CALL TO ORDER

Chairperson Celentino called the November 13, 2018 Regular Meeting of the Ingham County Board of Commissioners to order at 6:30 p.m.

Members Present at Roll Call: Banas, Celentino, Crenshaw, Grebner, Hope, Maiville, Morgan, Naeyaert, Nolan, Tennis, Schafer, and Sebolt.

Members Absent: Anthony

A quorum was present.

PLEDGE OF ALLEGIANCE

Chairperson Celentino asked Richard Smith and Todd Carlisle to lead the Board of Commissioners in the Pledge of Allegiance.

TIME FOR MEDITATION

Chairperson Celentino asked those present to remain standing for a moment of silence or prayer.

APPROVAL OF THE MINUTES

Commissioner Crenshaw moved to approve the minutes of the October 23, 2018 meeting. Commissioner Maiville supported the motion.

The motion to approve the minutes carried unanimously. Absent: Commissioner Anthony.

ADDITIONS TO THE AGENDA

Chairperson Celentino stated without objection, substitute resolutions would be added for Agenda Item Nos. 18 and 23.

PETITIONS AND COMMUNICATIONS

AN EMAIL FROM COMMISSIONER ANTHONY RESIGNING HER POSITION ON THE INGHAM COUNTY BOARD OF COMMISSIONERS. Chairperson Celentino received the email with regret and placed on file.

A LETTER AND RESOLUTION FROM THE LIVINGSTON COUNTY PLANNING COMMISSION ADOPTING A NEW COUNTY MASTER PLAN. Chairperson Celentino placed the letter and resolution on file.

A NOTICE OF PUBLIC HEARING FROM THE CITY OF LANSING CONCERNING THE CAPITAL CITY MARKER REDEVELOPMENT PROJECT. Chairperson Celentino referred the notice to the Finance Committee.

A NOTICE OF PUBLIC HEARING FROM THE CITY OF LANSING CONCERNING THE METRO PLACE PARK BROWNFIELD REDEVELOPMENT PROJECT. Chairperson Celentino referred the notice to the Finance Committee.

A LETTER FROM MERIDIAN TOWNSHIP CONCERNING THE PROPOSED AMENDMENTS TO THE DDA DEVELOPMENT PLAN AND TAX INCREMENT FINANCING PLAN. Chairperson Celentino referred the letter to the Finance Committee.

Commissioner Crenshaw moved to suspend the rules and adopt the resolutions for Agenda Item Nos. 7 and 8. Commissioner Naeyaert supported the motion.
Introducing by Commissioners Crenshaw, Morgan, Banas, Celentino, Grebner, Hope, Nolan, Sebolt and Tennis of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPOINT DERRELL SLAUGHTER
AS COUNTY COMMISSIONER FOR DISTRICT 3

RESOLUTION # 18 – 454

WHEREAS, County Commissioner Sarah Anthony resigned as Ingham County Commissioner representing District 3 effective November 7, 2018; and

WHEREAS, pursuant to State statute, this Board of Commissioners is required to fill vacancies by appointment within thirty (30) days (MCL 46.412).

THEREFORE BE IT RESOLVED, that Derrell Slaughter is hereby appointed as County Commissioner representing District 3, to be effective immediately upon taking the required oath of office.

This resolution was adopted. The minutes for which are stated in Agenda Item No. 8.
NOVEMBER 13, 2018 REGULAR MEETING

ADOPTED – NOVEMBER 13, 2018
AGENDA ITEM NO. 8

Introduced by Commissioners Crenshaw, Morgan, Banas, Celentino, Grebner, Hope, Nolan, Sebolt and Tennis of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPOINT NATHAN TRIPLETT AS COUNTY COMMISSIONER FOR DISTRICT 9

RESOLUTION # 18 – 455

WHEREAS, County Commissioner Carol Koenig resigned as Ingham County Commissioner representing District 9 effective October 11, 2018; and

WHEREAS, pursuant to State statute, this Board of Commissioners is required to fill vacancies by appointment within thirty (30) days (MCL 46.412).

THEREFORE BE IT RESOLVED, that Nathan Triplett is hereby appointed as County Commissioner representing District 9, to be effective immediately upon taking the required oath of office.

Commissioner Crenshaw moved that the following amendment be made on each resolution:

Introduced by Commissioners Crenshaw, Anthony Morgan,

This was considered a friendly amendment.

