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VICE-CHAIRPERSON
VICTOR CELENTINO

VICE-CHAIRPERSON PRO-TEM
STEVE DOUGAN

FINANCE COMMITTEE
MARK GREBNER, CHAIR
TODD TENNIS
REBECCA BAHAR-COOK
ANDY SCHOR
DIANNE HOLMAN
STEVE DOUGAN

INGHAM COUNTY BOARD OF COMMISSIONERS

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

THE FINANCE COMMITTEE WILL MEET ON WEDNESDAY, FEBRUARY 17, 2010 AT 6:00 P.M., IN THE PERSONNEL CONFERENCE ROOM (D & E), HUMAN SERVICES BUILDING, 5303 S. CEDAR, LANSING.

Agenda

Call to Order

Approval of the [February 3, 2010](#) Minutes

Additions to the Agenda

Limited Public Comment

1. Sheriff's Office
 - a. Resolution to Authorize the Ingham County Sheriff's Office to Extend the Contract with [MDOC](#) to Rent 190 Beds to the Michigan Department of Corrections
 - b. Resolution to Accept the 2010 Michigan Commission on Law Enforcement Standards ([MCOLES](#)) Active Violence Incident Training Grant
2. Animal Control Department
 - a. Resolution for the Ingham County Animal Control Department to Accept a [Bequest](#) of \$10,000 for the Animal Care Fund
 - b. Resolution to Adopt an Ordinance Amending the Ingham County Animal Control [Ordinance](#) to Delete the Provision Prohibiting Barking Dogs
3. Financial Services – Discussion: Fund Balance Reporting and Governmental Fund Type Definitions
4. Heath Department
 - a. Resolution to Authorize the 2009 – 2010 Schedule A [Addendum](#) to the Blue Cross Blue Shield Administrative Services Agreement for Services to Ingham County Jail Inmates
 - b. Resolution to Authorize a Professional Services Agreement with a [Dentist](#) for Services at the Jail
 - c. Resolution Authorizing a Memorandum of Agreement and Acceptance of a Support Grant from the Corporation for National and Community Service for the Purpose of Supporting [Vista Project](#) Coordination and Member Professional Development
5. Board of Commissioners - Resolution Authorizing a Contract with [Fred D. Todd](#) to Provide Professional Services in the Search for a Controller/Administrator

6. Parks and Recreation Commission
 - a. Resolution Authorizing [Visitor Incentive](#) Programs at the Potter Park Zoo
 - b. Resolution Authorizing the Addition of Group Rates, School Pre-Pay Rates and Adjustment of the Senior Non-Resident [Rates for Potter Park](#) and the Potter Park Zoo
 - c. Resolution Authorizing a Contract with Kares Construction Company for the Construction of the New Potter Park Zoo [Eagle Owl Exhibit](#)
 - d. Resolution Authorizing a Fund Transfer to the Potter Park [Zoological Society](#)
 - e. Resolution Authorizing Staff to Develop and Implement a [Road Construction Strategy](#) for the Potter Park Zoo
7. Facilities Department - Resolution Authorizing Ingham County Facilities to Accept an Incentive Payment from [Consumers Energy](#) Business Solutions Program
8. Controller/Administrator's Office
 - a. Resolution to Approve the [Legacy Cost Agreements](#) between Ingham County and the Cities of East Lansing and Lansing and to Authorize an RFP for the Design of an Ingham County 911 Consolidated Dispatch Center Facility
 - b. Resolution to Implement [Long-Term Reductions](#) to Reduce the Ingham County Budget in 2010 and Future Years

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

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

FINANCE COMMITTEE
February 3, 2010
Minutes

Members Present: Mark Grebner, Todd Tennis, Rebecca Bahar-Cook, Andy Schor, Steve Dougan and Board Chairperson Debbie De Leon

Members Absent: Dianne Holman

Others Present: Matthew Myers, Teri Morton, Becky Bennett, Tony Lindsey, Rick Terrill, Willis Bennett, Susan Pigg, Ginger Kenney-Sweet, Thomas Larkins, Eric Schertzing, Christine Rook, Cindy LaFountain, Justin Spenski, Jason Bartley, Laura Bartley, Bert Hanson, Raymond Hansen, Mary Sabaj, Lisa McCormick, Randy Marwede, John Jacobs, Dean Sienko, Stuart Dunnings III, Joel Maatman, James G. Curry II, Raven Odom, Kirstyn Zdebski and Randy Bell

The meeting was called to order by Chairperson Grebner at 6:01 p.m. in the Personnel Conference Room “D & E” of the Human Services Building, 5303 S. Cedar Street, Lansing.

Approval of the January 20, 2010 Minutes

The January 20, 2010 Minutes were approved as submitted.

Additions to the Agenda

- 4a. Late – Communication Regarding the Furlough Policy

- 6. Substitution – Resolution Authorizing a Budget Adjustment to the 2010 Potter Park Zoo Capital Improvement Rhino Project

- 8a. Additional Information – Resolution to Amend the 2010 Ingham County Budget to Extend the 2010 Hiring Delay and to Implement a Hiring Freeze for Ingham County General Fund Positions

- 8b. Substitution – Resolution to Implement Long-Term Reductions to Reduce the Ingham County Budget in 2010 and Future Years

Limited Public Comment

Mr. Schertzing, Treasurer, stated that an issue has been raised related to refinancing existing long-term County debt. He indicated that an opportunity potentially exists on the Tollgate drain from approximately 10 years ago. In addition, for 2011 there is sewer work in the Grady Porter building that is being reviewed to see what cost savings can be had. He stated that he will provide the Committee with more information on the Grady Porter building.

Ms. LaFountain, MNA, expressed her support for Dr. Sienko’s comments.

Mr. Hansen, Ingham County Resident, stated that he does not support any reductions made to law enforcement.

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

1. Sheriff's Office
 - a. Resolution to Accept the 2010 Risk Avoidance Grant (RAP) from the Michigan Municipal Risk Management Authority (MMRMA) for \$15,000.00, for Purchasing Digital In-Car Cameras for the Ingham County Sheriff's Office Field Services Division
 - b. Resolution to Amend the Current Delhi Township Police Services Agreement

2. Circuit Court/Family Division
 - a. Resolution to Authorize Entering into a Contract with House Arrest Services, Inc.
 - b. Resolution Amending #09-418 Approving Various Contracts for the 2010 Budget

5. Economic Development Corporation - Resolution Approving the 2010 Amendment to the Brownfield Redevelopment Plan for Ingham County Land Bank Authority Parcels in Lansing City Only

7. Human Resources Department - Resolution Approving a Collective Bargaining Agreement with the International Brotherhood of Teamsters, Chauffeurs and Warehousemen, Local 580 Potter Park Zoo Supervisory Unit

MOTION CARRIED UNANIMOUSLY. Absent: Comms. Holman and Bahar-Cook

MOVED BY COMM. DOUGAN, SUPPORTED BY COMM. TENNIS, TO APPROVE THE ITEMS ON THE CONSENT AGENDA.

MOTION CARRIED UNANIMOUSLY. Absent: Comms. Holman and Bahar-Cook

3. Community Corrections Advisory Board - Resolution Authorizing the Community Corrections Advisory Board (CCAB) to Continue a Contract for Staff Consultant Services

MOVED BY COMM. DOUGAN, SUPPORTED BY COMM. TENNIS, TO APPROVE THE RESOLUTION AUTHORIZING THE COMMUNITY CORRECTIONS ADVISORY BOARD (CCAB) TO CONTINUE A CONTRACT FOR STAFF CONSULTANT SERVICES.

Comm. Dougan stated that he would prefer if the personnel agency, Westaff, looked again at cutting their overhead costs.

MOTION CARRIED UNANIMOUSLY. Absent: Comms. Holman and Bahar-Cook

4. Health Department
 - b. Resolution to Establish Two Positions in Support of the HIV Prevention Activities in the Health Department Funded by the Michigan Department of Community Health

MOVED BY COMM. TENNIS, SUPPORTED BY COMM. SCHOR, TO APPROVE THE RESOLUTION TO ESTABLISH TWO POSITIONS IN SUPPORT OF THE HIV PREVENTION ACTIVITIES IN THE HEALTH DEPARTMENT FUNDED BY THE MICHIGAN DEPARTMENT OF COMMUNITY HEALTH.

Comm. Dougan raised his concerns of adding two positions to the payroll, instead of attempting to reorganize the work someplace else. Dr. Sienko, Ingham County Health Department, stated that the Health Department has looked at other alternatives; however the staff felt that in order to meet the requirements of the grant, it requires staff time that could not be moved from another area.

(Comm. Bahar-Cook arrived at 6:12 p.m.)

Comm. Tennis clarified that one of the reasons the Board is not required to make as many cuts out of the 2010 budget is due to the internal shuffling the Health Department has already done. He congratulated the Health Department for receiving this grant money to increase the County's efforts to protect its citizens. Comm. Dougan raised his concerns of having layoffs in one area, while hiring someplace else. Comm. Bahar-Cook stated that there is a difference between having to layoff a General Fund position and hiring non-General Fund positions.

MOTION CARRIED UNANIMOUSLY. Absent: Comm. Holman

- a. Communication Regarding the Furlough Policy

Dr. Sienko raised his concerns of the impacts of the furlough policy on the Health Department. He explained that out of the Health Department's budget of \$43M, \$12M comes out of the General Fund (approximately 28%). The amount of General Fund money used varies by program. He stated that the Health Department uses the General Fund money to leverage other money. He indicated that they are a significant revenue generator for the County, particularly in clinical operations. He stated that due to the recent FQHC designation, it provides an opportunity for federal granting. However, the federal government has reservations about the Ingham County Health Department being a public centered FQHC. As a result, they closely monitor the productivity of the clinic's providers. Dr. Sienko stated that he did not want to further jeopardize the clinic's FQHC designation by agreeing to the furlough policy. He indicated that he would rather work with the Controller to meet a financial requirement and put that money back in to the General Fund. He stated that following a conversation he had with Ms. Auer, UAW, the UAW supports this solution.

Comm. Tennis stated that his only concern is that employees are being treated differently. Comm. Schor indicated that during a conversation he had with Ms. Auer, he asked if non-Health

Department UAW members would be alright with Health Department UAW members being exempt from the furlough policy. She had stated that it would be ok, because they understand the difference in terms of generating revenues. Comm. Schor stated that he supports this proposal with the understanding that bargaining units are aware that in the case of the Health Department, there are no cost savings under the furlough policy.

Comm. Bahar-Cook asked if it is possible for employees to take their furlough days in a scattered pattern throughout the year. Dr. Sienko stated that he would be concerned with the negative impact that it would have on productivity, and how it would affect federal grants. Comm. Bahar-Cook raised concerns of employees permitted to take sick time and vacations, etc. but asking to be exempt from the furlough policy. Comm. Tennis stated that when the federal government sets a productivity standard to be met, they factor in sick time, etc. If the County were to add three additional days for staff to take off, it would make it more difficult for the clinic to meet the federal requirements. Comm. Dougan stated that he agrees with the concerns Comm. Bahar-Cook is raising.

Dr. Myers stated that some employee groups that are struggling with the furlough policy have negotiated giving up 24 hours of vacation time instead of taking the three days. Board Chairperson De Leon raised a concern of how this would affect the current budget. Dr. Myers stated that it would be more of a long-term savings.

Chairperson Grebner stated that there are UAW employees currently covered under the furlough policy. He asked how difficult it would be to have them taken off the furlough policy. Dr. Myers stated that it would be administratively difficult. Ms. Morton stated that approximately 1/3 of the County's employees could potentially be exempt from the furlough policy.

Chairperson Grebner asked Dr. Sienko to talk with Dr. Myers and the other bargaining units in order to provide the Committee with additional solutions. He suggested discussing this at the next meeting.

6. Ingham County Parks & Recreation Commission - Resolution Authorizing a Budget Adjustment to the 2010 Potter Park Zoo Capital Improvement Rhino Project

MOVED BY COMM. DOUGAN, SUPPORTED BY COMM. TENNIS, TO APPROVE THE RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE 2010 POTTER PARK ZOO CAPITAL IMPROVEMENT RHINO PROJECT.

Comm. Dougan raised his concern of the pledges not materializing in time for construction, and as a result, the County has to spend cash instead of the pledge. Mr. Bennett, Ingham County Parks, stated that the zoo has the funds ready to go in the bank. Comm. Bahar-Cook clarified that there will not be a society pledge unless they have the money behind it.

