

Maintenance Memorandum

Date: November 12, 1998

Subject: **FY 98-99 Interagency Agreement Between MJC and MDOT: Welcome Centers**

MDOT and the Michigan Jobs Commission have reached agreement on the operation of Michigan Welcome Centers for FY98-99. The Agreement should be signed within the next few weeks.

There are some significant changes which must be immediately implemented so we avoid having to handle "fixes".

The Michigan Jobs Commission Travel Michigan Division has been provided funding to cover virtually all costs associated with the welcome centers except parking lot/ramp snow removal, maintenance and traffic signs, and large capital expenditures. MJC is responsible for obtaining, having performed and paying for services to operate and maintain the welcome centers. Exceptions may arise and we will deal with them individually.

1. UTILITIES: All utilities (electric, gas, water, sewage, water testing, trash removal, etc.) shall be paid by MJC. The mailing name and address for these billings should be changed to MJC at the applicable welcome center. The welcome centers have been advised by MJC to have these changes made. You may want to contact the welcome center to ensure these changes are initiated. If you receive FY98-99 billings, forward them to the welcome center.

2. MAINTENANCE: MJC shall handle all ongoing care and maintenance of the welcome center facilities and grounds. They will obtain and pay for all services provided. MDOT will continue to assist in identifying appropriate vendors. MDOT may also choose to provide the service to MJC at MDOT's costs. Included in this are: mowing; snow removal on sidewalks/plazas; sidewalk/patio repair/replace; grounds fertilizing/spraying/pruning/plantings; external high level lighting; external water/sewage system; vendor services for repair/replacement/upgrades to welcome centers and grounds; small capital expenses.

3. MDOT's ROLE: MDOT shall work with the MJC to ensure the safety and integrity of the welcome centers. MJC shall coordinate with MDOT any significant changes to structures or the grounds to ensure the safety and integrity of the welcome center is maintained.

Note: In response to some Region requests, MDOT proposed to MJC that separate snow removal contracts be obtained and that MJC administer these contracts. MJC indicated that they are satisfied with the snow removal service currently being provided and see no reason to change the process. You may want to keep track of welcome center snow removal issues which arise this year so this issue can be revisited in next year's contract.

If you receive this memo directly from me on e-mail, I will send you a copy of the final Agreement. Others may obtain a copy of the Agreement by sending me an e-mail at "clarks". Please call me at 241-2919 if you have questions about the Agreement.

Susan K. Clark
Bureau of Finance and Administration

Attachment

"Interagency Agreement Between Michigan Jobs Commission and MDOT"; 5 pgs.

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MDOT NO 98-1335
AGENDA: DIR
MJC LOG 98-IA-021

INTERAGENCY AGREEMENT
BETWEEN
MICHIGAN JOBS COMMISSION
AND
MICHIGAN DEPARTMENT OF TRANSPORTATION

I. PURPOSE

This Interagency Agreement is entered into between the Michigan Department of Transportation (MDOT) and the Michigan Jobs Commission (MJC) to set forth certain understandings and intentions of the departments with respect to the administration and operation of the Michigan Welcome Center program.

This Interagency Agreement takes effect October 1, 1998, and will remain in effect until September 30, 1999, unless it is modified, according to Section X below. Another Interagency Agreement for the operation of the welcome centers will be negotiated for FY 99-00.

MDOT shall retain ultimate control over the Welcome Centers for determining all policy matters. Pursuant to this agreement, MDOT is contracting with MJC to administer the daily operation of the Welcome Centers.

All funds, goods, and services supplied by the MDOT to the MJC under this Interagency Agreement shall be devoted to transportation purposes, as provided in Const 1963 Art 9 Sec 9, except to the extent the MDOT is reimbursed the fair market value of the goods and services.

II. EMPLOYEES

The MJC shall employ staff to administer the daily operation of the Welcome Centers. The MDOT shall provide funds appropriated for the salaries and benefits for these employees, as contained in Section VIII of this Agreement.

III. REST AREAS

A. The MJC shall be responsible for the following:

1. Painting display cases and organizing rest area display case materials. Seasonal construction information and safety emergency information will be coordinated with the MDOT. Facility dedication plaques provided by the MDOT will be installed in the display cases by the MJC.
2. Contractual relationship with the Dodge Road Visitor Center to provide literature and oversight and quality control of travel information functions.

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B. The MDOT shall be responsible for the following:

1. Repairs to the display cases, including locks, glass, frames, and replacement due to deterioration. The MDOT will also paint the walls behind the display cases. The MDOT reserves the right to permanently remove display cases at rest areas.
2. The MDOT shall retain contractual authority over facility usage, event permits, and contract fee of the Dodge Road Visitor Center.

IV. WELCOME CENTERS

A. The MJC shall be responsible for the following:

1. Information services to the traveling public, including staffing, displays, promotions and marketing.
2. Administration of travel literature standards and review, warehousing and distribution.
3. Overall interior repairs, cosmetic modifications, grounds maintenance and daily custodial services for the Welcome Centers.
4. Administration of all maintenance and lease contracts pertaining to the operation of the Welcome Center program.
5. All services and supplies/equipment that support the operation of the Welcome Centers remain part of Travel Michigan.
6. Contractual relationship with Michigan Commission for the Blind for vending services.
7. Welcome Center electronic information systems, consistent with federal and state regulations.
8. Continue contracts or leases in operation for the public phones.
9. Coordinate with MDOT the installation, removal or modification of any permanent or semi-permanent structures exterior to the primary Welcome Center facilities.
10. Coordinate with the MDOT any significant modifications to the Welcome Center grounds, including the removal or addition of permanent plantings.
11. Coordinate with the MDOT the temporary closing of Welcome Center ramps and parking lots due to emergency situations.