The motion to adopt the resolutions, as amended, carried unanimously.

Clerk Byrum administered the Oath of Office to Derrell Slaughter.

Clerk Byrum administered the Oath of Office to Nathan Triplett.

Chairperson Celentino invited Commissioners Slaughter and Triplett to be seated.

The minutes should now reflect that Commissioners Slaughter and Triplett are now considered voting members of the Board of Commissioners.
LIMITED PUBLIC COMMENT

Richard Smith, concerned citizen, stated that he had a problem with the Tri-County Community Mental Health of Ingham, Eaton, and Clinton Counties’ Transitions program closing down. He further stated that they did not have a choice in the matter and it was not working.

Mr. Smith stated that this was a sad time.

CLARIFICATION/INFORMATION PROVIDED BY COMMITTEE CHAIR

None.

CONSIDERATION OF CONSENT AGENDA

Commissioner Naeyaert moved to adopt a consent agenda consisting of all action items. Commissioner Schafer supported the motion.

The motion carried unanimously.

Those agenda items that were on the consent agenda were adopted by unanimous roll call vote.

Items voted on separately are so noted in the minutes.
Introduction by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE THE SPECIAL AND ROUTINE PERMITS FOR THE INGHAM COUNTY ROAD DEPARTMENT

RESOLUTION #18 – 456

WHEREAS, as of July 23, 2013, the Ingham County Department of Transportation and Roads became the Ingham County Road Department per Resolution #13-289; and

WHEREAS, the Ingham County Road Commission periodically approved Special and Routine permits as part of their roles and responsibilities; and

WHEREAS, this is now the responsibility of the Board of Commissioners to approve these permits as necessary.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the attached list of Special and Routine Permits dated October 23, 2018 as submitted.

COUNTY SERVICES: **Yea**: Nolan, Grebner, Celentino, Sebolt, Nacyaert, Maiville

**Nays**: None **Absent**: Hope **Approved 11/08/2018**

Adopted as a part of the consent agenda.
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<th>R/W PERMIT#</th>
<th>R/W APPLICANT / CONTRACTOR</th>
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<td>MAIN ST &amp; WARREN AVE</td>
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Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION HONORING JILL RHODE ON THE EVENT OF HER RETIREMENT

RESOLUTION # 18 – 457

WHEREAS, Jill Rhode began her career with the Ingham County Financial Services Department on August 13, 2008; and

WHEREAS, Jill joined Ingham County after distinguished service to the Cities of Lansing and Midland; and

WHEREAS, during her years of service to Ingham County, she has provided outstanding leadership and her ability to work well with elected officials, department heads and employees has played a vital role in the effective, efficient operation of Ingham County government, earning her the respect of county officials, colleagues state-wide and all those around her; and

WHEREAS, Jill has helped to guide the County through several very challenging budget cycles by sharing her understanding of public finance and her ability to maintain compliance with generally accepted accounting principles, Government Accounting Standards Board rules and many statutory requirements; and

WHEREAS, through Jill’s leadership, Ingham County has been awarded the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting in each year of Jill’s employment with Ingham County; and

WHEREAS, Jill has willingly lent her talents to other government endeavors such as the State Child Care Fund and the East Lansing Financial Health Team for the sole purpose of advancing sound fiscal management; and

WHEREAS, Jill consistently applied ethical standards in fulfillment of her assigned responsibilities which serves as an example for all Ingham County employees; and

WHEREAS, after a stellar 35-year career and 10 years of dedicated service to Ingham County, Jill has elected to retire from her position as Financial Services Director.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby honors Jill Rhode for her dedication and commitment to the County of Ingham and extends its sincere appreciation for the many contributions she has made to the citizens of Ingham.

BE IT FURTHER RESOLVED that the Board of Commissioners extends its best wishes to Jill and hopes for continued success in all of her future endeavors.
COUNTY SERVICES: **Yea**: Nolan, Grebner, Celentino, Sebolt, Naeyaert, Maiville  
**Nays**: None  
**Absent**: Hope  
**Approved**: 11/08/2018

Adopted as a part of the consent agenda.
NOVEMBER 13, 2018 REGULAR MEETING

ADOPTED – NOVEMBER 13, 2018
AGENDA ITEM NO. 11

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION APPOINTING ROBERT L. FRANCIS AS COUNTY GRANT ADMINISTRATOR FOR THE INGHAM COUNTY REMONUMENTATION PROJECT

RESOLUTION # 18 – 458

WHEREAS, as required by Act 345, P.A. 1990, a condition of receiving annual grant funds to implement the County Monumentation and Remonumentation Plan is that the County appoint a County Grant Administrator; and

WHEREAS, at their April 12, 2016 meeting, by Resolution #16-131, the Ingham County Board of Commissioners appointed Douglas A. Stover for the related services of County Grant Administrator as required by Act 345, P.A. 1990; and

WHEREAS, on July 31, 2018 Douglas A. Stover retired from his position as Equalization Director of Ingham County.

