
Emergency Operations	180,274	180,274
Board of Public Works	1,400	1,400
Drain Tax at Large	123,212	123,212
Health Department	7,224,462	7,224,462
Medical Examiner	225,392	225,392
Substance Abuse	650,692	650,692
Community Mental Health	1,699,180	1,699,180
Family Independence Agency	1,128,418	1,128,418
Tri-County Aging	64,941	64,941
Veterans Affairs	332,533	332,533
Cooperative Extension	748,583	748,583
Parks and Recreation	1,659,272	1,659,272
Contingency Reserves	63,380	63,380

Capital Area Rail Council	2,350		2,350
Capital Improvements	1,810,696		1,810,696
Total General Fund Expenditures	64,473,033	0	64,473,033

Non-General Fund Adjustments

Public Improvement F245	Transfer excess funds from Annex Roof project to cover shortfall in Galvanized Strut Replacement - Courthouse/Hilliard Building project (\$7,090). Transfer funds available in Exterior Masonry Restoration project at Jail (this project now funded through bond issue per Resolution 02-231) to reserve funds for anticipated repair of the roof at the Grady Porter Building (\$153,085).
MIS F636	Increase budget to replace one CPU. (\$1,177)
Drain Revolving F639	Transfer funds from Hydra Hoe project to Low Boy Trailer project. The Hydra Hoe is budgeted in 2002, but will not be purchased this year. (\$28,875)
Equipment Revolving F664	Increase equipment replacement budget for laptop replacement (\$2,074) and PC replacement (\$1,318) for Sheriff, Circuit Court PC replacement (\$1,318), 16 replacement PCs for Circuit Court - Family Division (\$17,622), Veterans Affairs PC replacement (\$1,280), purchase of a network printer (\$1,400) and replacement of a CPU (\$1,275) for Facilities, and to cover shortfall for replacement truck for Jail Maintenance (\$3,450)

2002 CONTINGENCY

Adopted Contingency Amount	\$600,000
R01-345: Homelessness Prevention Grant	(\$10,000)
R01-384: Prosecuting Attorney Reorganization (Intake Coordinator)	(\$3,578)
R02-28: Budget Reduction Amendment	(\$300,000)
R02-029: Video Cameras for Holding Cells	(\$14,110)
R02-98: Complete Hawk Island Park	(\$24,000)
R02-121: Inmate Pay for Stay System	(\$22,510)
R02-143: FIA Shortfall	(\$150,000)
R02-177: Lifeguards	(\$20,000)
R02-186: FIA Shortfall	(\$26,000)
R02-232: Law Enforcement Block Grant Match	(\$3,000)
Current Contingency Amount	\$26,802

MEMORANDUM

September 24, 2002

TO: Administrative Services/Personnel Committee
Finance Committee

FROM: Jerry Ambrose

RE: Construction Projects and County Policies

Commissioner DeLeon has requested that the committee review county policies regarding construction projects. It has been suggested that consideration be given to strengthening these policies to assure that there is compliance with prevailing wage requirements as well as OSHA and MISOHA requirements, and that workforce diversity be encouraged.

Attached for discussion purposes is Commissioner DeLeon's request. Also, attached is a copy of the county's current policy requiring payment of prevailing wages and the county's Equal Opportunity policy; a copy of selected contract provisions with contractors mandating compliance with prevailing wage requirements, as well as Equal Opportunity and OSHA/MIOSHA statutes; and a copy of the Purchasing Department's General Terms and Conditions which outlines these expectations to potential bidders. Also attached are two sets of specific proposals for consideration.

Please contact me if you have any questions.

GWA/njh

Attachments

Attachments

1. Resolution #92-71, as amended by Resolutions #96-164 and #00-084 - Current policy requiring payment of prevailing wages.
2. Resolution #78-170 - Policy on Equal Opportunity and Non-Discrimination.
3. Selected provisions in contracts which mandate compliance with prevailing wage requirements, Equal Opportunity laws and county policy, and OSHA/MIOSHA requirements.
4. Purchasing Department's General Terms and Conditions which outlines these expectations to potential bidders.
5. Issues/Areas of Concern Related to County's Prevailing Wage Policy (Commissioner DeLeon).
6. Specific Proposals for consideration.

Attachment 1.

INGHAM COUNTY BOARD OF COMMISSIONERS

COMBINED RESOLUTIONS REQUIRING PAYMENT OF PREVAILING WAGE
(RESOLUTION # 92-71 AS AMENDED BY RESOLUTIONS # 96-164 AND #00-084)

WHEREAS, the Board of Commissioners believes that it is in the best interest of the people of Ingham County that any construction work performed for Ingham County should be done by contractors and subcontractors, who agree to pay prevailing wages; and

WHEREAS, Resolution #92-171, as amended by Resolutions #96-164 and #00-084, serves as the county's policy regarding the payment of prevailing wage rates for certain construction work on county projects; and

WHEREAS, it is the county's intent to provide for a consistent and uniform implementation of its policy requiring payment of prevailing wage rates when contractors or subcontractors, etc., seek to work on county construction projects; and

WHEREAS, the purpose of this policy is to require compliance with prevailing wage guidelines as set forth by the Ingham County Board of Commissioners, and to provide for enforcement and sanctions or penalties in the event of non-compliance by contractors, subcontractors, etc.; and

WHEREAS, this resolution incorporates the previous adopted and amended prevailing wage resolutions into one united policy to ensure the County's prevailing wage policy is being adhered to for construction projects for the County.