MOTION CARRIED UNANIMOUSLY. Absent: Comm. Holman

8. Controller/Administrator's Office

- a. Resolution to Amend the 2010 Ingham County Budget to Extend the 2010 Hiring Delay and to Implement a Hiring Freeze for Ingham County General Fund Positions

MOVED BY COMM. BAHAR-COOK, SUPPORTED BY COMM. SCHOR, TO APPROVE THE RESOLUTION AMENDING THE 2010 INGHAM COUNTY BUDGET TO EXTEND THE 2010 HIRING DELAY AND TO IMPLEMENT A HIRING FREEZE FOR INGHAM COUNTY GENERAL FUND POSITIONS.

Ms. Morton informed the Committee that Law Enforcement and Judiciary referred the "Reorganization of Central Services" back to County Services, which has since passed. Regarding the "Funds Reserved for the Sheriff's Savings – 2010 Budget", Law Enforcement and County Services voted to put it in the resolution, while Judiciary removed it.

MOVED BY COMM. DOUGAN TO APPROVE THE RESOLUTION AND TO AMEND BY CHANGING THE COST SAVINGS STRATEGY ITEM "INCREASE DRAIN COMMISSIONER REVENUE" TO READ "RECOGNIZE ADDITIONAL DRAIN COMMISSIONER GENERAL FUND REVENUE" AND BY CHANGING THE 9TH WHEREAS BY ADDING THE WORDS "GENERAL FUND" FOLLOWING "UNBUDGETED". THIS WAS ACCEPTED AS A FRIENDLY AMENDMENT.

MOVED BY COMM. DOUGAN TO AMEND THE RESOLUTION BY REMOVING THE "FUNDS RESERVED FROM SHERIFF'S SAVINGS – 2010 BUDGET" ITEM FROM THE COST SAVINGS STRATEGY.

MOTION FAILED DUE TO LACK OF SUPPORT.

MOTION CARRIED UNANIMOUSLY. Absent: Comm. Holman

- b. Resolution to Implement Long-Term Reductions to Reduce the Ingham County Budget in 2010 and Future Years

MOVED BY COMM. SCHOR, SUPPORTED BY COMM. BAHAR-COOK, TO APPROVE THE RESOLUTION IMPLEMENTING LONG-TERM REDUCTIONS TO REDUCE THE INGHAM COUNTY BUDGET IN 2010 AND FUTURE YEARS.

Comm. Schor asked what additional amount of savings is needed to reach the \$620,000. Board Chairperson De Leon answered that the Board has thus far approved cuts in the amount of \$249,376.

Comm. Tennis informed the Committee that Human Services did not support any of their options for cuts, because for the majority of them, the County would be giving up more federal funding. Comm. Schor informed the Committee that eliminating the employee awards gifts was wholly supported by all the labor unions that were present at County Services; however, it does need to be negotiated.

Comm. Dougan asked for an explanation of what the opportunity may be for Inmate Billing Revenue. Dr. Myers stated that that option was put on the list at the request of one commissioner, to be discussed at Law Enforcement; however it was not discussed at the last meeting. Mr. Dunnings, Ingham County Prosecutor, stated that the reason it was not discussed was the fact that there was lengthy public comment in addition to discussion about other matters. Chairperson Holman had decided to end the discussion early so Judiciary could begin its meeting.

MOVED BY COMM. BAHAR-COOK, SUPPORTED BY COMM. SCHOR, TO AMEND THE RESOLUTION BY ADDING THE FOLLOWING LANGUAGE: CLOSE JAIL POST - \$319,174 AND ELIMINATE DEPUTY DUE TO REDUCED SECONDARY ROAD PATROL GRANT - \$81,225.

Chairperson Grebner divided the question.

Comm. Tennis clarified that it was the Controller's recommendation to close the jail post on July 1st rather than immediately. Comm. Bahar-Cook stated that the Sheriff's Department should still be notified of the post's closing so they can begin looking at attrition and begin talking with MDOC about a contract.

Comm. Tennis asked about overcrowding in the jail. Mr. Harless answered that it is an ongoing problem.

Comm. Schor asked if the budget estimate of \$638,348 savings is for the July 1st closing. Dr. Myers clarified that it will be approximately half of the amount listed.

Mr. Harless informed the Committee of the steps the Sheriff's Department has taken in the past three years in order to help reduce the budget. He stated that a total of 30 positions were eliminated, along with the DARE program and Paramedics Services program. He suggested the Committee explore the options of privatization. Comm. Bahar-Cook expressed her appreciation for Mr. Harless' comments. She stated that although privatization cuts costs, unlike closing the post, it does not have the potential for generating revenue. Mr. Harless indicated that it is unlikely that the jail post beds will be able to be rented out.

MOTION TO CLOSE THE JAIL POST - \$319,174. CARRIED with Comm. Dougan voting no. Absent: Comm. Holman

Comm. Schor asked how many state dollars the County would lose if the deputy position were eliminated. Dr. Myers stated that the state grant for the Secondary Road Patrol paid for four positions. Currently, the County is approximately \$75,000 short of being able to fund all four positions. Therefore, the money is only enough to fund three positions. By Board policy, if a grant is diminished, the position is eliminated. The Sheriff's Office currently has two open positions, so eliminating the Deputy would not result in a layoff.

MOTION TO ELIMINATE DEPUTY DUE TO REDUCED SECONDARY ROAD PATROL GRANT. CARRIED with Comm. Dougan voting no. Absent: Comm. Holman

MOVED BY COMM. SCHOR, SUPPORTED BY COMM. BAHAR-COOK, TO AMEND THE RESOLUTION BY ADDING THE FOLLOWING LANGUAGE TO THE LONG-TERM REDUCTIONS: TRANSFER BALDWIN PARK TO ONONDAGA TOWNSHIP.

Mr. Bennett stated that the savings for the transfer of Baldwin Park to Onondaga Township would be approximately \$2,500. Comm. Schor indicated that this shift would not necessarily be for the financial impact. He stated that the County already has three large parks, and contributing to this smaller park does not seem to fit into the parks plan.

MOVED BY COMM. BAHAR-COOK, SUPPORTED BY COMM. SCHOR, TO AMEND THE RESOLUTION BY ADDING THE FOLLOWING LANGUAGE: BE IT FURTHER RESOLVED, THAT THE CONTROLLER/ADMINISTRATOR WILL MONITOR THE 2010 BUDGET THROUGHOUT THE YEAR TO INSURE THE BUDGET REMAINS BALANCED. THIS WAS ACCEPTED AS A FRIENDLY AMENDMENT.

Comm. Dougan suggested discussing a negotiation of sick payouts. Dr. Myers informed the Committee that at County Services, there was a closed session to discuss issues related to future contract negotiations. He stated that several options were discussed related to long-term savings; however, the Committee felt that it was more appropriate to communicate it to the County's attorneys.

Board Chairperson De Leon suggested having more clarification as to why the amount of savings does not add up to \$1.3M.

MOVED BY COMM. BAHAR-COOK, SUPPORTED BY COMM. DOUGAN, TO AMEND THE 1ST THEREFORE BE IT RESOLVED TO READ: THEREFORE BE IT RESOLVED, THAT THE INGHAM COUNTY BOARD OF COMMISSIONERS APPROVES THE FOLLOWING COST SAVINGS ITEMS IN THE AMOUNT OF \$649,775 TO BE IMPLEMENTED AS SOON AS POSSIBLE. THIS WAS ACCEPTED AS A FRIENDLY AMENDMENT.

MOTION CARRIED UNANIMOUSLY. Absent: Comm. Holman

- c. Resolution to Reorganize Selected Central Services Positions and to Add Staff to the Drain Office

MOVED BY COMM. BAHAR-COOK, SUPPORTED BY COMM. DOUGAN, TO APPROVE THE RESOLUTION TO REORGANIZE SELECTED CENTRAL SERVICES POSITIONS AND TO ADD STAFF TO THE DRAIN OFFICE.

Comm. Tennis raised his concern of work assigned to one bargaining unit being spread to non-bargaining personnel. Dr. Myers stated that he recognizes the concern of the UAW, and he intends to do everything he can to keep that work within that unit.

Comm. Schor asked who will fulfill the duties of the Facilities Secretary once the position is eliminated. Dr. Myers stated that some of those duties will shift to other employees in the Purchasing Department. In addition, the Facilities staff will handle some of the duties that would not be considered UAW work. Comm. Tennis echoed Comm. Schor's concerns of the ability of the work to be completed with a reduction in workforce.

MOTION CARRIED UNANIMOUSLY. Absent: Comm. Holman

9. Board Referrals

- a. Letter from the Michigan Department of Treasury Regarding the Revocation of the Personal Property Component of the Industrial Facilities Exemption Certificate #2001-242, Issued to General Motors Corporation
- b. Letter from the Michigan Department of Treasury Regarding the Revocation of the Personal Property Component of the Industrial Facilities Exemption Certificate #1999-235, Issued to General Motors Corporation
- c. Letter from the Michigan Strategic Fund Announcing Approval for a Renaissance Zone Subzone for the Ottawa Station in the City of Lansing
- d. Memorandum with Attachment from Jill Rhode, Director of Financial Services, Forwarding the Audit of the Ingham County Retiree Health Care Plan
- e. Resolution from St. Joseph County Expressing Support of the Findings and Recommendations of the Legislative Commission on Statutory Mandates Regarding Funding Obligations for State Mandated Services
- f. Resolution from Oceana County Expressing Support of the Final Report of the Legislative Commission on Statutory Mandates
- g. Resolution from Isabella County Expressing Support of the Final Report of the Legislative Commission on Statutory Mandates

The Board Referrals were received and placed on file.

Announcements

None.

Public Comment

None.

The meeting adjourned at approximately 7:39 p.m.

Respectfully submitted,

Karsha Sathianathan

RESOLUTION STAFF REVIEW

DATE: January 24, 2010

Agenda Item Title: Resolution to Authorize the Ingham County Sheriff's Office to Extend the Contract with MDOC to Rent 190 Beds to the Michigan Department of Corrections

Submitted by Administrator/Controller's Office/Sheriff's Office

Committees: LE X, JD____, HS ____, CS ____ Finance X

Summary of Proposed Action: This resolution will authorize Ingham County and the Ingham County Sheriff's Office to extend the contract with the Michigan Department of Corrections (MDOC) to rent 190 beds, at a cost of \$36.00 per day per bed, for an additional two years, effective the fiscal years October 1, 2010 through September 30, 2012.

The Board of Commissioners' authorized a one year contract through resolution #09-418, for the time period October 1, 2009 through September 30, 2010. The Sheriff's Office was successful in getting MDOC to commit to another two year period.

The funds received by the County for leasing these contractual beds are used to reduce the General Fund cost of operating the Jail. In addition, these funds are used to finance the added operational costs (six deputies, three nurses and the operational costs of the post) and the construction and debt cost of the additional Low Security 90-bed Wing at the Jail which the County opened in 2004.

Financial Implications:

- 2009/10 budgeted annual revenue from this contract: 190 beds * \$36 per day = \$6,840 per day * 365 days = \$2,496,600.
- 2010/11 annual revenue from this contract: 190 beds * \$36 per day = \$6,840 per day * 365 days = \$2,496,600.
- 2011/12 annual revenue from this contract: 190 beds * \$36 per day = \$6,840 per day * 366 days = \$2,503,440.

The revenue received from the renting of the beds is anticipated in the 2009 and 2010 budgets.

Other Implications: This contract has been in place since August 2, 2004.

Staff Recommendation: MJM ____ JN X TL _____ TM ____ JC ____
Staff recommends approval of this resolution.

Introduced by the Law Enforcement and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE THE INGHAM COUNTY SHERIFF'S OFFICE TO EXTEND THE CONTRACT WITH MDOC TO RENT 190 BEDS TO THE MICHIGAN DEPARTMENT OF CORRECTIONS

WHEREAS, the Ingham County Board of Commissioners has established a design rated capacity at the Ingham Jail of 665 beds, which includes 472 County beds and 193 contractual beds; and

WHEREAS, the funds received by the County for leasing these contractual beds are used to reduce the General Fund cost of operating the Jail; and

WHEREAS, the Ingham County Board of Commissioners has approved renewing the contract from October 1, 2009 through September 30, 2010; and

WHEREAS, the Ingham County Sheriff's Office has negotiated a two year extension of the agreement with the Michigan Department of Corrections, to rent 190 beds at a cost of \$36.00 per day per bed, effective October 1, 2010 through September 30, 2012; and

WHEREAS, the revenue received from the renting of the beds is anticipated in the 2009 and 2010 Budgets.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes Ingham County and the Ingham County Sheriff's Office to extend the contract with the Michigan Department of Corrections to rent 190 beds, at a cost of \$36.00 per day per bed, effective October 1, 2010 through September 30, 2012, for an additional revenue of up to \$5,000,040.