THEREFORE BE IT RESOLVED, upon the respectful recommendation of the Ingham County Remonumentation Committee, the Ingham County Board of Commissioners appoint Robert L. Francis, Equalization Deputy Director, for the related services of County Grant Administrator as required by Act 345, P.A. 1990.

COUNTY SERVICES: Yeas: Nolan, Grebner, Celentino, Sebolt, Naeyaert, Maiville
Nays: None Absent: Hope Approved 11/08/2018

FINANCE: Yeas: Grebner, Crenshaw, Tennis, Morgan, Schafer
Nays: None Absent: Anthony Approved 11/07/2018

Adopted as a part of the consent agenda.
NOVEMBER 13, 2018 REGULAR MEETING

ADOPTED – NOVEMBER 13, 2018
AGENDA ITEM NO. 12

Introduced by County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE RENEWAL OF SUPPORT FROM CORE TECHNOLOGY

RESOLUTION # 18 – 459

WHEREAS, Core Technology is the company that provides support for the MultiBridge and Talon software used by our Sheriff’s Office and patrol cars; and

WHEREAS, ongoing support is critical to ensuring that we have no disruption of service to our law enforcement personnel; and

WHEREAS, the current contract expires on 11/30/2018; and

WHEREAS, the funds are available in the current budgeted year.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize the renewal of support from Core Technology in the amount not to exceed $5,307.00.

BE IT FURTHER RESOLVED, that the total cost will be paid out of the County’s Innovation and Technology Department’s LOFT Fund #636-25820-932050.

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

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

COUNTY SERVICES: Yeas: Nolan, Grebner, Celentino, Sebolt, Naeyaert, Maiville
Absents: None  Absent: Hope  Approved 11/08/2018

FINANCE: Yeas: Grebner, Crenshaw, Tennis, Morgan, Schafer
Absents: None  Absent: Anthony  Approved 11/07/2018

Adopted as a part of the consent agenda.
Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE THE PURCHASE OF CYBERARK ENDPOINT PRIVILEGE MANAGER FROM CDW-G

RESOLUTION # 18 – 460

WHEREAS, Ingham County has increased security on end-point computers; and

WHEREAS, the increased security has caused problems with the function of several software packages utilized by the County; and

WHEREAS, a search was initiated to identify solutions to the problems caused by tightened security; and

WHEREAS, several prospective solutions were considered with Endpoint Privilege Manager by CyberArk being determined to be the most appropriate solution; and

WHEREAS, this expenditure has been planned for and budgeted and will alleviate the inefficiencies caused by elevated security practices.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize the purchase of CyberArk Endpoint Privilege Manager from CDW-G in the amount not to exceed $40,417.02.

BE IT FURTHER RESOLVED, the total cost will be paid from the Innovation and Technology’s Network Fund (#636-25810-932032).

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

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

COUNTY SERVICES:  Yeas: Nolan, Grebner, Celentino, Sebolt, Naeyaert, Maiville
                      Nays: None   Absent: Hope   Approved 11/08/2018

FINANCE:  Yeas: Grebner, Crenshaw, Tennis, Morgan, Schafer
           Nays: None   Absent: Anthony   Approved 11/07/2018

Adopted as a part of the consent agenda.
Introduce by County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO RENEW THE CONTRACT FOR CELL PHONE SERVICES FROM VERIZON

RESOLUTION # 18 – 461

WHEREAS, the State of Michigan has recently renegotiated its contract with Verizon under MiDeal; and

WHEREAS, the new plan continues the best features of the old plan while adding in new benefits like unlimited minutes and first responder priority access; and

WHEREAS, this new plan recognizes a savings of an estimated $29,000.00 over current contract rates; and

WHEREAS, Innovation & Technology is recommending we switch to the new MiDeal contract to realize these benefits and savings.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize the continuation of the cell phone service from Verizon at the new rates for a period of 5 years.