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B. The MDOT shall be responsible for the following:

1. Approval of building structural modifications and construction of a new Welcome Center facility at Coldwater within the capital outlay authorization.
2. Assistance in providing the service or identifying vendors/contractors which are able to provide services/materials for the operation of the Welcome Centers.
3. Signs and markings on the entrance/exit ramps and parking areas consistent with the Michigan Manual of Uniform Traffic Control Devices.
4. Technical advice and onsite awareness training for Welcome Center maintenance functions, as requested.
5. Technical advice and service for existing traffic count hardware external to the building.
6. Ramp/parking lot snow removal according to Section VIII.
7. Coordinate with the MJC exterior facility and grounds changes to ensure the safety and integrity of the Welcome Centers.

V. FACILITY DEDICATIONS

The MDOT shall retain authority to dedicate Welcome Centers consistent with established standards and practices and shall be responsible for the installation and maintenance of external commemorative signs.

The MJC shall provide a space in the public area inside the Welcome Center for a plaque honoring the designee.

The MDOT and the Clare memorial fund will retain authority over and responsibility for the memorial at the Clare Welcome Center. The MJC will not provide maintenance to the memorial except daily removal of dirt and debris, weeding and snow removal. Any changes proposed by the MJC to the memorial marker, memorial plaza, or memorial statues shall be subject to approval by the MDOT. Donations to the memorial fund shall continue to be accepted at the Clare Welcome Center.

VI. LITERATURE FOR THE MDOT TRANSPORTATION SERVICE CENTERS (TSC)

The MJC and the MDOT will maintain a procedure whereby literature of general statewide interest and literature produced by regional/area/community tourism organizations is identified and made available to the MDOT Transportation Service Centers.

VII. TRANSPORTATION MAP

The MDOT and the MJC shall coordinate the annual delivery of one million Michigan transportation maps to the Welcome Center Literature Distribution Center. MDOT will provide Michigan transportation maps to the Welcome Center Literature Distribution Center in a timely manner ensuring sufficient quantities at each Welcome Center throughout the year.

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The MDOT will provide the MJC an appropriate quantity of unfolded transportation maps when the map is printed for use in the Welcome Centers.

VIII. PROGRAM FUNDING

A. The MDOT shall provide \$3,528,583 to MJC for the following expenditures:

- < Program staffing, including contract employees
- < Daily custodial services to the Welcome Centers, including cleaning, basic repairs, grounds maintenance, including snow removal on walkways and patios
- < All equipment/supplies to operate travel information and facility/grounds functions, i.e., maintenance supplies, household supplies, office supplies, mowers, snow removal, leased vehicles
- < Vendor services for repair/replacement/upgrades to the Welcome Centers and grounds
- < All materials for cosmetic repairs and grounds maintenance
- < Telephone/telecommunication expenses
- < Travel expenses
- < Labor for repairs
- < Grounds fertilizing/spraying/pruning/plantings
- < Utilities (gas, electric, water, water treatment/testing, sewage, trash)
- < External high level lighting
- < External water/sewage systems

B. The MDOT will maintain financial responsibility for literature warehousing and distribution in accordance with a separate Memorandum of Understanding. In an attempt to reduce costs, the MJC shall seek alternate methods for the warehousing and distribution of literature to the Welcome Centers. The MDOT reserves the right to assume responsibility for this service with 60 days notice to the MJC and the Department of Management and Budget.

- < Literature warehousing and distribution \$ 120,017
- < Literature shipping \$ 60,000

C. 1. The MDOT shall maintain responsibility for the following services and expenditures:

- < Parking lot/ramp surface maintenance/signs/markings \$ 20,000
- < Sidewalks/patios repair/replace
- < Essential capital outlay repairs/replacements of existing components

2. The MDOT shall provide and separately fund snow removal. The MDOT and the MJC may coordinate the issuance of separate snow removal contracts. The MDOT shall obtain and administer these contracts.

- < All parking lot/ramp snow removal \$ 104,000

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On the first of each month, MDOT will provide to MJC one twelfth of the annual appropriation for welcome center operations less amounts identified in Sections VIII B and C1 and funds designated for the Detroit Welcome Center (\$250,000). MDOT will have access to MAIN DAFR reports and MIDB which detail all expenditures made with these monies. For any expenditures not made for mutually agreed uses by MDOT and MJC for the welcome centers, MDOT and MJC will meet to resolve any outstanding expenditures prior to MDOT deducting the expenditure from the next month payment to MJC.

IX. OPERATING CRITERIA

The MJC shall administer the Welcome Centers and travel related functions in compliance with all applicable federal, state, and local regulations. A copy of any regulatory approvals and/or waivers sought and obtained by the MJC for operation of the Welcome Centers shall be provided to the MDOT.

The MJC shall operate and maintain the Welcome Centers in a manner to minimize potential liability and in a manner so as to avoid employee and/or public injury. In addition, the MJC will conduct its procedures and practices in a manner to minimize program liability and in a manner so as to avoid employee and/or public injury.

The public buildings to be operated by the MJC under this Interagency Agreement shall remain under the ownership and control of the MDOT for the purposes of M.C.L. 691.1406.

X. MODIFICATION

This Interagency Agreement may be modified, in writing, upon mutual agreement by both parties. The modification must be signed by the director of each department or his/her designee.

XI. SIGNATURES

This Interagency Agreement is entered into by the following representatives of each department:

s/ Doug Rothwell

2/3/99

Doug Rothwell
Chief Executive Officer
and Department Director
Michigan Jobs Commission

Date

s/ Greg Rosine

2/10/99

James DeSana
Director
Michigan Department of Transportation

Date