THEREFORE BE IT RESOLVED THAT:

1. Every construction contract exceeding \$10,000 entered into by the Ingham County Board of Commissioners (hereinafter referred to as "Board") shall contain the following terms:
 - (a) The rates of wages, including fringe benefits, paid to each construction mechanic employed by the contractor or subcontractor at all tiers, who furnishes labor on the project which is the subject of this contract, shall be not less than the prevailing wages, including fringe benefits, for such labor by using the wage guidelines promulgated by the United States Secretary of Labor pursuant to the Federal Davis-Bacon Act.
 - (b) The contractor and any subcontractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, national origin, ancestry, height, weight, citizenship, sex, age, or disability during the terms of this contract as required by State and/or Federal law.
2. Every contract executed between the Board or its contracting agent and a successful bidder as Contractor, entered into pursuant to an advertisement and/or invitation to bid for any Ingham

County project, which requires or involves the employment of construction mechanics, shall contain a wage and fringe benefit schedule as provided for by the Michigan Department of Labor, Wage and Hour Division, for each class of construction mechanic.

3. Every contractor and subcontractor shall keep posted on the construction site in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in the contract and shall keep accurate records showing the name and occupation of, and actual wages and benefits paid to, each construction mechanic employed by that contractor or subcontractor in connection with the contract.
 - (a) Contractor or subcontractor at any tier shall, upon request of the County or its contracting agent provide certified payrolls on U.S. Department of Labor form WH347 or facsimile for all hours worked.
 - (b) In addition to providing certified payrolls on U.S. Department of Labor form WH347 or facsimile for all hours worked when requested, the contractor or subcontractor at any tier shall be required to collect and submit this information in a regular reporting format as determined by the Board of Commissioners, or its agents. Non-compliance with this section shall be deemed a violation of the contractual agreement(s). The county through its agendas shall be responsible for monitoring compliance by such means as it deems appropriate.
 - (c) The county may apply sanctions or penalties consistent with, but not to exceed those sanctions or penalties which may be imposed by the federal government for similar violations, for any contractor or sub-contractor at any tier who fails to comply with the provisions of subsection 3.(b), or who, upon examination, is found to be non-compliant with the requirements of this resolution, as determined by the Board of Commissioners or its agents, and therefore in breach of contract. Such sanctions or penalties shall commence from day one of the violation of this resolution.
4. Any construction mechanic of a contractor under contract with the Board or its contracting agent or a construction mechanic of a subcontractor at all tiers, or any bona fide organization representing construction mechanics may file a written complaint with the Board or its contracting agent, if any challenging the compliance by a contractor or subcontractor with any of the terms noted above. The Board or its contracting agent shall then conduct an investigation to determine whether it will proceed as in paragraph 6 and/or 7 below.
5. If a contractor or subcontractor at any tier violates or has breached any term set forth above, the Board or its contracting agent, if any, shall proceed to enforce that term in accordance with the contract and/or by seeking any remedy authorized by law, including rescission of the contract.
6. Any contractor or subcontractor upon being notified that it is in violation of paragraph 4 and that an amount is due, shall have thirty (30) days to pay the deficiency by paying the employee or employees the amounts due. If the person, firm, a corporation, or business entity fails to pay within the thirty (30) day period shall be subject to the following penalties:
 - (a) Payment of all wages and fringe benefits, plus interest at 2% per month on those wages and fringe benefits due the employee;

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- (b) The cost to the county shall be calculated using the hourly wage and fringe benefits' costs of the county employee involved in the enforcement of this policy plus any other costs incurred by the County; and
- (c) The prohibition from bidding on any contract involving the county for a period of three (3) years if the violation is repeated after the contractor is formally notified.

This provision shall be inserted in all bid documents requiring prevailing wages.

7. As used herein:

- (a) "Contracting Agent" means any officer, commission, department, agency, or organization authorized to enter into a construction contract by or on behalf of the Board of Commissioners.
- (b) "Contract" means any agreement as a result of competitive bids or otherwise for new construction, alteration, repair, installation, painting, decorating, completion, demolition, conditioning, reconditioning or improvement of buildings or works, which is to be performed for Ingham County. It does not include repair or service of equipment or machinery already installed.
- (c) "Construction Mechanic" means any skilled or unskilled mechanic, laborer, worker, helper assistant, apprentice or driver, but shall not include any Ingham County employees, including but not limited to executive, administrative, TOPS, professional or office employees.
- (d) "Apprentice" means any person who is registered with a bona fide apprentice program recognized by the U.S. Department of Labor, Bureau of Apprenticeship and Training and shall only be used in ratio as prevailing for the area.

8. Contracts which contain provisions requiring the payment of prevailing wages as determined by the United States Secretary of Labor pursuant to the Federal Davis-Bacon Act (United States Code 40 Section 276a, et seq.) Or which contains provisions requiring the payment of prevailing wages as determined by the Michigan Department of Labor pursuant to 1965, PA 166, as amended, being MCLA 408.551, et seq., are exempt from the provisions of this resolution.

Attachment 2.

Resolution No. 78-170
June 13, 1978

Agenda Item 36
Date Received

INGHAM COUNTY, MICHIGAN

A RESOLUTION TO SUPPLEMENT, AMEND AND RESTATE ITS POLICIES ON EQUAL OPPORTUNITY AND NON-DISCRIMINATION BY THE COUNTY OF INGHAM

Introduced by Personnel and Human Resources Committees

WHEREAS, Ingham County has made a commitment to equal opportunity to all persons; and

WHEREAS, the Board of Commissioners has adopted an affirmative action plan to assure equal employment opportunities (Resolution 77-338) and Resolution 77-16 requiring that the public monies of Ingham County be deposited in depositories complying with the County Equal Opportunity Policy and certifying to their non-discriminatory lending practices; and

WHEREAS, the Board of Commissioners has established an equal opportunity committee (Resolution 73-273 as amended by Resolution 77-197) charge with, inter alia, advising the Board of Commissioners on matters, which will insure equal opportunity for all residents of the County, and verifying that all possible purchasing is done from equal opportunity employers; and

WHEREAS, it is advisable to amend, supplement and restate the policy of the County of Ingham regarding equal opportunity and non-discrimination.