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

RESOLUTION STAFF REVIEW

DATE: January 15, 2010

Agenda Item Title: Resolution to Accept the 2010 Michigan Commission on Law Enforcement Standards (MCOLES) Active Violence Incident Training Grant

Submitted by Sheriff's Office

Committees: LE X, JD____, HS ____, CS ____ Finance X

Summary of Proposed Action: This resolution will authorize the Sheriff's Office to accept this training grant and to enter into a contract with the Michigan Commission on Law Enforcement Standards (MCOLES). The purpose of the training is to improve tactical formations, searches and shooting skills for area police, in the event of an act of violence in a school or public place, so as to reduce risks/injuries to students/civilians from violence.

Financial Implications: There are no new positions created, and a 25% minimum in-kind match requirement worth \$21,705.00, of existing trainer costs and simulation rounds for the exercise for this training grant. Michigan Commission on Law Enforcement Standards will provide \$32,337.00 for the Active Violence Incident Training Grant.

Grant Funds:	
\$11,024	Personnel Costs (salaries and wages)
\$ 653	Personnel Costs (meals)
\$10,764	Supplies & Operating
\$ 9,896	Equipment
\$32,337	TOTAL GRANT
\$21,705	IN-KIND MATCH (Existing Trainer costs and equipment)
\$54,042	TOAL PROJECT BUDGET

Other Implications: This grant request was initiated as a result of the Ingham County Safe Schools Initiative and the Tri-County Law Enforcement Active Shooter Curriculum Committee work.

Staff Recommendation: MJM ____ JN X TL _____ TM ____ JC ____
Staff recommends approval of this resolution.

Introduced by the Law Enforcement and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ACCEPT THE 2010 MICHIGAN COMMISSION ON LAW ENFORCEMENT STANDARDS (MCOLES) ACTIVE VIOLENCE INCIDENT TRAINING GRANT

WHEREAS, Ingham County Sheriff's Office applied for and received an Active Violence Incident Training Program Grant from the Michigan Commission on Law Enforcement Standards (MCOLES); and

WHEREAS, the purpose of the training is to improve tactical formations, searches, and shooting skills for area police in the event of an act of violence in a school or public place, so as to reduce risks/injuries to students/civilians from violence; and

WHEREAS, this grant request was initiated as a result of the Ingham County Safe Schools Initiative and the Tri-County Law Enforcement Active Shooter Curriculum Committee work, in developing training for both school employees and police officers for action against violent encounters in our schools; and

WHEREAS, the amount of the grant is \$32,337, with an in-kind match of \$21,705 assumed by the Ingham County Sheriff's Office in personnel wages and equipment, for a total project cost of \$54,042; and

WHEREAS, \$11,024 of the 2010 Active Violence Incident Grant is for personnel wages; and

WHEREAS, \$653 of the 2010 Active Violence Incident Grant is for Personnel costs (meals); and

WHEREAS, \$10,764 of the 2010 Active Violence Incident Grant is for supplies and operating costs; and

WHEREAS, \$9,896 of the 2010 Active Violence Incident Grant is for equipment.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the acceptance of the 2010 Active Violence Incident Training Grant from the Michigan Commission on Law Enforcement Standards in the amount of \$32,337, to be matched with \$21,705 in in-kind services, for a total project cost of \$54,042, for the time period of January 1, 2010 through December 31, 2010.

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

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners directs the Controller/Administrator to make the necessary budget adjustments in the Ingham County Sheriff's Office 2010 Budget.

RESOLUTION STAFF REVIEW

DATE: February 4, 2010

Agenda Item Title: Resolution for the Ingham County Animal Control Department to Accept a Bequest of \$10,000 for the Animal Care Fund

Submitted by Ingham County Animal Control

Committees: LE X, JD , HS , CS Finance X

Summary of Proposed Action:

This resolution will authorize the Ingham County Animal Control to accept a \$10,000.00 donation to the Animal Care Fund from the family of Rosalee Soltow.

Financial Implications:

Donation = \$10,000.

Other Implications: The \$10,000 will be spent on veterinary services, animal care equipment, supplies and medicine for injured, abused and ill animals at the Shelter.

Staff Recommendation: MJM JN X TL TM JC

Staff recommends approval of this resolution.

Introduced by the Law Enforcement and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION FOR THE INGHAM COUNTY ANIMAL CONTROL DEPARTMENT TO ACCEPT A BEQUEST OF \$10,000 FOR THE ANIMAL CARE FUND

WHEREAS, the Ingham County Animal Control Department has an established donation account to benefit the animals at the Ingham County Animal Control Shelter referred to as the Animal Care Fund; and

WHEREAS, a bequest by Rosalee Soltow has been made to the Ingham County Animal Care Fund in the amount of \$10,000, for the purpose of providing care and treatment to lost and abandoned animals that come into the Shelter; and

WHEREAS, Mrs. Soltow loved her own pets very much and everyone else's; "She hoped this bequest would help you [Ingham County Animal Control] to continue the good work you do for lost and abandoned animals in Ingham County"; and

WHEREAS, the \$10,000 will be spent on veterinary services, animal care equipment, supplies and medicine for injured, abused and ill animals at the Shelter.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the acceptance of \$10,000, to the Animal Care Fund from the family of Rosalee Soltow.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners and the Ingham County Animal Control's staff and volunteers express their appreciation to the family of Mrs. Rosalee Soltow for her generous contribution to the betterment of animals at the Ingham County Animal Control.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners directs the Treasurer's Office to deposit the \$10,000 in donation monies in the Animal Control Department's Animal Care Fund and the Controller/Administrator's Office to make the necessary budgetary adjustments.

RESOLUTION STAFF REVIEW

DATE February 4, 2010

Agenda Item Title: Resolution to Adopt an Ordinance Amending the Ingham County Animal Control Ordinance to Delete the Provision Prohibiting Barking Dogs

Submitted by: Animal Control / Animal Control Shelter Advisory Board

Committees: LE X, JD _____, HS _____, CS _____ Finance X

Summary of Proposed Action: This resolution would authorize adoption of the Ordinance Amending the Ingham County Animal Control Ordinance, attached and incorporated by reference as Exhibit 1, to this Resolution to delete the provision in Article IX, Section 1(f) in its entirety, and to renumber Section 1(g) as a new Section 1(f).

The Director and the Animal Control Shelter Advisory Board have recommended this change because Animal Control is unable to respond to low priority complaints (barking dogs) due to sheer call volume.

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

Financial Implications:

There should be minimal financial implications as there is little revenue associated with this infraction, as there has been little enforcement for these types of Ingham County Animal Control Department violations for some time. This type of violation in the past would be dealt with as any other violation of the Ingham County Animal Control Ordinance. A violation would be a misdemeanor with the same fines, costs, etc. as any other violation of the Ingham County Animal Control Ordinance.

Other Implications: Local law enforcement agencies will now have to address noise and nuisance complaints.

Staff Recommendation: MJM _____ JN X TL _____ TM _____ JC _____
Staff recommends approval of this resolution.

Introduced by the Law Enforcement and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

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

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

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

(f) The owner’s dog which, by loud and frequent barking, howling or yelping, is a nuisance in the neighborhood in which said dog is kept, possessed or harbored;”

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

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

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

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

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

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

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**ORDINANCE AMENDING THE INGHAM COUNTY ANIMAL CONTROL ORDINANCE TO
DELETE THE PROVISION PROHIBITING BARKING DOGS**

ORDINANCE NO. _____

An Ordinance to amend the Ingham County Animal Control Ordinance to delete the provision prohibiting barking dogs.

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

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

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

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

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

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

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

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

(e) The owner's dog shows vicious habits and molests passers-by when such persons are lawfully on the public highway or right-of-way;

(f) Any livestock or poultry to run at large unaccompanied by its owner upon the premises of another or upon any public street, lane, alley or other public ground in the county unless otherwise specifically allowed.

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

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

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

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

_____.

Mike Bryanton, Ingham County Clerk

Ingham County Board of Commissioners

Debbie De Leon, Chairperson

LETTER FROM REHMANN ROBSON

December 2009

To Our Governmental Clients:

Earlier this year, the Governmental Accounting Standards Board (GASB) issued Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. This Statement changes the classifications of fund balance in governmental funds, and somewhat modifies the definition of special revenue funds. The new Statement does not take effect until fiscal years ending on or after June 30, 2011. However, the provisions of the Statement may require the government's Board to take formal action well before then in order to meet the revised guidelines.

What You Need to Know

This Statement applies only to fund balance reported in governmental funds (not to net assets reported in the government-wide financial statements, proprietary, or fiduciary funds). Currently, fund balance in governmental funds is reported as either reserved or unreserved. Unreserved fund balance can be further subdivided into designated and undesignated portions. GASB 54 replaces these terms, and instead introduces five new classifications and definitions, as follows:

- *Nonspendable fund balance* represents those resources which cannot be used to liquidate current liabilities because the related assets are either not in spendable form (e.g., prepaids, inventory, and long-term receivables), or because the related assets are required to be maintained intact (e.g., the corpus of an endowment).
- *Restricted fund balance* includes amounts that are restricted to use by externally imposed requirements or enabling legislation.
- *Committed fund balance* includes amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority (e.g., a formal resolution by the Board). Such formal action must take place prior to year end in order to qualify.
- *Assigned fund balance* includes amounts that are intended to be used for specific purposes, but do not meet the stricter definitions of restricted or committed. This "intent" can be expressed by the governing body itself, one of its committees, or delegated by the Board to a specific member of management. Assigned fund balance also includes any residual amounts in governmental funds other than the general fund.
- *Unassigned fund balance* represents the residual amount in the general fund, or any deficits in other governmental funds. Only the general fund can report a positive unassigned fund balance (the very fact that a separate fund exists is deemed to demonstrate the government's intent to use those resources for a specific purpose).

In addition, GASB 54 revised the definitions of the various governmental fund types. The new definitions are relatively consistent with previous guidance, except for special revenue funds, which have been redefined more narrowly than in past practice. Special revenue funds should now be used to report the proceeds of specific revenue sources that are restricted or committed to expenditures for specified purposes (other than those accounted for in debt service or capital projects funds). These specific revenue sources must be external (i.e., interfund transfers do not qualify), and must comprise a substantial portion of the fund's ongoing inflows. Funds no longer meeting this definition will need to be collapsed into the general fund (at least for external financial reporting purposes).

What You Need to Disclose

The Statement also requires that each government disclose certain information concerning its fund balance classification policies and procedures, including:

- For *committed* fund balance, disclose what constitutes the “highest level of decision-making authority” (typically the Board) and the “formal action” that is required to be taken to establish, modify, and/or rescind a fund balance commitment (typically a formal resolution).
- For *assigned* fund balance, disclose the body or official authorized to assign amounts to a specific purpose (e.g., the finance committee or a specific member of management) and any specifics of the policy that grants that authorization.
- Disclose the government's policy on determining which category of fund balance is considered to have been spent first when expenditures are incurred for purposes for which multiple classifications of fund balance are available (e.g., spend restricted resources first, then committed, then assigned, and finally unassigned).
- Disclose the government's minimum fund balance policy, if it has formally adopted one. Adopting such a policy is not required, but is highly recommended.

What You Need To Do

As mentioned previously, GASB 54 is not required to be implemented until fiscal years ending on or after June 30, 2011, though earlier implementation is encouraged by the GASB. However, certain of the Statement's provisions may require earlier action by the Board. Following are the specific action items for the government to consider:

- The governing body should draft a fund balance classification policy, as described above (a flow of funds policy). Any approach may be followed, but we would expect most governments to use resources in order from the most restrictive to the least restrictive.
- The Government Finance Officers Association (www.gfoa.org) has issued a recommended practice document on the appropriate level of unrestricted fund balance in the general fund. The government should review this best practice and consider adopting a policy to address the issues discussed.
- If the government intends to report any amounts as *committed* in the audited financial statements, the Board must take formal action to establish this commitment prior to the end of the fiscal year. It is acceptable to establish a formula rather than an actual dollar amount (e.g., all amounts in excess of 15% of total expenditures could be committed to future capital improvements).

- If the government intends to report any amounts as *assigned* in the audited financial statements, the Board needs to adopt a policy identifying the body or individual authorized to make such assignments. Unlike committed fund balance, assigned fund balance may be established after the end of the fiscal year.
- Review the activity currently presented in the government's special revenue funds to determine whether each fund's revenue sources meet the revised definition for reporting in a special revenue fund. Any funds not meeting this definition should be collapsed into the general fund (at least for external financial reporting purposes). This may have an impact on the adoption and/or subsequent amendment of the government's budget.

As with any new accounting standard, this one is bound to have various issues arise during its implementation, and our firm will continue to monitor emerging best practices in this area. In the meantime, if you have any questions or concerns, please do not hesitate to contact us.