BE IT FURTHER RESOLVED, that the total cost will be spread to various departments based on usage as per current practice.

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

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

COUNTY SERVICES:  Yeas: Nolan, Grebner, Celentino, Sebolt, Naeyaert, Maiville
Nays: None  Absent: Hope  Approved 11/08/2018

FINANCE:  Yeas: Grebner, Crenshaw, Tennis, Morgan, Schafer
Nays: None  Absent: Anthony  Approved 11/07/2018

Adopted as a part of the consent agenda.
Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH LANSING TILE & MOSAIC, INC. TO REPLACE THE FLOORING IN THE WOMEN’S HEALTH TWO LOBBY AREAS AND HALLWAY

RESOLUTION# 18 – 462

WHEREAS, the flooring in the lobby areas and hallway of the Women’s Health is old and past its useful life; and

WHEREAS, over the years carpet is worn and in need of replacement; and

WHEREAS, Lansing Tile & Mosaic, Inc., an authorized installer, will remove and dispose of existing flooring, prep, furnish and install vinyl flooring and cove base; and

WHEREAS, Lansing Tile and Mosaic, Inc. is on the state contract therefore, three quotes are not required; and

WHEREAS, Lansing Tile and Mosaic, Inc. submitted a bid amount of $9,870.00; and

WHEREAS, funds for said services are located within the approved CIP Line Item #245-60199-931000-5FC09 for the Women’s Health flooring replacement.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby authorizes an agreement with Lansing Tile & Mosaic, Inc., an authorized installer, 2210 Apollo Drive, Lansing, Michigan, 48906, to install new tile flooring in the Women’s Health lobby areas and hallway, under the State of Michigan contract, for the cost of $9,870.00.

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

COUNTY SERVICES: Yeas: Nolan, Grebner, Celentino, Sebolt, Naeyaert, Maiville
        Nays: None    Absent: Hope    Approved 11/08/2018

FINANCE: Yeas: Grebner, Crenshaw, Tennis, Morgan, Schafer
        Nays: None    Absent: Anthony    Approved 11/07/2018

Adopted as a part of the consent agenda.
Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING A PURCHASE ORDER TO VIDCOM SOLUTIONS FOR THE INSTALLATION OF CARD SWIPES ON THE SECOND FLOOR JUDICIAL HALLWAY STAIRWELL AT THE VETERANS MEMORIAL COURTHOUSE (VMC)

RESOLUTION # 18 – 463

WHEREAS, two additional card swipes are needed one in the north stairwell and one in the south stairwell on the second floor judicial hallway to enhance security; and

WHEREAS, it’s the recommendation of the Facilities Department to issue a purchase order to Vidcom Solutions, a registered local vendor who submitted the only bid of $4,979.52; and

WHEREAS, funds for this project are available through the Liability Insurance Fund with 50% of this project to be reimbursed from the Risk Avoidance Program Grant authorized through Michigan Municipal Risk Management Authority.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes issuing a purchase order to Vidcom Solutions, 15559 South US-27, Lansing, Michigan 48906, for the installation of two new card swipes to provide access control on the VMC second floor judicial hallway stairwell doors for a total cost of $4,979.52.

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

COUNTY SERVICES: Yeas: Nolan, Grebner, Celentino, Sebolt, Naeyaert, Maiville
Nays: None Absent: Hope Approved 11/08/2018

FINANCE: Yeas: Grebner, Crenshaw, Tennis, Morgan, Schafer
Nays: None Absent: Anthony Approved 11/07/2018

Adopted as a part of the consent agenda.
NOVEMBER 13, 2018 REGULAR MEETING

ADOPTED – NOVEMBER 13, 2018
AGENDA ITEM NO. 17

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AGREEMENTS TO PARTICIPATE IN A SELF-FUNDED PRESCRIPTION DRUG PLAN

RESOLUTION # 18 – 464

WHEREAS, it is a goal of the Ingham County Board of Commissioners Strategic Plan to maintain and enhance County fiscal health to ensure delivery of services to residents; and

WHEREAS, one strategy to attain the Board goal is to identify efficiencies through regional collaboration, consolidation and service sharing that promotes accountability, transparency and controlling costs; and

WHEREAS, participation in a regional self-funded prescription drug plan will likely have a significant positive impact on the cost of the prescription drug benefit offered to county employees; and

WHEREAS, the cost of specialty medications can be substantially lowered through carrier incentive programs offered under the self-funded model, and will result in reduced out-of-pocket costs to employees.