THEREFORE BE IT RESOLVED, that it is the policy of the County of Ingham to provide equal opportunity in its employment on the basis of merit and fitness and without discrimination because of race, color, religion, sex, national origin, handicap, height, weight, marital status, age, political affiliation, sexual preference or affectional orientation (except where age, sex, or lack of handicap constitute a bona fide occupational qualification); and that the wording in the affirmative action plan be amended where appropriate, with said policy becoming part of the County's equal opportunity policy.

BE IT FURTHER RESOLVED, that it is the policy of the County of Ingham in providing services, both direct and indirect, to do so without discrimination because of race, color, religion, sex, national origin, handicap, height, weight, marital status, age, political affiliation, sexual preference or affectional orientation.

BE IT FURTHER RESOLVED, that it is the policy of the County of Ingham to do all possible purchasing and contracting with equal opportunity employers and parties that comply with the spirit of the County's equal opportunity policies.

Attachment 3.

Selected Contract Provisions: The following are contract provisions found in county contracts:

Protection of Persons and Property.

1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the services it is to render under this Agreement.
2. The contractor shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
 1. All its and the County's employees at the Work Site and all other persons whom may be affected thereby.
 2. All materials and equipment to be incorporated into the Project, whether in storage on or off the Work Site, under the care, custody or control of the Contractor or any of its subcontractors or sub-subcontractors.
 3. Other property at the Work Site or adjacent thereto, including but not limited to all interior and exterior fixtures and furnishings of the Work Site, trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of the Project.
3. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules and regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
4. The Contractor shall erect and maintain, as required by existing conditions and progress of the Project, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.
5. The Contractor shall promptly remedy all injury, damage or loss to any property caused in whole or in part by the Contractor, any subcontractor, any sub-subcontractor or anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under subsection B of this section. The foregoing obligations of the Contractor are in addition to its obligations under the TWELFTH section of this Agreement.

Compliance with the Law.

- A. In performing its responsibilities under this Agreement, the Contractor shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations.
- B. The Contractor shall comply with all applicable codes and obtain all required permits for the work to be performed under this Agreement.

- C. The Contractor shall comply with the Michigan Occupational Safety and Health Act, 1974 PA 154, as amended, (hereinafter referred to as "OSHA") and regulations promulgated pursuant thereto including but not limited to those pertaining to confined entries. If during the progress of the Project, it is discovered that the Contractor has failed to comply with OSHA, its regulations, or other applicable Federal, State or local laws, ordinances and regulations, the Contractor shall take such steps as necessary to comply, at no additional cost to the County.
- D. The Contractor and all its subcontractors and sub-subcontractors shall adhere to all Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination in regard to employees and applicants for employment including, but not limited to, the following:
- S The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
 - S The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
 - S Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat 355, as amended, and rules adopted thereunder.
 - S The Americans with Disabilities Act of 1990, PL 101-336, 104 Stat 327 (42 USCA § 12101 et seq.), as amended, and regulations promulgated thereunder.

The Contractor, its subcontractors and sub-subcontractors, as required by law and/or the County's Equal Opportunity/Affirmative Action Policy, shall not discriminate against 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 preference or affectional 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. Breach of this subsection shall be regarded as a material breach of this Agreement, and in the event the Contractor, his subcontractors and sub-subcontractors are found not to be in compliance with this subsection, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Michigan. The County and the Contractor agree that the venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

Independent Contractor and Payment of Prevailing Wage.

- S It is expressly understood and agreed that the Contractor, its subcontractors and sub-subcontractors, are independent contractors. The employees, servants, agents and assigns of the Contractor, its subcontractors or sub-subcontractors shall in no way be deemed to be

and shall not hold themselves out as employees, servants or agents of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity. The Contractor, its subcontractors and sub-subcontractors shall be responsible for paying all salaries, wages and other compensation which may be due their employees or agents for performing services under this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes, to the proper Federal, State and local governments.

- S** The direction and supervision of the working forces, including subcontractors, rests exclusively with the Contractor. The County shall not issue any instructions to, or otherwise interfere with the same.

- S** The Contractor and all its subcontractors and sub-subcontractors shall comply with the County's policy on payment of prevailing wages as set forth in the Ingham County Board of Commissioners' Resolution No. 92-171 as amended by Resolution No. 96-164 and Resolution No. 00-084. These three resolutions are incorporated by reference into this Agreement. Copies of Resolution No. 92-171, Resolution No. 96-164 and Resolution No. 00-084 are attached to this Agreement as Exhibit A. The Contractor and all its subcontractors and sub-subcontractors shall cooperate fully with the County's Prevailing Wage Consultant Michigan Fair Contracting Center in determining compliance with the County's policy on payment of prevailing wages. Such cooperation shall include, but not be limited to, access to all the Contractor's and its subcontractors' and sub-subcontractors' payroll records. Breach of this section shall be a material breach of this Agreement.

Attachment 4.

Ingham County Purchasing Department

GENERAL TERMS & CONDITIONS

REGISTERING AS A VENDOR WITH INGHAM COUNTY

You may register at this web site under "Vendor Registration" or you may call (517) 676-7222 and request that a Vendor Handbook be mailed to you.

Please note that the Ingham County Purchasing Department is considering phasing out mailings of RFP/ITB notifications by the beginning of 2004.

The County requires all contractors doing business with Ingham County to sign and to submit the County's Equal Opportunity/Affirmative Action (EO/AA) Affidavit. Other policy statements of EO/AA provided by the contractor will not be accepted. The County will not do business with any contractor who has not signed the EO/AA statement.

ADDITIONAL INFORMATION REQUESTED

Please indicate if your firm has been cited and/or fined within the last five (5) years by any Federal, State or Local regulatory agency. If so, please provide the following information:

- A. Date;
- B. Identity of the agency issuing the citation or fine;
- C. Description of the violation; and,
- D. Final rulings of agency

NONDISCRIMINATION CLAUSE

The vendor who is selected as a contractor, as required by law, shall not discriminate against 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 preference, disability, height, weight, or marital status.