Very truly yours,

RESOLUTION STAFF REVIEW

DATE February 4, 2010

Agenda Item Title: Resolution to Authorize the 2009 – 2010 Schedule A Addendum to the Blue Cross Blue Shield Administrative Services Agreement for Services to Ingham County Jail Inmates

Submitted by: Health Department

Committees: LE____, JD____, HS_ X_, CS____, Finance_ X_

Summary of Proposed Action:

This resolution authorizes the 2009 – 2010 Schedule A Addendum to the Administrative Services Agreement with Blue Cross and Blue Shield of Michigan (BCBSM) to pay and manage claims for health care services provided to inmates of the Ingham County Jail. The proposed addendum will be effective for the period December 1, 2009 through November 30, 2010. Through this agreement, BCBSM pays hospitals, doctors and other health care providers for services provided to inmates of the Ingham County Jail. BCBSM in turn bills the Health Department for the value of payments to providers, plus an administrative fee. The Health Department pays BCBSM from budgeted funds.

Financial Implications:

Through this agreement BCBSM pays providers at BCBSM negotiated prices. Such payments are estimated at \$660,000 in 2010. BCBSM charges an 11% administrative fee for handling the Ingham County claims.

Other Implications:

At some point in the future, the Health Department will explore opportunities to manage these claims internally, through adoption of a fee schedule or by issuing an RFP for inpatient and outpatient services.

Staff Recommendation: MJM___ JN___ TL___ TM___ JC_ X

Staff recommends approval of the resolution.

MEMORANDUM

To: Human Services Committee
Finance Committee

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

Date: February 11, 2010

Subject: Schedule A Addendum to the BCBSM Administrative Services Agreement for Health Care Services Provided to Ingham County Jail Inmates

This is a recommendation to authorize a 2009 – 2010 Schedule A Addendum to the Administrative Services Agreement with Blue Cross and Blue Shield of Michigan to pay and manage claims for health care services provided to inmates of the Ingham County Jail. The proposed addendum will be effective for the period December 1, 2009 through November 30, 2010. Through this agreement, BCBSM pays hospitals, doctors and other health care providers for services provided to inmates of the Ingham County Jail. BCBSM in turn bills the Health Department for the value of payments to providers, plus an administrative fee. The Health Department pays BCBSM from budgeted funds.

Through this agreement BCBSM pays providers at BCBSM negotiated prices. Such payments are estimated at \$660,000 in 2010. BCBSM charges an 11% administrative fee for handling the Ingham County claims.

At some point in the future, the Health Department will explore opportunities to manage these claims internally, through adoption of a fee schedule or by issuing an RFP for inpatient and outpatient services.

At the moment, I am recommending that the Board of Commissioners adopt the attached resolution and authorize the 2009 -2010 Schedule A addendum to the BCBSM Administrative Services Agreement for health care services provided to Ingham County Jail inmates.

Attachment

c: Barb Mastin
David Saltman
Deb Brinson

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE THE 2009 – 2010 SCHEDULE A ADENDUM TO THE BLUE CROSS BLUE SHIELD ADMINISTRATIVE SERVICES AGREEMENT FOR SERVICES TO INGHAM COUNTY JAIL INMATES

WHEREAS, Ingham County and Blue Cross Blue Shield of Michigan (BCBSM) entered into an agreement in 1996; wherein, BSBS of Michigan would pay the claims of health care services provided to Ingham County Jail inmates; and

WHEREAS, that agreement has periodically been updated by executing a Schedule A attachment; and

WHEREAS, BCBSM has proposed a 2009 – 2010 Schedule A Addendum to the Administrative Services Agreement; and

WHEREAS, the Health Officer has recommended that the Board of Commissioners authorize the 2009 - 2010 Schedule A Addendum to the BCBSM Administrative Services Agreement for Ingham County Jail inmates.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a Schedule A Addendum to the Administrative Services Agreement with Blue Cross and Blue Shield of Michigan for paying claims for health care services provided to Ingham County Jail inmates.

BE IT FURTHER RESOLVED, that the Schedule A Addendum shall be effective December 1, 2009 through November 30, 2010.

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

RESOLUTION STAFF REVIEW

DATE February 4, 2010

Agenda Item Title: Resolution to Authorize Professional Services Agreements with Dentists for Services at the Jail

Submitted by: Health Department

Committees: LE ____, JD ____, HS X ____, CS ____, Finance X __

Summary of Proposed Action:

This resolution provides the Health Department with broad authorization to enter into professional services agreements with dentists to serve Jail inmates for calendar year 2010.

If passed, the Board of Commissioners will not be approving each individual contract. Instead, under this resolution the Health Department would have the authority to present multiple agreements to the Board Chairperson for signature, without coming back to the Board of Commissioners for specific authorization for each agreement.

Financial Implications:

The Health Department’s 2010 Budget includes \$23,872, to purchase the services of dentists to serve Jail inmates. The proposed rate of compensation is \$70 per hour, which is a continuation of the 2009 rate. At the \$70 per hour rate, approximately 341 hours of service are budgeted for 2010.

Other Implications:

None.

Staff Recommendation: MJM __ JN __ TL __ TM __ JC X __

Staff recommends approval of the resolution.

MEMORANDUM

To: Human Services Committee
Finance Committee

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

Date: February 5, 2010

Subject: Dental Services at the Ingham County Jail

Ingham County provides on-site dental services to inmates of the Jail by using contractual dentists. The Health Officer is recommending that the Board authorize professional services agreements with dentists to serve Jail inmates for calendar year 2010.

The Department's 2010 budget includes \$23,872 to purchase the services of dentists to serve Jail inmates. The proposed rate of compensation is \$70 per hour, which is a continuation of 2009 rate.

Attachment

c: Barb Mastin
David Saltman

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE PROFESSIONAL SERVICES AGREEMENTS WITH DENTISTS
FOR SERVICES AT THE JAIL**

WHEREAS, Ingham County provides dental services to individuals incarcerated within the Ingham County Jail;
and

WHEREAS, the Health Department coordinates medical and dental services provided to Jail inmates; and

WHEREAS, the Health Department utilizes professional services agreements to obtain the professional services of dentists to serve Jail inmates; and

WHEREAS, the Health Department's 2010 Budget includes \$23, 872, for the purpose of contracting with dentists;
and

WHEREAS, the Health Officer has recommended that 2010 professional services contracts be authorized with dentists to serve Jail inmates.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes professional services agreements with dentists to serve individuals incarcerated at the Ingham County Jail.

BE IT FURTHER RESOLVED, that the agreements shall compensate dentists at the rate of \$70 per hour for services provided in calendar year 2010.

BE IT FURTHER RESOLVED, that the period of the professional services agreements shall be January 1, 2010 through December 31, 2010.

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign professional services agreements authorized by this Resolution after review by the County Attorney.

RESOLUTION STAFF REVIEW

DATE February 4, 2010

Agenda Item Title: Resolution Authorizing a Memorandum of Agreement and Acceptance of a Support Grant from the Corporation for National and Community Service for the Purpose of Supporting Vista Project Coordination and Member Professional Development

Submitted by: Health Department

Committees: LE ____, JD ____, HS X, CS ____, Finance X

Summary of Proposed Action:

This resolution authorizes the acceptance of grant funds from the Corporation for National and Community Service (CNCS). These funds will be used primarily for professional development opportunities for the VISTA members and the Coordinator. Funds will also be used to maintain the Coordinator's current wage, and may also be utilized to augment program supplies.

In addition, the memorandum of agreement between CNCS and the Health Department on behalf of the Power of We Consortium is renewed for the time period of January 3, 2010 through January 1, 2011.

Financial Implications:

The \$27,000 support grant is accepted for the time period of January 2, 2010 through September 30, 2010, with the Health Department acting as fiduciary on behalf of the Power of We Consortium. The \$27,000 will be transferred from the Health Department budget to Ingham County MSU Extension for the purpose of continued wage support of the VISTA Project Coordinator and cost associated with professional development activities of the VISTA Coordinator and members.

The AmeriCorps*VISTA Project will cost-share up to two members for a total of up to \$21,384, during the period of January 3, 2010 through January 1, 2011, from funds collected from host sites.

Other Implications:

None.

Staff Recommendation: MJM __ JN __ TL __ TM __ JC X
Staff recommends approval of the resolution.

MEMORANDUM

To: Human Services Committee
Finance Committee

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

Date: February 4, 2010

Subject: Support Grant from Corporation for National and Community Service in support of VISTA Project

Since October, 2006, the Power of We Consortium, with the Health Department as the grantee/fiduciary, has operated a very successful Volunteers in Service to America (VISTA) project in Lansing. VISTA members provide expanded capacity to community-based organizations that are engaged in work that helps meet Ingham County's long-term goals of fostering economic well-being, assisting in meeting basic needs, and fostering appropriate youth development. All host sites pay a cost-share in support of their VISTA members and these funds are managed by the Health Department.

Current VISTA initiatives include:

- NorthWest Initiative (after-school youth program)
- Refugee Development Center (ESL and cultural adaptation)
- New Way In (ex-offender re-entry initiatives)
- Old Town Commercial Association (economic development).

Due to the success of the Power of We Consortium VISTA project, the funding agency, the Corporation for National and Community Service (CNCS), increased the project's number of VISTA members from 13 to 18 in 2009. In addition, the Power of We Consortium was awarded a \$14,000 support grant from CNCS for the period of April 1, 2009 through September 30, 2010 to increase the wage of the VISTA Coordinator to reflect a 33% increase in VISTA placements. These actions were authorized by Resolution #09-159 which established a project renewal MOA.

Subsequent to these actions, CNCS awarded an additional support grant of \$27,000 to the Power of We Consortium VISTA Project for a time period of January 2, 2010 through September 30, 2010. These funds will be used primarily for professional development opportunities for the VISTA members and the Coordinator. Funds will also be used to maintain the Coordinator's current wage, and may also be utilized to augment program supplies.

In addition, our participation in this project has required an annual MOA renewal between CNCS and the Health Department on behalf of the Power of We Consortium (the current time period in this case January 3, 2010 through January 1, 2011).

The attached resolution speaks to our acceptance of the additional support grant and describes their anticipated usage, as well as the extension of our relationship with CNCS through the establishment of a new MOA. I recommend that the Board approve the project renewal MOA between CNCS and the Health Department. I also recommend the Board accept the \$27,000 support grant from CNCS.

Attachment

c: John Jacobs w/attachment
Renee Canady w/attachment
Randy Bell w/attachment
Peggy Roberts w/attachment

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT AND ACCEPTANCE OF A SUPPORT GRANT FROM THE CORPORATION FOR NATIONAL AND COMMUNITY SERVICE FOR THE PURPOSE OF SUPPORTING VISTA PROJECT COORDINATION AND MEMBER PROFESSIONAL DEVELOPMENT

WHEREAS, the Ingham County Health Department on behalf of the Power of We Consortium has been the recurring recipient of grant funds in support of the AmeriCorps*VISTA Project since 2006; and

WHEREAS, annual renewal of such funding has been accepted by resolution (#06-333, #07-307, #08-321); and

WHEREAS, the Corporation for National and Community Service (CNCS) has provided Ingham County with up to eighteen (18) AmeriCorps*VISTA members to perform volunteer services to strengthen and supplement efforts to eliminate poverty and poverty-related human, social and environmental problems; and

WHEREAS, VISTA members provide expanded capacity to community-based organizations that are engaged in work that helps meet Ingham County's long-term goals of fostering economic well-being, assisting in meeting basic needs and fostering appropriate youth development; and

WHEREAS, a mechanism has been established for collecting cost-share from each VISTA host site for the purpose of paying for cost-shared members in future years (Resolution #06-333); and

WHEREAS, the Health Department has successfully collected required funds from host sites to cover the costs of VISTA members; and

WHEREAS, the success of the Power of We Consortium VISTA project resulted in the awarding of a \$14,000 support grant, to increase the wage of the VISTA Coordinator to reflect a 33% increase in VISTA placements through April 1, 2009 through September 30, 2010 (authorized by Resolution #09-159); and

WHEREAS, continued exemplary services has resulted in the CNCS awarding the Health Department an additional support grant in the amount of \$27,000, that may be used for the purpose of professional development activities for the Coordinator and VISTA members, continued Coordinator wage support, and/or program supplies; and

WHEREAS, the continuation of the Power of We Consortium VISTA project requires the renewal of a Memorandum of Agreement.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes a Memorandum of Agreement between the Corporation for National and Community Service and the Ingham County Health Department for the purpose of conducting the Power of We Consortium AmeriCorps*VISTA Project from January 3, 2010 through January 1, 2011, unless terminated sooner by either party.