THEREFORE BE IT RESOLVED, that the Board of Commissioners hereby authorizes agreements with MaxorPlus, Ltd. to provide pharmacy benefit management services; Advanced Benefit Solutions for pricing support services; and Rx Reins to provide aggregate stop-loss coverage.

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

BE IT FURTHER RESOLVED, that the Board Chairperson is authorized to sign any contract documents consistent with this resolution and approved as to form by the County Attorney.

COUNTY SERVICES: Yeas: Nolan, Grebner, Celentino, Sebolt, Naeyaert, Maiville
   Nays: None    Absent: Hope     Approved 11/08/2018

FINANCE: Yeas: Grebner, Crenshaw, Tennis, Morgan, Schafer
   Nays: None    Absent: Anthony    Approved 11/07/2018

Adopted as a part of the consent agenda.
Introduced by the Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE ADDITIONAL PAYMENT TO PLANTE MORAN FOR PREPARATION OF THE 2018 COMPREHENSIVE ANNUAL FINANCIAL REPORT

RESOLUTION # 18 – 465

WHEREAS, Ingham County has contracted with Plante Moran to conduct the audit for 2018; and

WHEREAS, staffing changes are occurring in the Financial Services Department including the retirement of the director; and

WHEREAS, the County believes it will not have the resources or expertise to prepare the 12/31/18 comprehensive annual financial report in-house and will need to contract with Plante Moran for preparation of the report; and

WHEREAS, Plante Moran has agreed to perform this service for the 2018 report at a cost of $12,500.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an additional payment of $12,500 to Plante Moran for preparation of the 12/31/18 Comprehensive Annual Financial Report.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make any necessary budget adjustments to the 2019 budget.

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

FINANCE: Yea: Grebner, Crenshaw, Tennis, Morgan, Schafer  
Nays: None  Absent: Anthony  Approved 11/07/2018

Adopted as a part of the consent agenda.
NOVEMBER 13, 2018 REGULAR MEETING

ADOPTED – NOVEMBER 13, 2018
AGENDA ITEM NO. 19

Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION MAKING APPOINTMENTS TO THE
COMMUNITY HEALTH CENTER BOARD

RESOLUTION # 18 – 466

WHEREAS, several vacancies exist on the Community Health Center Board; and

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

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

Hope Lovell, 8201 Corrison Rd, Grand Ledge, 48837
Amy Fountain, 3200 S. Washington Ave, #514, Lansing, 48910
Daphine Whitfield, 3715 Delta River Dr, Lansing, 48906

to the Community Health Center Board to terms expiring December 31, 2019, and appoints

Katreva Bisbee, 437 Spector Rd, #1022, Lansing, 48917
Robert Stark, 1800 Nemoke Trl, Haslett, 48840
Ramona Borowicz, 901 Riverview Dr, Alma 48801

to the Community Health Center Board to terms expiring December 31, 2020.

BE IT FURTHER RESOLVED, that the residency requirement is hereby waived for Hope Lovell, Katreva Bisbee and Ramona Borowicz.

HUMAN SERVICES:  Yeas: Banas, Tennis, Sebolt, Morgan
Nays: None  Absent: Nolan, Naeyaert  Approved 11/05/2018

 Adopted as a part of the consent agenda.
NOVEMBER 13, 2018 REGULAR MEETING

ADOPTED – NOVEMBER 13, 2018
AGENDA ITEM NO. 20

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING 2019 AGREEMENTS FOR COMMUNITY AGENCIES

RESOLUTION # 18 – 467

WHEREAS, the 2019 Ingham County Budget has been approved by the Board of Commissioners; and

WHEREAS, under the Community Agency Program a number of agencies have been allocated funds to provide important services that are consistent with the County’s Strategic Planning objective to Ingham County residents; and

WHEREAS, the 2019 budget includes $200,000 allocated for community agencies; and

WHEREAS, the Controller/Administrator has provided recommended funding levels for each agency that were determined using the criteria set forth in Resolution #18-258.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby directs the County Attorney to draft contracts for the period of January 1, 2019 through December 31, 2019, in the amount specified for each community agency listed on the attached, for the services to Ingham County residents previously approved by the Human Services and Finance Committees.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to transfer up to $8,550 from the 2019 contingency fund to the community agency fund.