The vendor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, 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, P.L. 93-112, 87 Stat. 394, as amended, and regulations promulgated thereunder.

D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USCA § 12101 et seq.), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as material breach of the agreement.

INDEMNIFICATION AND HOLD HARMLESS

The vendor who is selected as the contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless the County of Ingham and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the County of Ingham and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the contractor or its employees, servants, agents or subcontractors that may arise out of the agreement.

The contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs, and expenses which are paid out in behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the contractor.

INSURANCE

The vendor shall purchase and maintain insurance not less than the limits set forth below. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan and with insurance carriers acceptable to Ingham County that have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

A. Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Michigan.

B. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (A) contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability endorsement or equivalent.

C. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

D. Additional Insured - Commercial General Liability Insurance, as described above shall include an endorsement stating the following shall be "Additional Insureds"; The County of Ingham, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

E. Cancellation Notice - All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: The Ingham County Purchasing Department, P.O. Box 319, Mason, Michigan 48854."

F. Proof of Insurance - The vendor shall provide to the County of Ingham at the time the contracts are returned by it for execution, two (2) copies of certificate of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.

RIGHT OF REJECTION

The County reserves the right to reject any or all bids/proposals, to waive informalities or irregularities in bids/proposals, and/or to negotiate separately the terms and conditions of all or any part of the bids/proposals as determined to be in the County's best interests at its sole discretion.

STANDARD FORMS

Any preprinted contract form's the vendor proposes to be included as part of the contract resulting from a bid/proposal must be submitted as part of the bid/proposal. Any standard contract provisions not submitted as part of the bid/proposal and subsequently presented for inclusion may be rejected. The County reserves the right to accept or reject in whole or in part any form contract submitted by a vendor and/or to require that amendments be made thereto, or that an agreement drafted by the County be utilized.

ADVICE OF OMISSION OR MISSTATEMENT

In the event it is evident to a vendor responding to an RFP/ITB that the County has omitted or misstated a material requirement to an RFP/ITB and/or the services required by an RFP/ITB, the responding vendor shall advise the Purchasing Department at (517) 676-7222 of such omission or misstatement.

COST OF PREPARATION

The County will not pay any costs incurred in the bid/proposal preparation, printing or demonstration process. All costs shall be borne by the vendors.

NOTIFICATION OF WITHDRAWAL OF BID

Bids/proposals may be modified or withdrawn prior to the date and time specified for bid/proposal submission with a formal written notice by an authorized representative of the vendors. Bids/proposals submitted will become the property of the County after the bid submission deadline.

APPLICATION LAW AND VENUE

This agreement resulting from an RFP/ITB shall be construed according to the laws of the State of Michigan. The County and vendors agree that the venue for any legal action under this agreement shall be the County of Ingham, State of Michigan.

COMPLIANCE WITH THE LAW

Vendors shall render the services to be provided pursuant to this agreement in compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations.

RIGHTS TO PERTINENT MATERIALS

All responses, inquires, and correspondence relating to an RFP/ITB and all reports, charts, displays, schedules, exhibits and other documentation produced by the vendors that are submitted as part of the bid/proposal shall become the property of the County after the bid/proposal submission deadline.

CONFIDENTIALITY OF DOCUMENTS

Submitted responses to an RFP/ITB shall be deemed confidential during the evaluation process. Vendor's proposal will not be available for review by anyone other than the County evaluation team or its designated agents within the limits of the County's public disclosure requirements.

PRE-OPENING INQUIRES/RESPONSE

Any explanation desired by a prospective vendor regarding the meaning or interpretation of a RFP/ITB and attachments must be requested in writing and may be either mailed or faxed to (517) 676-7230. All responses shall be in writing and shall be furnished to all prospective vendors as an amendment to the RFP/ITB. Receipt of all amendments shall be acknowledged upon the bid/proposal by attachment (s) at the time of the submission of the bid/proposal. All amendments shall be signed and dated by the vendor. No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a bidder shall be binding.

TAXES

Ingham County does not pay Federal excise and State sales taxes. Our tax exemption number is 38-6005629 and is also stipulated on all our Purchase Orders.

BOND REQUIREMENTS

Any proposal that is in excess of \$50,000.00, if awarded will be required to provide 100 percent of the contract amount coverage in Performance Bond and Payment Bond as required by Public Act 1963, #213. Bond must be with surety companies satisfactory to Ingham County and who are listed in the Federal Register as published by the U.S. Department of Treasury under the most recently revised Circular 570. In addition, each surety company shall be admitted and licensed to do business in the State of Michigan by the Michigan Department of Consumer and Industry Services, Business of Insurance and have a minimum A.M. Best Company's Insurance Report Rating of A or A- (Excellent).

PREVAILING WAGE

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 RFP/ITB.

A. The awarded Contractor is required to submit weekly Certified Payrolls and weekly Work Schedules for all periods worked on said project to the Purchasing Department, 121 E. Maple St., Mason, MI 48854, Attention: James Hudgins, Director of Purchasing;

B. It is the responsibility of the awarded Contractor to notify their subcontractors that said project requires the payment of prevailing wages;

C. It is the responsibility of the awarded Contractor to supply their subcontractors with the prevailing wage rate schedule that is included in the bid/proposal solicitation;

D. Prevailing wage compliance will be monitored by the Ingham County Purchasing Department and Michigan Fair Contracting Center (MFCC);

E. 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; and,

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H. The awarded Contractors shall maintain the ratio of Journeymen to Apprentice workers according to the Bureau of Apprentice Training (BAT), as approved by the Department of Labor. The ratio will be monitored through worker interviews. Workers may be asked to provide their Apprentice or Journeymen cards to verify their status.

Jim Hudgins
Director of Purchasing
Ingham County, Michigan
(517) 676-7309

Attachment 5.