BE IT FURTHER RESOLVED, that the AmeriCorps*VISTA Project will cost-share up to two members for a total of up to \$21,384, during the period of January 3, 2010 through January 1, 2011, from funds collected from host sites.

BE IT FURTHER RESOLVED, that the \$27,000 support grant is accepted for the time period of January 2, 2010 through September 30, 2010, with the Health Department acting as fiduciary on behalf of the Power of We Consortium, to fund professional development activities for the VISTA Coordinator and VISTA members, support the Coordinator's current wage, and for program supplies.

BE IT FURTHER RESOLVED, that the Board of Commissioners authorizes the transfer of \$27,000 from the Health Department Budget to Ingham County MSU Extension for the purpose of continued wage support of the VISTA Project Coordinator and cost associated with professional development activities of the VISTA Coordinator and members.

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

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

Agenda Item 5

February 10, 2010

TO: County Services and Finance Committees

FROM: Becky Bennett
Board Coordinator

RE: Contract with Fred Todd for Professional Services

The Controller Search Committee met and those present agreed to enter into an agreement with Fred Todd for assistance in screening applicants for the Controller/Administrator position.

Mr. Todd will provide these services for \$160 per hour. It is anticipated that no more than 20 hours of his time will be necessary.

The attached resolution authorizes entering into an agreement with Fred Todd for professional services for up \$3,200 or 20 hours. Funds will be taken from the contingency fund.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING A CONTRACT WITH FRED D. TODD TO PROVIDE PROFESSIONAL SERVICES IN THE SEARCH FOR A CONTROLLER/ADMINISTRATOR

WHEREAS, the Ingham County Board of Commissioners is conducting executive search for the replacement of Ingham County Controller/Administrator; and

WHEREAS, the Board wishes to contract with Fred D. Todd for assistance in screening applicants who are interested in being considered for the Controller/Administrator position.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a contract with Fred D. Todd at a rate of \$160 per hour for professional services provided in the search for a new Controller/Administrator.

BE IT FURTHER RESOLVED, that the cost for this contract be charged to the contingency line item, not to exceed \$3,200.

BE IT FURTHER RESOLVED, that the Board Chairperson and County Clerk are hereby authorized to sign any necessary documents upon approval as to form by the County Attorney.

RESOLUTION STAFF REVIEW

DATE: February 4, 2010

Agenda Item Title: Resolution Authorizing Visitor Incentive Programs at the Potter Park Zoo

Submitted by: Ingham County Parks and Recreation Commission

Committees: LE ____, JD ____, HS ____, CS X, Finance X

Summary of Proposed Action:

Increasing visitation and positive visitor experiences at the Zoo are believed to be key elements to a successful renewal millage in 2010. The Zoo Marketing Committee has developed three promotions ~ Mom's Day, Grandparent's Day, and College Day. Positive feedback for the concept of a Grandparent's Day has already been received from the AARP. Building strong relationships with sectors of the community is good for the Potter Park Zoo, Ingham County, and the State of Michigan.

The Potter Park Zoo Board and the Parks and Recreation Commission supported the concept of visitor incentive programs by passing resolutions at their February meetings. Potter Park Zoo staff will provide statistical feedback regarding the viability of all incentive programs to the Potter Park Zoo Board and the Ingham County Parks and Recreation Commission.

Financial Implications:

The proposed incentives have been reviewed by the Zoo Financial Coordinator and Zoo Director prior to recommending them to the Parks Director. The following fee changes would be associated with each visitor incentive:

- Mom's Day ~ Mothers and Children are free;
- Grandparent's Day ~ Grandparent and Grandchildren are free;
- College Day ~ ½ off one Adult Admission with Student ID.

Sponsorships will be sought to help offset marketing costs for Mom's Day and Grandparent's Day.

Other Implications:

None.

Staff Recommendation: MJM X JN __ TL __ TM __ JC __

Staff recommends approval of the resolution.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING VISITOR INCENTIVE PROGRAMS AT THE POTTER PARK ZOO

WHEREAS, citizens of Ingham County have invested several million dollars in improvements to the Potter Park Zoo; and

WHEREAS, increasing visitation and positive visitor experiences at the Zoo are believed to be key elements to a successful renewal millage in 2010; and

WHEREAS, the Potter Park Zoo and Zoo Marketing Committee wish to develop incentive programs internally and with outside partners to increase visitation at Potter Park Zoo; and

WHEREAS, the Zoo Marketing Committee is developing three promotions ~ Mom’s Day, Grandparent’s Day, and College Day; and

WHEREAS, building strong relationships with sectors of the community is good for the Potter Park Zoo, Ingham County, and the State of Michigan; and

WHEREAS, all proposed incentives have been reviewed by the Zoo Financial Coordinator and Zoo Director prior to recommending them to the Parks Director; and

WHEREAS, the Potter Park Zoo Board and the Parks and Recreation Commission supported the concept of visitor incentive programs by passing resolutions at their February meetings.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners approves the following visitor incentive programs at the Potter Park Zoo:

Promotion	Fees	Marketing
Mom’s Day	Mothers and children are free	Will be contacting moms’ groups and other companies who are targeting mothers with potential sponsorship opportunities. We will also be seeking media sponsors to help offset marketing costs.
Grandparent’s Day	Grandparent and Grandchildren are free	Will be seeking sponsorships to help offset the costs of marketing and admissions – we have already received positive feedback from AARP
College Day	½ off one adult admission with student ID	Marketed using primarily earned media. Flyers will be distributed around campuses.

BE IT FURTHER RESOLVED, Potter Park Zoo staff is directed to provide statistical feedback regarding the viability of all incentive programs to the Potter Park Zoo Board and the Ingham County Parks and Recreation Commission.

RESOLUTION STAFF REVIEW

DATE February 4, 2010

Agenda Item Title: Resolution Authorizing the Addition of Group Rates, School Pre-Pay Rates and Adjustment of the Senior Non-Resident Rates for Potter Park and the Potter Park Zoo

Submitted by: Ingham County Parks and Recreation Commission

Committees: LE ____, JD ____, HS ____, CS X , Finance X

Summary of Proposed Action:

Potter Park Zoo staff researched, using other zoos for comparison purposes, group rates, school group field trips, and non-resident senior rates. The goal is to offer competitive visitation pricing and options similar to the Detroit Zoo, the Binder Park Zoo, and the John Ball Zoo. The non-resident senior rate was initially set at \$10, the same rate as non-resident adult, and staff is requesting the rate be reduced because it is common practice to have reduced senior rates. It was also determined a distinction needed to be made between for-profit and non-profit schools and preschools - the wording previously stated “All Schools in Ingham County on Classroom Trips (preschool through grade 12)”. Adding the pre-pay option and group rates to the fee schedule will improve the flow of school groups into the Zoo during the month of May. The following changes to the existing fee schedule are recommended by both the Potter Park Zoo Board and the Parks and Recreation Commission.

	Current Fee	Recommended Fee
ADMISSION FEES		
Non-Resident Senior	\$10	\$8
All schools in the Ingham School District (grades preschool through grade 12), non-profit Ingham County Schools on classroom field trips and non-profit preschools	Free	Fee Remains Same – wording changed to provide a distinction between for-profit and non-profit schools and preschools
Non Education Group Rates (20 or more individuals – group payment required)	\$4 (\$3 Mondays)	
Resident Adults	\$3 (\$2 Mondays)	
Resident Seniors	\$2 (\$1 Mondays)	\$3
Children (ages 3-16)	\$10	\$2
Non-Resident Adults		\$1
Non Resident Seniors		\$9
		\$7
Self Guided School Field Trip (pre-pay two weeks in advance)	\$4 (\$3 Mondays)	
Resident Adults	\$3 (\$2 Mondays)	
Resident Seniors	\$2 (\$1 Mondays)	\$3
Children (ages 3-16)	\$10	\$2
Non-Resident Adults		\$1
Non Resident Seniors		\$9
		\$7

Financial Implications:

We anticipate these changes, while minimal, will encourage greater visitation by these user groups.

Other Implications: None.

Staff Recommendation: MJM X JN __ TL __ TM __ JC __

Staff recommends approval of the resolution.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION ADOPTING GROUP RATES, SCHOOL PRE-PAY RATES, AND AN ADJUSTMENT OF THE SENIOR NON-RESIDENT RATE FOR POTTER PARK AND THE POTTER PARK ZOO

WHEREAS, Potter Park Zoo staff has researched, using other zoos for comparison purposes, group rates, school group field trips, and non-resident senior rates in an effort to offer competitive visitation pricing and options relative to the Detroit Zoo, the Binder Park Zoo and the John Ball Zoo; and

WHEREAS, the non-resident senior rate (#11) was initially set at \$10, the same rate as non-resident adult (#10), and staff is requesting the rate be reduced because it is common practice to have reduced senior rates; and

WHEREAS, it was determined a distinction needed to be made between for-profit and non-profit schools and preschools in the schools category (#16); and

WHEREAS, Potter Park Zoo staff wishes to improve the flow of school groups into the Zoo during the month of May and believes that the pre-pay options shown (#17 & #18) will assist with this effort; and

WHEREAS, Potter Park Zoo Board and the Parks and Recreation Commission supported the adoption of two additional fee categories and the fee changes noted below in the “Recommended Fee” column by passage of resolutions at their February meetings:

		Current Fee	Recommended Fee
	PARKING FEES		
1	Resident	\$2	Same
2	Non-Resident	\$4	Same
3	Resident Annual	\$20	Same
4	Non-Resident Annual	\$40	Same
5	School Bus	Free	Same
	ADMISSION FEES		
6	Resident Adult	\$4 (Tues-Sun)	Same
7	Resident Adult & Residents of the City of Lansing	\$3 (Mondays only)	Same
8	Resident Senior (60+)	\$3 (Tues-Sun)	Same
9	Resident Senior (60+) & Resident Senior (60+) of the City of Lansing	\$2 (Mondays only)	Same
10	Non-Resident Adult	\$10	Same
11	Non-Resident Senior (60+)	\$10	\$8
12	Children (ages 3-16) Tuesday-Sunday	\$2 (Tues-Sun)	Same
13	Children (ages 3-16) Monday	\$1 (Mondays only)	Same
14	Children under 3	Free	Same
15	Annual Free Day	1st Saturday of October	Same
16	All schools in the Ingham School District (grades preschool through grade 12), non-profit Ingham County Schools on classroom field trips and non-profit preschools	Free	Same

17	Non Education Group Rates – 20 or more individuals – group payment required Resident Adults Resident Seniors Children (ages 3-16) Non-Resident Adults Non Resident Seniors	\$4 (\$3 Mondays) \$3 (\$2 Mondays) \$2 (\$1 Mondays) \$10 \$10	\$3 \$2 \$1 \$9 \$7
18	Self Guided School Field Trip – pre-pay three weeks in advance Resident Adults Resident Seniors Children (ages 3-16) Non-Resident Adults Non Resident Seniors	\$4 (\$3 Mondays) \$3 (\$2 Mondays) \$2 (\$1 Mondays) \$10 \$10	\$3 \$2 \$1 \$9 \$7
19	November – February * with the exception of the Wonderland of Lights event	Free	Same
	SHELTER FEES		
20	Penguin Cove ~ 60 Person Capacity	\$50	Same
21	Eagle Landing ~ 80 Person Capacity	\$75	Same
22	Tiger Den ~ 300 Person Capacity	\$150	Same
23	½ Tiger Den ~ 150 Person Capacity	\$80	Same

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners adopts the fee structure shown above for Potter Park and the Potter Park Zoo, effective April 1, 2010.

RESOLUTION STAFF REVIEW

DATE February 3, 2010

Agenda Item Title: Resolution Authorizing a Contract with Kares Construction Company for the Construction of the New Potter Park Zoo Eagle Owl Exhibit

Submitted by: Ingham County Parks and Recreation Commission

Committees: LE ____, JD ____, HS ____, CS X , Finance X

Summary of Proposed Action:

This resolution provides for the better management of the eagle owls as the existing eagle owl exhibit is an outdated corn crib structure. The new structure is flexible, in that it could house a variety of species or be moved with relative ease.

The Ingham County Purchasing Department solicited Requests for Proposals (RFP) inviting proposals from qualified individuals and companies pursuant to County guidelines. The bids were reviewed by the Ingham County Purchasing, Facilities, and Parks Departments, and all departments were in agreement that the low bidder met all specifications and requirements. The Purchasing Department recommends the proposal submitted by Kares Construction of Charlotte, Michigan, in an amount not to exceed \$77,600 be accepted.

The Potter Park Zoo Board and the Parks and Recreation Commission supported awarding this contract to Kares Construction by passage of resolutions at their February meetings.