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

HUMAN SERVICES: Yeas: Banas, Tennis, Sebold, Morgan
Nays: None Absent: Nolan, Naeyaert Approved 11/05/2018

FINANCE: Yeas: Grebner, Crenshaw, Tennis, Morgan, Schafer
Nays: None Absent: Anthony Approved 11/07/2018

Adopted as a part of the consent agenda.
<table>
<thead>
<tr>
<th>Organization</th>
<th>Program</th>
<th>2018 Amt. Received</th>
<th>2019 Request</th>
<th>2019 Controller Recommended</th>
<th>2019 Human Services Recommended</th>
<th>2019 Finance Recommended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advent House Ministries, Inc.</td>
<td>To provide resources and food to those in need</td>
<td>$5,000</td>
<td>$15,000</td>
<td>$15,000</td>
<td>$15,000</td>
<td>$15,000</td>
</tr>
<tr>
<td>Boys &amp; Girls Club of Lansing</td>
<td>To serve lunch to youth ages 6-18 at the Boys &amp; Girls Club of Lansing during the summer and snacks to youth after school</td>
<td>$5,200</td>
<td>$5,200</td>
<td>$5,200</td>
<td>$5,200</td>
<td>$5,200</td>
</tr>
<tr>
<td>Capital Area Community Services, Inc.</td>
<td>To provide direct home heating assistance for low income individuals and families in rural Ingham County</td>
<td>N/A</td>
<td>$10,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Capital Area Housing - Ballentine</td>
<td>To address the needs of low-income and homeless populations by assisting residents to identify and evaluate obstacles and build plans for long-term housing stability</td>
<td>$8,000</td>
<td>$20,000</td>
<td>$8,000</td>
<td>$8,000</td>
<td>$8,000</td>
</tr>
<tr>
<td>Capital Area Housing - Tuesday Toolmen</td>
<td>To provide free home repairs and modifications to help people remain safely in their homes</td>
<td>$3,800</td>
<td>$5,000</td>
<td>$3,800</td>
<td>$3,800</td>
<td>$3,800</td>
</tr>
<tr>
<td>Capital Area United Way</td>
<td>To increase the college attainment rate of students, particularly those who are low-income, first generation, and of color through developing a college going culture and school-based support for college readiness, participation, and completion</td>
<td>$10,000</td>
<td>$10,000</td>
<td>$10,000</td>
<td>$10,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>Cristo Rey Community Center Community Kitchen</td>
<td>To serve daily meals to individuals of the community in a safe, respectful environment</td>
<td>$4,250</td>
<td>$4,250</td>
<td>$4,250</td>
<td>$4,250</td>
<td>$4,250</td>
</tr>
<tr>
<td>Cristo Rey Community Center Direct Assistance Food Pantry Program</td>
<td>To provide residents with a week's worth of groceries, including hygienic products and necessities year-round</td>
<td>$9,000</td>
<td>$9,000</td>
<td>$9,000</td>
<td>$9,000</td>
<td>$9,000</td>
</tr>
<tr>
<td>Cristo Rey Community Center Prescription Assistance</td>
<td>To provide efficient assistance and advocacy in acquiring prescription medications that are critical for the prevention and treatment of medical conditions and illnesses</td>
<td>$6,750</td>
<td>$6,750</td>
<td>$6,750</td>
<td>$6,750</td>
<td>$6,750</td>
</tr>
<tr>
<td>Edgewood Village Non-Profit Housing Corp</td>
<td>To provide, produce, and educate growing, distribution, and nutrition education</td>
<td>N/A</td>
<td>$6,147</td>
<td>$3,100</td>
<td>$3,100</td>
<td>$3,100</td>
</tr>
<tr>
<td>EVE, Inc.</td>
<td></td>
<td>$16,000</td>
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</tr>
<tr>
<td>Gateway Community Services - Child &amp; Family Services</td>
<td>To provide food, clothing, shelter, and hygiene products, crisis intervention, counselling, and independent living skills to homeless, runaway, at-risk, and street youths ages 12-21 in Ingham County</td>
<td>$15,300</td>
<td>$22,000</td>
<td>$15,300</td>
<td>$15,300</td>
<td>$15,300</td>
</tr>
<tr>
<td>Organization</td>
<td>Program</td>
<td>2018 Amt. Received</td>
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</tr>
<tr>
<td>Greater Lansing Food Bank</td>
<td>To improve the food security of low-income families and individuals in the mid-Michigan region through gardening</td>
<td>$11,500</td>
<td>$20,000</td>
<td>$11,500</td>
<td>$11,500</td>
<td>$11,500</td>
</tr>
<tr>
<td>Greater Lansing Homeless Resolution Group</td>
<td>To host an outreach event for the homeless to offer resources and allow them to connect with and receive immediate assistance</td>
<td>N/A</td>
<td>$15,000</td>
<td>$7,500</td>
<td>$7,500</td>
<td>$7,500</td>
</tr>
<tr>
<td>Habitat for Humanity</td>
<td>To help low-income homeowners afford projects like replacing windows, doors, gutters, and roofs; porch repairs; ramps; and exterior painting</td>
<td>$2,500</td>
<td>$20,000</td>
<td>$2,500</td>
<td>$2,500</td>
<td>$2,500</td>
</tr>
<tr>
<td>Haven House</td>
<td>To provide food for breakfast, lunch, and dinner as well as beverages to the homeless families of Haven House</td>
<td>$13,500</td>
<td>$15,000</td>
<td>$13,500</td>
<td>$13,500</td>
<td>$13,500</td>
</tr>
<tr>
<td>Lansing Area AIDS Network</td>