Issues/Areas of Concern Related to County's Prevailing Wage Policy

In addition to my previous concerns related to Prevailing Wage and OSHA/MIOSHA violations and workforce diversity, I am forwarding the following and requesting a resolution be prepared to address each of the issues for the next Administrative Services\Personnel Committee meeting.

1. What date does the County use to determine/establish prevailing wage rates for the year? I am of the understanding that there is currently a 12-month delay from the time it is changed at the local level to the time it is processed at the Federal level. Based on conversations with the state, they are anticipating longer delays because of the early retirements. I want to establish an implementation date of no longer than 90 days after the local process is completed. I would like the adjustment to be made annually based on the same paperwork (total wage package) that the collective bargaining units submit to the state. This generally happens in June/July of each year. It should also be the locals' responsibility to submit that information to the County on an annual basis.

2. Part of the "scam" by "unscrupulous" contractors is saying that they will comply with one thing and do another by finding ways around it that is not easily and readily detected. In an effort to protect the County from contractors who may fall under this category, it will be necessary to develop language to require certain verifications be included with bid submissions as well as ongoing monitoring as necessary, such as:
 - Provide verification of state approved apprenticeship program and their standards, such at BAT, which includes adhering to the BAT apprenticeship ratio; certify that they will follow and use the attached Check-List of Apprenticeship Fundamentals and will also provide academic level verifications of the apprentices working on the job;
 - Provide verifications of and standards for their safety program;
 - Provide a list of all subcontractors;
 - (Initial request) Provide verification of their status regarding OSHA/MIOSHA and Prevailing Wage violations from appropriate monitoring agency for prior three years.

- C. Equal Opportunity/Minority Representation: *(Language to be inserted based on information from City of Lansing, Human Relations Department. See attachments as noted.)* I like their contract language and would like our contracts to reflect the same, with "sexual orientation" added. Also, include language that requires each contractor to submit to the Controller/agent information regarding number of employees, race, wage rates including a breakdown of all fringe benefits rates of its employees covered by this policy in such a manner as requested by that office - at a minimum on a quarterly basis.

- D. More closely monitor jobs to ensure an employee can safely and confidentially report any violations with assurances of no ramifications. In addition to requiring copies of certified payrolls, include a detailed breakdown of fringe benefits rates, and requests copies of randomly selected pay stubs. (Who is our monitoring agent?)

- E. Develop language that requires each contract covered by this policy to require compliance with this policy. Each such contract shall provide that willful or repeated violation of this policy will entitle the County to void or terminate the contract and shall result in disbarment from further Ingham County contracts for a ten (10) year period. Some of this language could be included in the contract itself.
- Include that every contractor shall post in conspicuous places on all job sites subject to this policy a detailed copy of the current prevailing wage rates including a breakdown of all benefits as required under this policy. The County shall notify contractors of the prevailing wage rate and any adjustment thereto within five (5) days of such adjustment. Contract bids should reflect/consider/include these anticipated annual changes.
 - Include that a violation of this provision shall be considered a material breach of contract. Contractors who are found to be in violation of this provision shall be required to pay each affected employee the amount of deficiency for each day the violation occurs. In addition, the Contractor shall be required to also pay the County the amount of \$1,000.00 (or __ percentage of the contract, whichever is greater?) per affected employee for each day the violation occurs beginning with the third day after the contractor receives notification of the violation. The County shall withhold from payments, to the employer such amounts as are necessary to effectuate the payments or penalties provided in this paragraph. The City of Lansing reflects that “the successful bidder may be charged with a misdemeanor if it fails to pay the deficiency to the employees within 30 days from the date of the notice of the deficiency.” Let’s include this in the penalty area, as well.
 - Include that a contractor who is found to be in violation of this provision and is subsequently required to pay the \$1000.00 (or __ percentage of the contract?) penalty provided above for more than three (3) incidents within a two (2) year period that the contract can be voided or terminated at anytime by the County and shall be barred from bidding on or entering into any contracts with the County for a period of ten (10) years from the date of the last violation. An incident for purposes of this paragraph means one payroll, payday or date of payments, regardless of the number of employees affected by each incident. This provision shall not apply where a court of competent jurisdiction overturns such a penalty.
 - Include language to the effect that anyone with knowledge of a violation of this policy may file a complaint with the County Controller, who shall have thirty (30) days to investigate and remedy the complaint. If the complaint is not resolved to the complainant’s satisfaction within the thirty (30) day period, the complainant or his/her representative may bring forward his/her complaint to the Administrative Services\ Personnel Committee of the Ingham County Board of Commissioners. The Committee shall forward its recommendation on the matter to the Board of Commissioners for final resolution.
 - Include that a contractor who is found to be in violation of this provision cannot terminate, relocate, reduce the compensation, wages, hours of work, fringe benefits, or leave available to the affected employee(s) or complainant(s) out of retaliation for filing a valid complaint.

Any action in violation of this Paragraph shall be deemed a violation of the policy and will count toward the above stated limits resulting in being barred from bidding on or entering into any contracts with the County for a period of ten (10) years from the date of the last violation. An incident of this nature for the purposes of this Paragraph means??????? (DO WE NEED A DEFINITION??).

6. Qualifications of bid changes - I would like language developed and included that would require contractors to rebid when there are such changes with a 24-48 hour turn around. I know this is doable and can expect to save the County some significant costs in the long run. If bids come in way too high and/or over budget, either all or the lowest three could rebid the project. This could provide further protections for the County to prevent unnecessary and excessive costs. This could be a process used to find out what a contractor can *really* do the job for, if they really want it.

206.17**LANSING CODE****206.17. Unauthorized purchases.**

Except as otherwise provided in this chapter, no City officer, employee or official shall order or enter into the purchase of supplies, services or construction items other than through the Director and according to the procedure specified in this chapter. Any purchase or contract made contrary to the provisions of this chapter shall not be approved by City officials and the City shall not be bound thereby.
(Ord. No 796, 3-8-89)

206.18. Prevailing wage and benefit standards prescribed.

(a) No contract, agreement or other arrangement for construction on behalf of the City and involving mechanics and laborers, including truck drivers of the contractor and/or subcontractors, employed directly upon the site of the work, shall be approved or executed by the City unless the contractor and his or her subcontractors furnish proof and agree that such mechanics and laborers so employed shall receive at least the prevailing wages and fringe benefits for corresponding classes of mechanics and laborers, as determined by statistics compiled by the United States Department of Labor and related to the Greater Lansing area by such Department.