Financial Implications:

Total Zoo Millage funding for the project is \$87,260 (which includes a contingency of \$3,700) as detailed below:

- \$46,340 carried over from the 2009 CIP budget;
- \$11,260 transferred from the 2010 approved budget (line item 258-69200-734000-30000);
- \$20,000 from the 2010 approved budget (line item 258-69200-969220);
- \$9,660 has been expended on the project to date.

Kares Construction of Charlotte, Michigan will construct the eagle owl exhibit for an amount not to exceed \$77,600, which includes \$3,700 for contingency.

Other Implications:

None.

Staff Recommendation: MJM X JN __ TL __ TM __ JC __

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

MEMORANDUM

TO: County Services and Finance Committees
FROM: Jim Hudgins, Purchasing Director
DATE: February 4, 2010
SUBJECT: Bid Summary – Eagle Owl Aviary Exhibit

Project Description:

This project involves contracting with an experienced and qualified general contractor for the purpose of constructing an Eagle Owl Aviary Exhibit at Potter Park Zoo.

Bid Summary:

Bidders Contacted: 13 Local: 5
Bidders Responding: 8 Local: 5

<u>Firm</u>	<u>Total Cost</u>	<u>Local</u>
Kares Construction Co.	\$73,900	N – Charlotte (Eaton Co.)
Laux Construction	\$74,499	Y – Dansville
Oak Construction Corp.	\$79,900	N – Flushing
Parish Corp.	\$80,000	Y – Lansing
Moore Trosper Construction Co.	\$81,400	Y - Holt
Hausman Construction Co.	\$87,300	Y – Lansing
Wieland – Davco Corp.	\$92,420	Y - Lansing
Oscar E. Larson Co.	\$92,815	N – Clarkston

Advertisement:

The bid was advertised in the Lansing State Journal, El Central, various construction plan houses and posted on the Purchasing Department’s web page.

Recommendation:

Award a contract to Kares Construction Co. in an amount not to exceed \$77,600 which includes \$3,700 for contingency.

Other:

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

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING A CONTRACT WITH KARES CONSTRUCTION COMPANY FOR THE CONSTRUCTION OF THE NEW POTTER PARK ZOO EAGLE OWL EXHIBIT

WHEREAS, the Potter Park Zoo staff identified a need to replace the existing Eagle Owl Exhibit for the better management of the eagle owls; and

WHEREAS, the existing Eagle Owl Exhibit is an outdated corn crib structure; and

WHEREAS, in consideration of the new Potter Park Zoo Master Plan, the new structure is flexible in that it could house a variety of species or be moved with relative ease; and

WHEREAS, in 2009, the Ingham County Board of Commissioners passed Resolution #09-170 authorizing the transfer of Zoo Millage Funds in the amount of \$56,000, to proceed with the construction of a new Eagle Owl Exhibit; and

WHEREAS, the Ingham County Purchasing Department solicited Requests for Proposals (RFP) inviting proposals from qualified individuals and companies pursuant to County guidelines; and

WHEREAS, the bids were reviewed by the Ingham County Purchasing, Facilities and Parks Departments, and all Departments were in agreement that the low bidder met all specifications and requirements; and

WHEREAS, the Purchasing Department recommends the proposal submitted by Kares Construction of Charlotte, Michigan, in an amount not to exceed \$77,600 be accepted; and

WHEREAS, the Potter Park Zoo Board and the Parks and Recreation Commission supported awarding this contract to Kares Construction by passage of resolutions at their February meetings; and

WHEREAS, total funding from Zoo Millage Funds for the project is \$87,260, which includes a contingency of \$3,700, \$46,340 carried over from the 2009 CIP Budget and \$11,260 transferred from the 2010 approved budget (line item 258-69200-734000-30000), \$20,000 from the 2010 approved budget (line item 258-69200-969220), and \$9,660 having been expended on the project to date.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes entering into a contract with Kares Construction of Charlotte, Michigan, for the construction of the eagle owl exhibit in an amount not to exceed \$77,600, which includes \$3,700 for contingency.

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

RESOLUTION STAFF REVIEW

DATE February 4, 2010

Agenda Item Title: Resolution Authorizing a Fund Transfer to the Potter Park Zoological Society

Submitted by: Ingham County Parks and Recreation Commission

Committees: LE___, JD___, HS___, CS X, Finance X

Summary of Proposed Action:

This resolution would appropriate \$60,000 to the Potter Park Zoological Society to be used to promote the Potter Park Zoo. It is intended that the appropriation will be in addition to funds (\$20,000) already budgeted by the Zoological Society for this purpose. The Potter Park Zoological Society is a private 501(c)3 non-profit organization, whose sole function is to raise funds for and to support the Zoo. The Zoo Board, in cooperation with the Zoological Society, has established a committee of volunteer professionals with expertise in this area to oversee expanded efforts to advise the public what the Zoo has to offer. Although this appropriation is very similar to other community agency appropriations within the budget, it will differ in two ways. First, the funds will come from the Zoo Millage budget and not require any general fund appropriation. Second, the level of oversight will be greater since the Zoological Society works on a daily basis with Zoo and Parks staff with offices located at the Zoo. The Potter Park Zoological Society will, on a monthly basis, supply the County with invoices detailing the expenditures and county staff will, on a monthly basis, include with the monthly financial reports a marketing expense report to the Zoo Board.

Financial Implications:

Funds in the amount of \$60,000 will be transferred from the Potter Park Zoo Fund to the Potter Park Zoological Society contingent upon development of a contract.

Other Implications:

None.

Staff Recommendation: MJM X JN ___ TL ___ TM ___ JC ___

Staff recommends approval of the resolution.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AUTHORIZING A FUND TRANSFER
TO THE POTTER PARK ZOOLOGICAL SOCIETY**

WHEREAS, the electorate of Ingham County overwhelmingly approved the millage proposal in November of 2006 to fund the operation and improvement of Potter Park and the Potter Park Zoo; and

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

WHEREAS, in that capacity the Zoological Society supports: Educational Programming, the Docent Association, the Teen Zookeeper Program, Special Events, and the Zookambi Summer Camp; and

WHEREAS, the Zoological Society operates on a \$900,000 budget, over \$600,000 of this is spent on supporting the Potter Park Zoo through educational programming, special events, operating costs, and capital improvements; and

WHEREAS, the Potter Park Zoological Society Board of Directors is comprised of 16 enthusiastic community leaders; and

WHEREAS, a society staff representative or member of the Potter Park Zoological Society Board and two members of the Potter Park Zoo Board compose a Potter Park Zoo Public Relations and Marketing sub-committee to raise community awareness and interest in the Potter Park Zoo; and

WHEREAS, the Ingham County Board of Commissioners approved the transfer of \$40,000 from the proceeds of the Potter Park Zoo Millage to the Potter Park Zoological Society for 2009 marketing purposes; and

WHEREAS, the Potter Park Zoological Society Board has approved within the 2010 Zoological Society Budget \$20,000 for promotion and printing; and

WHEREAS, the Potter Park Zoological Society has agreed to supply the County with invoices detailing spending of these funds on a monthly basis, and the zoo staff will provide a marketing expense report to the Potter Park Zoo Board on a monthly basis; and

WHEREAS, the Potter Park Zoo Board and the Parks and Recreation Commission recommend the Board of Commissioners authorize the transfer of \$60,000, to be used by the Potter Park Zoological Society for 2010 marketing purposes.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners approves a transfer of \$60,000 from the proceeds of the Potter Park Zoo Millage to be used by the Potter Park Zoological Society for 2010 marketing purposes as designated by the Potter Park Zoo Public Relations and Marketing Committee.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the County Attorney to prepare the necessary documents.

RESOLUTION STAFF REVIEW

DATE February 4, 2010

Agenda Item Title: Resolution Authorizing Staff to Develop and Implement a Road Construction Strategy for the Potter Park Zoo

Submitted by: Ingham County Parks and Recreation Commission

Committees: LE___, JD___, HS___, CS X_, Finance X_

Summary of Proposed Action:

Staff at the Potter Park Zoo have been notified by the City of Lansing that there will be significant road construction on Pennsylvania Avenue from May to September of 2010. Traffic will be reduced to one lane, in both directions, due to repairs to the Pennsylvania Street Bridge over the Red Cedar River and the left turn lane into the Zoo for traffic headed south on Pennsylvania Avenue will be closed.

The Potter Park Zoo Board directed staff to consider the impact of this construction project on zoo visitation and make a recommendation to the Board if any action should be taken. Zoo staff requested feedback from zoos across the United States regarding the impact of road construction to their facilities and received feedback from four zoos. The primary focus of the response was to create positive public relations at every opportunity and be well positioned to react if visitation begins to decline. The following is a list of example incentives and ideas that could be implemented if needed:

Additional events	Reduced admission fees
Creative menu specials: Orange Cone Chicken Strips, Bumper to Bumper Burgers, Road Crew Cookies	Drawings for free admission tickets or memberships
Extend zoo hours	Buy one admission – get one free
Coupons for a future free visit	Survival stickers for kids
Weekly or monthly free day	Construction hats for kids

This resolution allows Potter Park Zoo staff the flexibility to implement the following ideas or similar ideas as needed should visitor counts begin to decline at the Potter Park Zoo during the time period May thru September 2010. The Potter Park Zoo Board and the Parks and Recreation Commission will be notified when incentives are initiated and monitor their success.

Financial Implications: These incentives will help encourage greater visitation during road construction.

Other Implications: None.

Staff Recommendation: MJM X JN ___ TL ___ TM ___ JC ___
Staff recommends approval of the resolution.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AUTHORIZING STAFF TO DEVELOP AND IMPLEMENT
A ROAD CONSTRUCTION STRATEGY FOR THE POTTER PARK ZOO**

WHEREAS, staff at Potter Park Zoo have been notified by the City of Lansing that there will be significant road construction on Pennsylvania Avenue from May to September of 2010; and

WHEREAS, traffic will be reduced to one lane, in both directions, due to repairs to the Pennsylvania Avenue bridge over the Red Cedar River and the left turn lane into the Zoo for traffic headed South on Pennsylvania Avenue will be closed; and

WHEREAS, Zoo staff and Society staff will directly notify all groups or persons having shelter reservations, reservations for tours, programs, or events about the road construction project and provide directions for the “best” route to the Zoo; and

WHEREAS, “best” route directions will be posted on the Potter Park Zoo website and communicated through various social media outlets; and

WHEREAS, the Potter Park Zoo Board directed staff to consider the impact of this construction project on Zoo visitation and make a recommendation to the Board if any action should be taken; and

WHEREAS, Zoo staff requested feedback from zoos across the United States regarding the impact of road construction to their facilities and received feedback from four zoos; and

WHEREAS, the primary focus of the response was to create positive public relations at every opportunity and be well positioned to react if visitation begins to decline; and

WHEREAS, the following is a list of example incentives and ideas that could be implemented if needed:

Additional events	Reduced admission fees
Creative menu specials: Orange Cone Chicken Strips, Bumper to Bumper Burgers, Road Crew Cookies	Drawings for free admission tickets or memberships
Extend zoo hours	Buy one admission – get one free
Coupons for a future free visit	Survival stickers for kids
Weekly or monthly free day	Construction hats for kids

WHEREAS, the Potter Park Zoo Board and the Parks and Recreation Commission supported the concept of incentives and ideas that could be implemented if needed to boost visitation with the passage of resolutions at their February meetings.

THEREFORE BE IT RESOLVED, that Ingham County Board of Commissioners authorizes the Potter Park Zoo staff to implement the above ideas or similar ideas as needed, should visitor counts begin to decline at the Potter Park Zoo during the time period May thru September 2010.

BE IT FURTHER RESOLVED, that the Potter Park Zoo Board and Parks and Recreation Commission be notified when incentives are initiated.

RESOLUTION STAFF REVIEW

DATE February 4, 2010

Agenda Item Title: Resolution Authorizing Ingham County Facilities to Accept an Incentive Payment from Consumers Energy Business Solutions Program

Submitted by: Facilities Department

Committees: LE____, JD____, HS____, CS__X__, Finance__X__

Summary of Proposed Action: (See the attached communication.)

This resolution will authorize the acceptance of an Incentive Payment from Consumers Energy, Business Solutions Program-Gas Initiative. The Facilities Department found that Ingham County was eligible for funding towards the replacement of steam traps at the Jail through Consumers Energy's Programs for Gas Initiative.

Financial Implications:

\$3,555.00 received back into the CIP Line Item 245-31199-976000-9FC04-Jail Condensate Receiver.

Other Implications:

None.

Staff Recommendation: MJM X JN ____ TL ____ TM ____ JC ____

Staff recommends approval of the resolution.