<td>To provide direct client assistance in the form of a food pantry, housing, utilities, medical/mental health assistance, and transportation for HIV/AIDS individuals with LAAN</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Leslie Outreach, Inc.</td>
<td>To serve low-income residents of the Leslie Public School District with food bank assistance, transportation, education, and community-donated household items</td>
<td>$1,400</td>
<td>$1,400</td>
<td>$1,400</td>
<td>$1,400</td>
<td>$1,400</td>
</tr>
<tr>
<td>Listening Ear</td>
<td>To offer well trained, para-professional services with empathy and crisis intervention skills to help callers through their crisis through distress reduction, feelings de-escalation, future plans, and to work toward resolving the issue</td>
<td>$2,000</td>
<td>$2,000</td>
<td>$2,000</td>
<td>$2,000</td>
<td>$2,000</td>
</tr>
<tr>
<td>Mid-Michigan Recovery Service</td>
<td>To provide long-term transitional shelter housing services to homeless and indigent men with diagnosed substance abuse disorders who have experienced challenges in securing safe, affordable housing options</td>
<td>$6,450</td>
<td>$20,000</td>
<td>$6,500</td>
<td>$6,500</td>
<td>$6,500</td>
</tr>
<tr>
<td>MSU Safe Place</td>
<td>To provide services related to basic needs of survivors of domestic violence and stalking, including their minor children, specifically food and supplies, advocacy assistance funds, and shelter telephone service</td>
<td>$12,500</td>
<td>$12,900</td>
<td>$12,500</td>
<td>$12,500</td>
<td>$12,500</td>
</tr>
<tr>
<td>Organization</td>
<td>Program</td>
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</tr>
<tr>
<td>Northwest Initiative</td>
<td>To reduce and eliminate substance abuse with emphasis on opioids by helping clients navigate the system to reduce barriers that brought them to the criminal justice system</td>
<td>$10,000</td>
<td>$10,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Refugee Development Center</td>
<td>To help at-risk refugees and immigrants in Ingham County who are in need of food, clothing, and the necessary resources to obtain such supplies or their own</td>
<td>$8,500</td>
<td>$10,000</td>
<td>$8,500</td>
<td>$8,500</td>
<td>$8,500</td>
</tr>
<tr>
<td>RSVP</td>
<td>To recruit, train, monitor, &amp; reimburse mileage for volunteers to provide medical driving for older adults</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Rural Family Services of Ingham County</td>
<td></td>
<td>$14,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Southside Community Coalition</td>
<td>To provide after school programs-healthy snacks to children, monthly lunches for seniors, bi-weekly food distribution to families, summer camp breakfasts to children, and breakfast and lunch to children of the No School Days program</td>
<td>$6,500</td>
<td>$10,000</td>
<td>$6,500</td>
<td>$6,500</td>
<td>$6,500</td>
</tr>
<tr>
<td>Southside Community Kitchen</td>
<td>To provide well balanced meals to citizens in need free of cost</td>
<td>$3,500</td>
<td>$3,500</td>
<td>$3,500</td>
<td>$3,500</td>
<td>$3,500</td>
</tr>
<tr>
<td>St. Vincent Catholic Charities</td>
<td>To provide classes for resettled refugees including topics such as home purchasing/home maintenance, small business development, academic ESOL, &amp; computer literacy</td>
<td>$4,500</td>
<td>$10,000</td>
<td>$4,500</td>
<td>$4,500</td>
<td>$4,500</td>
</tr>
<tr>
<td>Stockbridge Community Outreach</td>
<td>To provide a utility shut-off prevention fund for clients</td>
<td>$4,500</td>
<td>$6,000</td>
<td>$4,500</td>
<td>$4,500</td>
<td>$4,500</td>
</tr>
<tr>
<td>Tri-County Office on Aging</td>
<td>To provide a 24-hour year-round emergency response system that provides seniors experiencing crises that impact basic needs</td>
<td>$4,500</td>
<td>$6,000</td>
<td>$4,500</td>
<td>$4,500</td>
<td>$4,500</td>
</tr>
<tr>
<td>WAI-IAM Care Unit</td>
<td>To provide a housing for WAI-IAM Care residents, including utilities and household supplies</td>
<td>$4,500</td>
<td>$5,000</td>
<td>$4,500</td>
<td>$4,500</td>
<td>$4,500</td>
</tr>
<tr>
<td>WAI-IAM Drug &amp; Alcohol Testing</td>
<td>To conduct random testing of all members of the RISE Community multiple times per month/week/day to keep RISE homes free from drugs and alcohol</td>
<td>N/A</td>
<td>$4,500</td>
<td>$2,250</td>
<td>$2,250</td>
<td>$2,250</td>
</tr>
<tr>
<td>WAI-IAM Recovery Community</td>
<td>To provide housing for recovering addicts by providing support for health, home, purpose, and community</td>
<td>$10,500</td>
<td>$11,000</td>
<td>$10,500</td>
<td>$10,500</td>
<td>$10,500</td>
</tr>
<tr>
<td>Organization</td>
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</tr>
<tr>
<td>YMCA of Lansing</td>
<td>To serve students in families who have been adversely affected by the current economic climate by providing meals during meetings &amp; referring participants' families to local agencies</td>
<td>$1,500</td>
<td>$4,500</td>
<td>$1,500</td>
<td>$1,500</td>
<td>$1,500</td>
</tr>
</tbody>
</table>