(b) Any person, firm, corporation or business entity, upon being notified that it is in violation of this section and that an amount is due to his, her or its employees, shall have thirty days from the date of the notice to pay the deficiency by paying such employee or employees, whichever is appropriate, the amount due. If the person, firm, corporation or business entity fails to pay within the thirty-day period, he, she or it shall be subject to the penalty provided in Section 206.99.

(c) The provisions of this section shall be inserted in all bid documents requiring the payment of prevailing wages.

(d) The enforcement agency for this section shall be as determined by the Mayor.
(Ord. No. 855, 8-31-92)

206.19 Posting of prevailing wage rates.

The Human Relations and Community Services Department shall be responsible for the posting of prevailing wage rates at the time contracts, agreements and other arrangements, stipulating the performance of services for and on behalf of the City, are advertised for bid.

(Ord. No. 796, 9-6-89)

206.20. Nondiscrimination clause in city contracts.

All contracting agencies of the City, or any department thereof, shall include in all contracts hereafter negotiated or renegotiated by them, for and on behalf of the City, a provision obligating the contractor or employer not to discriminate against any qualified employee or qualified applicant for employment with respect to hire, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of age, race, color, religion, national origin, sex, height, weight, handicap, marital status or political orientation, and shall require such contractor or employer to include a similar provision in all subcontracts.

(Ord. No. 796, 3-6-89)

206.21. Adherence to equal opportunity policy by contractors and employers; responsibility of Mayor.

All contractors and employers who have provided goods and/or services to the City totaling five thousand dollars (\$5,000) or more in any calendar year must adhere to the principles and policies of equal opportunity as mandated by the City affirmative action plan, as amended, copies of which are on file with the City Clerk and available from such officer, at cost. The Mayor or a designee shall monitor compliance with this section. Failure to comply with this section or to cooperate in all respects with the Director of Human Relations and Community Services, who shall be the contract compliance authority, may preclude the contractors or employers from conducting further business with the City.

(Ord. No. 588, 3-2-81)

deficiency. The successful Bidder may be charged with a misdemeanor if it fails to pay the deficiency to the employees within 30 days from the date of the notice of the deficiency. If the successful Bidder is found guilty, the successful Bidder shall:

1. Pay all wages and fringe benefits plus interest at 2% per month;
2. Pay the cost of collection by the City and;
3. The successful bidder shall be prohibited from bidding on or performing work as a subcontractor on or being awarded any contracts for the City for three (3) years from the date the successful bidder is found guilty.

b. For the projects which are completely funded by local funds, the Minimum rates of pay are set forth for the City of Lansing, County of Ingham, State of Michigan by the U. S. Department of Labor. Copies are available from the City of Lansing Human Relations Department. The City requires submission of weekly payrolls from contractors to verify compliance with federal, state and local Equal Opportunity Employment and affirmative action requirements, and prevailing wage rates. Resolution of any disputes regarding work classifications on projects completely funded by local funds will be the responsibility of the Human Relations Director. All parties to the dispute will be given ample opportunity to present their evidence. Requests for additional work classifications proposed to be used by the contractor, and which are not included in the U. S. Department of Labor wage determination utilized by the project will be submitted to the Human Relations Department prior to the start of construction. It is therefore the responsibility of Bidders to inform themselves as to the local labor conditions such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates and work classifications.

c. Projects which are funded in whole or in part by federal funds shall be subject to the Davis-Bacon Act and U. S. Department of Labor area wage determinations, the rates of pay set forth under GENERAL CONDITIONS, are the minimum to be paid during the term of the Contract. It is therefore the responsibility of Bidders to inform themselves as to the local labor conditions such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates and work classifications.

d. Failure on the part of the successful Bidder to comply with any provisions of this agreement shall be deemed a material breach of this contract.

17. EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated on any illegal basis including race, color, religion, sex, or national origin as required by the **City of Lansing's** Ordinance Section 206.21 (see Equal Opportunity Provisions).

MBE/WBE/HBE and LOCAL PARTICIPATION

It is the desire of the City to have increased participation by minority owned business enterprises (MBE), women owned business enterprises (WBE), and handicapper owner business enterprises (HBE) firms as well as City residents in the City's construction projects. In order to fulfill this desire, the City requests that vendors comply with several voluntary goals:

- 25% of total project hours performed by City residents
- 15% of subcontracted work performed by local subcontractors
- 19.03% workforce minority
- 17.51% workforce female

In order to achieve these goals, the City requests that the bidders of our construction projects participate in the following activities as well as any other activities the bidders feel will be of assistance in achieving these goals:

- Advertise regarding the timing and content of the projects.
- Advertise in local newspapers, trade publications and submit bid notices to MBE/WBE/HBE and local firms.
- Promote local piping, concrete, paving material and related suppliers.
- Hold informational meetings with local subcontractors regarding bonding and insurance requirements.
- Pre-qualify local subcontractors and suppliers.
- Encourage all bidding contractors to maximize their local participation.
- Cooperate with the City Human Relations Department and the City's recruiter in locating firms who can qualify as subcontractor for the City's construction projects.

The City will have the following resources and/or programs available to assist the bidders in complying with these goals:

- A list of firms and agencies for mailing and advertisement.
- Human Relations and the City Recruiter will have available applications/inquiries by City residents to work on the projects.
- Formulate informational meetings for City residents and MBE/WBE/HBE firms to attend in order to communicate directly with bidders' staff and submit applications to the bidder's firms.