MEMORANDUM

TO: County Services and Finance Committees

FROM: Richard Terrill, Facilities Director

DATE: February 4, 2010

SUBJECT: Resolution Authorizing Ingham County Facilities to Accept an Incentive Payment from Consumers Energy Business Solutions Program

In 2009, a new condensate receiver was replaced at the Jail and the Facilities Department found that too much steam was passing back through the system, which meant there were steam trap issues. The County hired a company to conduct a survey to find out which steam traps were not working properly. While waiting for the survey, the Facilities Department found that Ingham County was eligible for funding towards the replacement of the steam traps through Consumers Energy's Programs for Gas Initiative.

Consumers Energy has issued a check in the amount of \$3,555.00 to help cover these repairs and these funds would be received back into the CIP Line Item 245-31199-976000-9FC04-Jail Condensate Receiver.

I recommend approval of this resolution to accept the check from Consumers Energy.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AUTHORIZING INGHAM COUNTY FACILITIES
TO ACCEPT AN INCENTIVE PAYMENT
FROM CONSUMERS ENERGY BUSINESS SOLUTIONS PROGRAM**

WHEREAS, after the new condensate receiver at the Jail was replaced in 2009, the Facilities Department found that too much steam was passing back through the system which meant there were steam trap issues; and

WHEREAS, the County hired a company to conduct a survey to find out which steam traps were not working properly; and

WHEREAS, while waiting for the survey, the Facilities Department found that Ingham County was eligible for funding towards the replacement of the steam traps through Consumers Energy's Programs for Gas Initiative; and

WHEREAS, Consumers Energy has issued a check in the amount of \$3,555.00 to help cover these repairs; and

WHEREAS, these funds would be received back into the CIP Line Item 245-31199-976000-9FC04-Jail Condensate Receiver.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby authorizes the acceptance of \$3,555.00 from Consumers Energy from the Business Solutions Program-Gas Initiative toward the Jail Condensate Project from 2009.

BE IT FURTHER RESOLVED, the Ingham County Board of Commissioners would like to thank Consumers Energy's involvement in facilitating the Business Solutions Program-Gas Initiative for the County.

RESOLUTION STAFF REVIEW

DATE: February 2, 2010

Agenda Item Title: Resolution to Approve the Legacy Cost Agreements between Ingham County and the Cities of East Lansing and Lansing and to Authorize an RFP for the Design of an Ingham County 911 Consolidated Dispatch Center Facility

Submitted by: Administrator/Controller's Office

Committees: LE X, JD , HS , CS X Finance X

Summary of Proposed Action: (See the attached Resolution #08-056.)

This resolution will authorize the approval of Legacy Cost Agreements between Ingham County and the Cities of East Lansing and Lansing to move forward towards an Ingham County 911 Consolidated Dispatch Center Facility. It also will authorize the County to proceed to conduct an RFP process to select an Architect/Engineering (A/E) and Construction Management (CM) Firms to begin the design process for the proposed Ingham County Consolidated 911 Dispatch Center. The Board of Commissioners' previously approved the Jolly Road Site on vacant land West of the CMH Building on the Ingham County Human Services Building Campus, as the site to construct the 911 Consolidated Dispatch Center Facility.

Financial Implications: (See the attached proposed legacy agreements.)

The Legacy Cost Agreements will define the distribution of the legacy costs and other employment liabilities between the Cities and County in a fair and equitable manner in order to avoid future disputes and/or litigation as to the distribution of legacy costs.

It also will authorize the County to proceed to conduct an RFP process to select an Architect/Engineering (A/E) and Construction Management (CM) Firms to begin the design process for the proposed Ingham County Consolidated 911 Dispatch Center.

Final costs will not be determined until the project building, site prep and equipment is bid out.

Other Implications: None.

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

ADOPTED - FEBRUARY 26, 2008

Agenda Item No. 24

Introduced by the Law Enforcement and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION OF INTENT TO ENTER INTO A CONDITIONAL AGREEMENT WITH THE CITIES OF EAST LANSING AND LANSING FOR THE PURPOSES OF CREATING AN INGHAM COUNTY CONSOLIDATED 911 CENTER

RESOLUTION #08-056

WHEREAS, the Ingham County Board of Commissioners authorized a contract with Plante & Moran to evaluate the potential of combining the two 911 Dispatch Centers into one Consolidated 911 Dispatch Center operated by the County of Ingham; and

WHEREAS, representatives from the Cities of East Lansing and Lansing and Ingham County have worked with Plante & Moran as a Steering Committee to provide information and guide this study; and

WHEREAS, Plante & Moran presented their report at the July 13, 2006 Law Enforcement Meeting, with participation of the Board of Commissioners, representatives of the Cities of Lansing and East Lansing, and the public safety community; and

WHEREAS, the Plante & Moran Study concluded that merging the operations of the East Lansing and Lansing Dispatch Centers is an attractive option for the County in order to create a state of the art Consolidated Dispatch Center with new facilities and technology, at a lower cost than operating the current separate 911 Centers; and

WHEREAS, the Cities of East Lansing and Lansing have reviewed the Plante & Moran Study conclusions that Ingham County should develop an action plan to pursue the goal of a consolidated 911 Center and are supportive of moving forward to develop an Action Plan for the creation of a Consolidated Ingham County 911 Center; and

WHEREAS, the Ingham County 911 Steering Committee is expected to work with the 911 Advisory Committee, representatives of the Cities of East Lansing and Lansing, the Police Departments of East Lansing and Lansing, the Directors of the Lansing 911 Public Safety Answering Point (PSAP) and East Lansing 911 Public Safety Answering Point (PSAP), and all public safety agencies in Ingham County in developing this action plan; and

WHEREAS, the Ingham County Board of Commissioners recommends that the proposed action plan and proposed subsequent agreements contain the following general terms and conditions:

- (a) The City of Lansing and East Lansing allow the use of the current City operated 911 Centers at no cost to Ingham County, during a transitional phase of 911 operations, until a new 911 Center is identified and secured for use, transfer to Ingham County all personal property necessary for 911 Center Operations and maintenance, and transfer responsibility for the operation and maintenance of 911 Center Operations to Ingham County.

RESOLUTION #08-056

(b) The following principles are restated as to the structure of the Ingham 911 Consolidated Center:

General Principles of Consolidation

- Demonstrated efficiencies;
- Operational control entity representative of users;
- County oversight because of primary funding source (countywide 911 millage and telephone surcharges);
- Legacy costs borne by respective cities.

Principles Related to Governance

- The governance structure needs to be independent of any one existing law enforcement or fire command structure;
- The operational governing board needs to have representation of user law enforcement and fire entities, and meet any legal requirements for access to LEIN;
- Such a board needs to be subject to the overall governance of the County Board of Commissioners, since the primary funding comes from the County.

(c) Express the parties intent that the current two 911 Centers' employees would not be placed in any worse position regarding wages.

(d) Express the parties' intent that the current two 911 Centers employees' benefit package be held harmless unless otherwise negotiated through collective bargaining.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners expresses its intent to enter into a conditional agreement with the Cities of Lansing and East Lansing for the purposes of creating a Consolidated 911 Center operation, as outlined above, once an Action Plan has been developed and approved by the affected parties.

BE IT FURTHER RESOLVED, that the Controller shall be authorized to negotiate an agreement with representatives of the City of Lansing and East Lansing, with the final agreement to be brought back to the Ingham County Board of Commissioners for approval.

BE IT FURTHER RESOLVED, that the County Attorney shall prepare a draft agreement for further consideration by this Board of Commissioners upon successful completion of the Action Plan and adoption by the affected parties as noted above.

BE IT FURTHER RESOLVED, that a copy of this resolution be submitted to the Lansing City Council, Lansing Mayor, and East Lansing City Council.

LAW ENFORCEMENT: Yeas: Holman, Copedge, Celentino, De Leon, Tennis, Schafer
Nays: None **Absent:** None **Approved 2/14/08**

FINANCE: Yeas: Grebner, Hertel, Weatherwax-Grant, Dougan
Nays: None **Absent:** Celentino, Schor **Approved 2/20/08**

Introduced by the Law Enforcement, County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. Definitions.

- A. "Compensable Banked Time" shall be defined as paid sick leave, personal time, vacation leave or compensatory time which an employee earned while employed by the City under the policies/collective bargaining agreement with the City and which is both compensable by the City upon cessation of employment or retirement; and, is permitted to be carried over to the following year.
- B. "Effective Date Of Integration" shall be defined as the date on which the County commences to operate a consolidated dispatch center. Upon acceptance of bids and receipt and acceptance of a schedule for construction of the building to house the Consolidated Dispatch Services, the County shall provide written notice to the City of the Effective Date of Integration.
- C. "Former City Employees Employed By The County" shall be defined as those City employees actively employed by the City's Dispatch Center hired, on or before the Effective Date Of Integration, to County employment to provide Consolidated Dispatch Services.
- D. "Future 911 Employees" are those employees hired by the County, not covered by Section I.C. of this Agreement, to provide Consolidated Dispatch Services after the Effective Date Of Integration.

II. Allocation Of Pension Obligations And Liabilities.

- A. The City shall authorize the Municipal Employees Retirement System of Michigan ("MERS") to transfer to the County designated MERS plan(s) the trust pension assets equal to the funded value of the actuarially determined pension liabilities as determined in the most recent actuarial valuation for those Former City Employees Employed By The County.¹ The County will assume the unfunded liabilities for those Former City Employees Employed By The County. The City shall provide such further and/or additional information or resolutions as may be required by MERS or the County. The County will establish with MERS such pension plan or plans providing Former City Employees Employed By The County with such pension benefits as negotiated with the appropriate recognized union or as designated by the County and shall provide for prior service credit. However, the County recognizes that the accrued benefits for service credit accrued by Former City Employees Employed By The County while employed by the City shall not be diminished. Future 911 Employees shall be placed in such plan as is negotiated with the applicable union or as is established by the County.

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

- B. The County will not assume pension assets nor liabilities for any employee or retiree of the City which are not within the Former City Employees Employed By The County class. The pension assets and liabilities of employees or retirees of the City or the City's Emergency Communications Division which are not within the Former City Employees Employed By The County class will remain with, and be the sole responsibility of, the City.

III. Retiree Health Care.

- A. Former City Employees Employed By The County and Future 911 Employees shall be placed in the County Retiree Health Care Plan, or such other plan as is negotiated between the County and the applicable union. On or before the Effective Date of Integration, the City will transfer to the County funds from the 911 millage which have been set aside by the City to pre-fund retiree healthcare for the Former City Employees Employed By The County. The method of repayment will be determined by the County and City prior to the execution of this Agreement. The amount to be transferred cannot occur until it is determined which employees will be included in the Former City Employees Employed By The County class.
- B. The County will not assume retiree health care funds nor liabilities for any employee or retiree of the City or the City's Dispatch Center who are not within the Former City Employees Employed By The County class. All costs/liability for the City's Retiree Health Care Plan shall be borne exclusively by the City.
- C. Notwithstanding Paragraph III(B), the Meridian Township and Michigan State University have agreed to contribute to the County \$_____, and \$_____, respectively for a period of ____ years to offset Legacy Costs attributable to retiree healthcare benefits borne by the City under Paragraph III (B) of this Agreement. The County will remit to the City all sums received from Meridian Township and/or Michigan State University designated for such purpose.

IV. Compensable Banked Time.

- A. On the Effective Date of Integration, the County will permit Former City Employees Employed By The County which have accrued sick leave, personal leave, compensatory time and vacation balances to convert such hours to County leave up to the following maximum accruals:
 - i. Sick leave -- a maximum of one thousand nine hundred twenty (1,920) hours.
 - ii. Personal leave – a maximum of forty-nine (49) hours.
 - iii. Compensatory time – a maximum of sixty (60) hours.
 - iv. Vacation – a maximum of three hundred (300) hours.
- B. The use, future accrual, and payment upon separation of employment of Compensable Banked Time converted to the County is subject to the terms and conditions of the County's personnel practices or such provisions as are negotiated with the applicable union, whichever are applicable.

- C. The County will not assume any liabilities for Compensable Banked Time for any employee or retiree of the City or the City's Dispatch Center which are not within the Former City Employees Employed By The County class. Any Compensable Banked Time for employees or retirees of the City or the City's Dispatch Center which are not within the Former City Employees Employed By The County class will remain with, and be the sole responsibility of, the City.