As part of your bid, you must submit specific project plans to meet the goals listed above. In addition, local utilization of subcontractors, suppliers and employees will be evaluated based on "good faith" efforts to solicit and award contracts to such firms/employees. These "good faith" efforts will be monitored by the City's Human Relations and Community Services Department.

Affirmative Action Plan as amended, which states (Affirmative Action Plan for Non-Federally Funded Efforts Part III(3):

It is the responsibility of each contractor who falls within the terms of the Paragraph #1 to develop goals and objectives for the effective utilization and employment of minorities and women

CONSTRUCTION CONTRACT / PROPOSAL - 7

REVISION 009

2002 SIDEWALK REPAIR "C"

January 23, 2002

establish realistic timetables for achieving goals and objectives; and develop a system to measure and evaluate the equal opportunity progress.

and PART III (8) which states:

An intensive effort will be initiated to bring minority entrepreneurs into the bidding process.

As part of this proposal, the bidder must submit specific project plans to meet these goals.

These plans will be evaluated on the bidder's "good faith" efforts to have a work force goal for minorities of a minimum of 19.03% and a female goal of 17.51%.

In addition, plans for WBE, MBE and HBE participation will be evaluated based on "good faith" efforts to solicit and award contracts to such firms, and will be monitored by the City's Human Relations and Community Services Department.

Documentation of efforts identified above will be required of the awarded contractor, and are to include their subcontractors.

The City also recognizes that there are local individuals and firms well qualified to participate to a significant degree in our construction projects and their involvement is encouraged by the City of Lansing as being in the overall best interests of these projects.

18. DEFAULT TO CITY

It is understood that any Bidder who is in default to the City at the time of opening of the Bid shall have the Bid declared null and void.

19. SIGNATURES

All bids, notifications, claims and statements must be signed as follows:

- a. Corporations: Signatures of official shall be accompanied by a certified copy of the resolution of the Board of Directors authorizing the individual signing to bind the corporation. Each signature must be witnessed and notarized.
- b. Partnerships: Signatures of one partner shall be accompanied by a certified copy of the Power of Attorney authorizing signing to bind all partners. If bid is signed by all partners, no authorization is needed. Each signature must be witnessed and notarized.
- c. Individual: No authorization is needed, but signatures must be witnessed and notarized.
- d. All bidders prior to submission of their bids shall complete and sign the Bid Proposal form, Statement of Prevailing Wage and Fringe Benefit form, Non-collusion and Non-segregation Affidavit of

Attachment 6.

Specific Proposals for Consideration

A. Consideration of these amendments to the Ingham County Prevailing Wage policy has been proposed:

1) Add a new section 1b, renumbering existing 1b and 1c to 1c and 1d, to permit affiliates of the Lansing Building Trades to request that the collectively bargained wage rates and the value of associated fringe benefits be used in lieu of prevailing wages promulgated by the Secretary of Labor pursuant to the Federal Davis-Bacon Act.

2) Add a new section stating that the use of apprentices as defined herein shall be in accordance with all of the rules and guidelines of the bona fide apprentice programs as defined herein, including registration and working in ratio. Violation of this section shall be subject to the same penalties and remedies as provided for with regard to violation of the payment of prevailing wages.

3) Modify Section 6c to increase the number of years from 3 to 5.

4) Add a new sentence to Section 5 as follows: The County may withhold payments from the Contractor as are necessary to effectuate the payments or penalties as provided in this policy.

5) Add a new section stating that if a contractor or subcontractor is found to have retaliated in violation of federal or state law against an employee for filing a claim of non-payment of a prevailing wage rate, that contractor shall be prohibited from bidding on any contract involving the county for a period of 5 years from the date of such finding.

6) Modify the complaint process in Section 4 to provide that anyone with knowledge of a violation of this policy may file a written signed complaint with the County Controller, who shall have 30 days to investigate, and if appropriate, to take action under the terms of this policy, or as provided by law, to remedy the complaint. If the complaint is not resolved to the satisfaction of the complainant, the complainant may file a written signed complaint with the Ingham County Board of Commissioners. Such complaint shall be referred to the appropriate committee of the Board for review and recommendation.

B. Consideration of a policy encouraging increased participation of minority owned business enterprises (MBE), women owned business enterprises (WBE), handicapper owner business enterprises (HBE), and local firms has been proposed:

It is the desire of the County to have increased participation by minority owned business enterprises (MBE), women owned business enterprises (WBE), and handicapper owner business enterprises (HBE) firms as well as County residents in the County's construction projects.

Recognizing that there are local individuals and firms well qualified to participate to a significant degree in county construction projects, it is also the desire of the County that the involvement of local contractors be encouraged as being in the overall best interests of the county.

In order to fulfill this desire, the County requests that vendors comply with several voluntary goals:

- 25% of total project hours performed by County residents
- 15% of subcontracted work performed by local subcontractors
- 19.03% workforce minority
- 17.51% workforce female

In order to achieve these goals, the County requests that the bidders on County construction projects participate in the following activities as well as any other activities the bidders feel will be of assistance in achieving these goals:

- Advertise regarding the timing and content of the projects.
- Advertise in local newspapers, trade publications and submit bid notices to MBE/WBE/HBE and local firms.
- Promote local piping, concrete, paving material and related suppliers.
- Hold informational meetings with local subcontractors regarding bonding and insurance requirements.
- Pre-qualify local subcontractors and suppliers.
- Encourage all bidding contractors to maximize their local participation.
- Cooperate with the County Purchasing Department in locating firms who can qualify as subcontractor for the County's construction projects.

The County will endeavor to have the following resources and/or programs available to assist bidders in complying with these goals:

- A list of MBE/WBE/HBE and local firms and agencies for mailing and advertisement.
- Formulate informational meetings for County residents and MBE/WBE/HBE firms to attend in order to communicate directly with bidders' staff and submit applications to the bidder's firms.