V. Existing And Future Employment Liabilities.

- A. The County shall voluntarily recognize the following unions as the bargaining units for the appropriate group:
 - i. Fraternal Order of Police, Capital City Lodge 141;
 - ii. International Brotherhood of Teamsters, Local 580;
 - iii. International Brotherhood of Teamsters, Local 214;

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

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

VI. Liability.

- A. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the City in the performance of this Agreement shall be the responsibility of the City, and not the responsibility of the County, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the City, any subcontractor, or anyone directly or indirectly employed by the City, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the City or its employees by statutes or court decisions.
- B. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the County in the performance of this Agreement shall be the responsibility of the County and not the responsibility of the City if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of the County, any subcontractor, or anyone directly or indirectly employed by the County, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its employees as provided by statute or court decisions.
- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the City in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and the City in relation to each party's responsibilities under these joint activities provided that nothing herein shall be construed as a waiver of any governmental immunity by the County, the City or their employees, respectively, as provided by statute or court decisions.

VII. Civil Rights.

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

VIII. Notices.

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

If to County:

County Controller
Courthouse
Mason, MI 48854

And

County Attorney
601 N. Capitol Ave.
Lansing, MI 48933
If to City:

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

and

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

IX. Waivers.

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

X. Agreement Modifications.

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

XI. Disregarding Titles.

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

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

XIII. Severability.

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

XIV. Certification Of Authority To Sign Agreement.

The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

XV. Effective Date Of Agreement And Conditions Precedent.

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

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

WITNESSED BY:

COUNTY OF INGHAM

Date: _____

Debbie De Leon, Chairperson
County Board of Commissioners

Date: _____

Mike Bryanton, County Clerk

WITNESSED BY:

CITY OF EAST LANSING

Date: _____

Victor W. Loomis, Jr, Mayor

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

By: _____
Richard D. McNulty

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

By: _____
Dennis McGinty, City Attorney

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

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

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

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

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

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

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

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

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

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

I. Definitions.

- A. "Compensable Banked Time" shall be defined as paid sick leave, personal time, vacation leave or compensatory time which an employee earned while employed by the City under the policies/collective bargaining agreement(s) with the City and which is both compensable by the City upon cessation of employment or retirement; and, is permitted to be carried over to the following year.
- B. "Effective Date Of Integration" shall be defined as the date on which the County commences to operate a consolidated dispatch center. Upon acceptance of bids and receipt and acceptance of a schedule for construction of the building to house the Consolidated Dispatch Services, the County shall provide written notice to the City of the Effective Date of Integration.
- C. "Former City Employees Employed By The County" shall be defined as those City employees actively employed by the City's Emergency Communications Division hired, on or before the Effective Date Of Integration, to County employment to provide Consolidated Dispatch Services.
- D. "Future 911 Employees" are those employees hired by the County, not covered by Section I .C. of this Agreement, to provide Consolidated Dispatch Services after the Effective Date Of Integration.

II. Allocation Of Pension Obligations And Liabilities.

- A. The City's Retirement System shall transfer to the County designated MERS plan(s) the trust pension assets equal to the funded value of the actuarially determined pension liabilities as determined in the most recent actuarial valuation for those Former City Employees Employed By The County.² The County will assume the unfunded liabilities for those Former City Employees Employed By The County. The City shall provide such further and/or additional information or resolutions as may be required by MERS or the County. The County will establish with MERS such pension plan or plans providing Former City Employees Employed By The County with such pension benefits as negotiated with the appropriate recognized union or as designated by the County and shall provide for prior service credit. However, the County recognizes that the accrued benefits for service credit accrued by Former City Employees Employed By The County while employed by the City shall not be diminished.

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

Future 911 Employees shall be placed in such plan as is negotiated with the applicable union or as is established by the County.

- B. The County will not assume pension assets nor liabilities for any employee or retiree of the City or the City's Emergency Communications Division which are not within the Former City Employees Employed By The County class. The pension assets and liabilities of employees or retirees of the City or the City's Emergency Communications Division which are not within the Former City Employees Employed By The County class will remain with, and be the sole responsibility of, the City.

III. Retiree Health Care.

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

IV. Compensable Banked Time.

- A. On the Effective Date of Integration, the County will permit Former City Employees Employed By The County which have accrued sick leave, personal leave, compensatory time and vacation balances to convert such hours to County leave up to the following maximum accruals:
 - i. Sick leave -- a maximum of one thousand nine hundred twenty (1,920) hours.
 - ii. Personal leave – a maximum of forty-nine (49) hours.
 - iii. Compensatory time – a maximum of sixty (60) hours.
 - iv. Vacation – a maximum of three hundred (300) hours.
- B. The use, future accrual, and payment upon separation of employment of Compensable Banked Time converted to the County is subject to the terms and conditions of the County's personnel practices or such provisions as are negotiated with the applicable union, whichever are applicable.

- C. The County will not assume any liabilities for Compensable Banked Time for any employee or retiree of the City or the City's Emergency Communications Division which are not within the Former City Employees Employed By The County class. Any Compensable Banked Time for employees or retirees of the City or the City's Emergency Communications Division which are not within the Former City Employees Employed By The County class will remain with, and be the sole responsibility of, the City.

V. Existing And Future Employment Liabilities.

- A. The County shall voluntarily recognize the following unions as the bargaining units for the appropriate group:
 - i. Fraternal Order of Police, Capital City Lodge 141;
 - ii. International Brotherhood of Teamsters, Local 580;
 - iii. International Brotherhood of Teamsters, Local 214;

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

- B. The County will not assume any liability for any complaint or action of a City employee, including but not limited to grievances, unfair labor practices, unemployment claims, worker's compensation claims or other administrative claims or legal actions by a City employee, filed, or which is premised upon asserted acts or omissions which occurred, prior to the Effective Date Of Integration.
- C. The City will not assume any liability for any complaint or action of a Former City Employees Employed By The County, upon asserted acts or omissions which occurred on or after the Effective Date Of Integration, including but not limited to grievances, unfair labor practices, unemployment claims, worker's compensation claims or other administrative claims or legal actions by a Former City

Employees Employed By The County which is premised upon asserted acts or omissions which occurred, on or after the Effective Date Of Integration.

- D. Within 180 days of the execution of this Agreement the County shall enter into good faith union negotiations with respect to the bargaining units for each group which are voluntarily recognized by the County or required to be recognized by MERC.

VI. Liability.

- A. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the City in the performance of this Agreement shall be the responsibility of the City, and not the responsibility of the County, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the City, any subcontractor, or anyone directly or indirectly employed by the City, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the City or its employees by statutes or court decisions.
- B. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the County in the performance of this Agreement shall be the responsibility of the County and not the responsibility of the City if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of the County, any subcontractor, or anyone directly or indirectly employed by the County, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its employees as provided by statute or court decisions.
- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the City in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and the City in relation to each party's responsibilities under these joint activities provided that nothing herein shall be construed as a waiver of any governmental immunity by the County, the City or their employees, respectively, as provided by statute or court decisions.

VII. Civil Rights.

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

status. A breach of this covenant shall be regarded as a material breach of this Agreement.

VIII. Notices.

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

If to County:

County Controller
Courthouse
Mason, MI 48854

and

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

If to City:

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

and

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

IX. Waivers.

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

X. Agreement Modifications.

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

the City Council and the County Board of Commissioners, and signed by their duly authorized representatives.

XI. Disregarding Titles.

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

XII. Complete Agreement.

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

XIII. Severability.

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

XIV. Certification Of Authority To Sign Agreement.

The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

XV. Effective Date Of Agreement And Conditions Precedent.

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

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

WITNESSED BY:

COUNTY OF INGHAM

Date: _____

Debbie De Leon, Chairperson
County Board of Commissioners

Date: _____

Mike Bryanton, County Clerk

WITNESSED BY:

CITY OF LANSING

Date: _____

Virgil Bernero, Mayor

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

By: _____
Richard D McNulty

APPROVED AS TO FORM ONLY FOR THE CITY OF LANSING:

By: _____
Dennis DuBay

Introduced by the Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO IMPLEMENT LONG-TERM REDUCTIONS TO REDUCE THE INGHAM COUNTY BUDGET IN 2010 AND FUTURE YEARS

WHEREAS, due to current economic conditions, anticipated reductions in property tax and interest revenue totaling approximately \$3 million have been identified since the adoption of the 2010 Budget on October 27, 2009; and

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

WHEREAS, approximately \$1.7 million in short and long-term savings have been identified, leaving \$1.3 million remaining in order to balance the 2010 Budget; and

WHEREAS, several items have been identified for discussion.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the following cost savings items in the amount of \$649,775 to be implemented as soon as possible:

- Amend the Child Care Fund Budget by increasing the Juvenile Justice Millage appropriation by \$200,000 and reducing the General Fund amount by \$200,000 for State wards, for 2010 only;
- Eliminate Business Retention Contract - \$29,376
- Eliminate Awards Program Banquet - \$1,200
- Eliminate Employee Awards – Gifts - \$18,800 (needs to be negotiated with unions)
- Close Jail Post by July 1, 2010 – \$319,174
- Eliminate Deputy Due to Reduced Secondary Road Patrol Grant - \$81,225

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners directs the Controller/Administrator to begin planning for the implementation of the following reductions beginning in 2011:

- Transfer Baldwin Park to Onondaga Township

BE IT FURTHER RESOLVED, that the Controller/Administrator will monitor the 2010 budget throughout the year to insure the budget remains balanced.

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

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

Nays: None **Absent:** Holman **Approved 2/03/10**

BUDGET REDUCTION OPTIONS

COUNTY SERVICES

Department	Item	Annual GF Savings	Notes
Facilities	Privatize Mason Custodial	\$45,000	Eliminates 2 FTEs
Facilities	Reorganize Groundskeeping	\$96,000	Eliminates 4 FTEs
Parks	Close Hawk Island Park	To be determined	
Parks	Close Lake Lansing	To be determined	
Parks	Close Burchfield	To be determined	
Parks	Close All Parks except Potter Park Oct-Mar	To be determined	
Parks	Close All Parks except Potter Park/Burchfield Oct-Mar	To be determined	
Economic Development	Eliminate Department	\$58,884	Total 2010 Adopted Budget \$669,484
Economic Development	Eliminate Business Retention Contract	\$29,376	Savings included above
All Departments	40 hour/4 day work week	\$15,000	Utilities Savings
All Departments	38 hour/4 day work week	\$1,405,000	Salary and Utilities Savings
All Departments	36 hour/4 day work week	\$2,795,000	Salary and Utilities Savings
All Departments	Additional Furlough Day	\$107,000	
Human Resources	Eliminate Awards Program Banquet	\$1,200	
Human Resources	Eliminate Employee Awards – Gifts	\$18,800	Would need to be negotiated
All Departments	Eliminate Longevity	\$495,000	Would need to be negotiated
All Departments	Eliminate Sick Payout	Not budgeted	@ \$250,000 - Would need to be negotiated
All Departments	Shift to Defined Contribution Retirement Plan	To be determined	For new hires

HUMAN SERVICES

Department	Item	Annual GF Savings	Notes
Health Dept.	Privatize Jail Medical	\$200,000	Eliminates up to 9 FTEs
Health Dept.	Close Dental Clinic	\$109,048	Total \$909,829 (12% GF)
Health Dept.	Close St. Lawrence Clinic	\$111,811	Total \$1,231,359 (9% GF)
Health Dept.	Close Otto Clinic	\$10,228	Total \$585,509 (2% GF)
Cooperative Extension	Eliminate Program	\$607,801	Eliminates 6 FTEs
Community Agencies	Eliminate All Funding	\$204,117	

JUDICIARY

Department	Item	Annual GF Savings	Notes
Circuit Court – Family Div.	Move Youth Center to Jail	\$243,511	Eliminates 4 positions. This is in addition to the \$638,348 in savings from closing a post of the Jail. Will also save the Child Care Fund \$121,197
Circuit Court Family Div.	Shift eligible General Fund Child Care Fund costs to Juvenile Justice Millage	\$200,000	

LAW ENFORCEMENT

Department	Item	Annual GF Savings	Notes
Sheriff	Close Jail Post (56 beds)	\$638,348	Eliminates 6 FTEs
Animal Control	Eliminate Shelter	\$263,138	Savings would be reduced by cost of contract for holding and disposal of animals. Eliminates @ 5 FTEs
Animal Control	Eliminate Enforcement	\$549,012	Eliminates @ 11 FTEs
Sheriff	Privatize Jail Kitchen	\$68,410	Eliminates 3 FTEs
Prosecuting Attorney	Eliminate Diversion Program - Contract for Reduced Services	\$145,000	Eliminates 2.5 FTEs
Sheriff	Eliminate Deputy due to Reduced Secondary Road Patrol Grant	\$81,225	Offsets \$72,326 in reduced revenue
Sheriff	Increase Inmate Phone Revenue	\$100,000	
Sheriff	Increase Inmate Billing Revenue	To be determined	
Sheriff	Eliminate Deputy	\$81,225	
Prosecuting Attorney	Eliminate Assistant Prosecuting Attorney	\$68,773	