Bidders for county construction projects estimated to exceed \$10,000 must submit information on their workforce, including subcontractors, in sufficient detail as to describe their workforce in comparison to these voluntary goals, and are encouraged to provide any specific actions they may have or will be taking to meet the voluntary goals listed above. Utilization of local subcontractors, suppliers and employees are encouraged, and bidders will be evaluated based on "good faith" efforts to solicit and award contracts to such firms/employees. These "good faith" efforts will be monitored by the County's Purchasing Department



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September 10, 2002

Ingham County Board of Commissioners
Ingham County Court House
Mason, MI 48854

Dear Board:

I had a recent conversation with one of your members in regards to the Ingham County Drain Commission. From my understanding, I am not the only local contractor that has had recent issues with delays caused by the ICDC.

The first issue arose when we applied for a soil erosion permit for our new residential development, Crossroads: Phase II, in Dansville. I waited several weeks to receive our soil erosion permit for this project. During that time I made several phone calls to the ICDC and left several messages, most of which were not returned, regarding the status of the application. I was assured that it was being taken care of when, in fact, the permit application was left unprocessed on someone's desk for two weeks.

The second problem occurred when we applied for a soil erosion permit for the fire restoration/addition of the American Flooring building in Holt. We had originally called an ICDC engineer for a cost of this permit and what was required for site approval when we were bidding an addition for American Flooring. We were told that we would simply be required to pay \$375 for a soil erosion permit. In the meantime, the existing building burned down and we called to make sure that there would be no new requirements or additional costs required by the ICDC. Again, the engineer was confident that a soil erosion permit costing \$375 would only be required. When we finally brought our completed permit application and check for \$375, the engineer would not accept it stating that a commercial drainage review would have to be conducted for \$750. We paid the \$750, the review was conducted, revisions to the site plan were made as a result of the

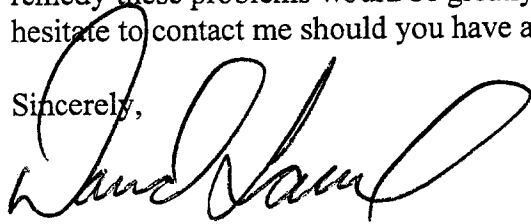
review, and a site plan approval was finally given by the ICDC. Approximately a month has passed and we have still not received our soil erosion permit. (A timeline of these events has been enclosed.)

Finally, we had presented the ICDC with a copy of a site plan for Calvary Baptist Church in Webberville where we would be constructing a 5000 sq. ft. addition. The ICDC was not sure if a permit would be required or if a review would have to be conducted. After about a week he finally told us that a commercial review would have to be conducted and a permit required. In the meantime, a few weeks have passed after we submitted the necessary paperwork and payments to the ICDC and we have still not received a permit. In fact, we recently contacted the ICDC only to be told that there are several projects in front of ours and it may take 6-8 weeks to receive a permit.

As you see from the above examples, it is a very difficult task to obtain any required permits from the Ingham County Drain Commission, even when all necessary information, paperwork and payment is submitted to them. It is frustrating for both our company and our customers to have a simple construction project delayed for several weeks because one particular permit cannot be obtained in a reasonable amount of time. In fact, the ICDC is the only agency that typically causes any delays to our projects. It is very common for other agencies, such as local/state building departments, to provide a building permit within one to two weeks. And, because the soil erosion permit is almost always required to receive the final building permit, construction must be delayed and valuable time is lost.

Again, thank you for your concern in these matters. And, any action on your part to help remedy these problems would be greatly appreciated. In the meantime, please do not hesitate to contact me should you have any further questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read "David Laux", written in a cursive style.

David Laux
Owner, Laux Construction

cc: All Commissioners

American Flooring

May 8, 2002: ICDC Engineer attends original site plan review committee meeting @
Delhi Township

Mid July, 2002: Contacted ICDC to find out what would be required to gain site approval and to inquire about permit costs for proposed addition—ICDC stated that only a standard soil erosion permit would be required costing \$375 and site plan as previously reviewed was acceptable

August 5, 2002: American Flooring building catches fire

Week of August 5, 2002: Contacted ICDC to make sure that permit costs and site requirements had not changed due to reconstruction of building because of fire—ICDC stated that since the change in earth was so minor that there would be no new requirements or costs imposed on project—Soil erosion permit for \$375 would only be required

August 13, 2002: Laux Construction brought site plan, completed soil erosion permit application and check for \$375 to ICDC. Engineer (same ICDC member that attended May 8 site plan meeting) looked at site plan and stated that he never saw the site plan and didn't remember/realize that there was "so much" to this project. ICDC engineer said that a permit could not be issued and an approval could not be granted. He stated that a commercial drainage review would have to be performed at an extra cost of \$750. After about a week, ICDC determined that a detention basin would need to be drawn on site plan for drainage approval. This would be a \$6,000 unexpected extra to the contract our customer had already signed

August 15, 2002: ICDC grants a partial soil erosion permit for demolition of existing structure only

August 26, 2002: Dropped off revised site plan to ICDC in time for review meeting. Asked ICDC engineer if revisions were sufficient for approval—stated that they were. I told him that I would need an approval in writing sent to Delhi Township and that they needed in their hands by that Friday to meet their deadline. Also requested that a copy of the approval be faxed to our office. He said that he was going on vacation the next day and would send it out that afternoon before he went on vacation.

August 28, 2002: Contacted Delhi to see if they had received a copy of the approval letter—they did not. Called ICDC to see if someone could look into file to see if letter was ever written—it was not.

August 29, 2002: Called ICDC to see if they could draft an approval letter and send it to Delhi—they completed it that day.

September 4, 2002: Called ICDC to see if permit was ready and if there was any more steps we needed to take to obtain permit (engineer was not available—left message).

September 5, 2002: Engineer did not return our call—called again. Engineer stated that permit would take about another week. This was because there was other projects in front of ours.

September 10, 2002: Soil erosion permit has still not been issued.

David David
David Constructors