$310,147
TOTAL: $208,550  $208,550  $208,550
NOVEMBER 13, 2018 REGULAR MEETING

ADOPTED – NOVEMBER 13, 2018
AGENDA ITEM NO. 21

Introduced by the Human Services and Finance Committees of the: INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT FOR MICHIGAN STATE UNIVERSITY EXTENSION SERVICES BETWEEN MICHIGAN STATE UNIVERSITY AND INGHAM COUNTY APPROVING THE ANNUAL WORK PLAN FOR 2019

RESOLUTION # 18 – 468

WHEREAS, Michigan State University Extension (MSUE), in collaboration with Ingham County are committed to helping people improve their lives through initiatives in four Extension Educational Program Institutes; and

WHEREAS, MSUE will provide access to educators appointed to the four Institutes and MSU faculty affiliated with each Institute to deliver core programs; and

WHEREAS, MSUE will provide administrative oversight of operating expenses for educators, 4-H coordinators, and other MSUE program staff and faculty who provide programming to counties; and

WHEREAS, the Ingham County Board of Commissioners will provide office space for a County Extension office, including utilities, telephone and access to high speed internet; and

WHEREAS, the Ingham County Board of Commissioners will provide clerical staff for the Extension office that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, internet and media; and

WHEREAS, the parties will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination.

THEREFORE BE IT RESOLVED, the Board of Commissioners authorizes entering into the attached annual Work Plan that includes a county assessment of $213,463 with MSU Extension for the period of January 1, 2019 through December 31, 2019 for delivery of Extension services and education.

BE IT FURTHER RESOLVED, the Ingham County Board of Commissioners authorizes the Board Chairperson to sign any necessary contract/placement documents that are consistent with this resolution and approved as to form by the County Attorney.
NOVEMBER 13, 2018 REGULAR MEETING

HUMAN SERVICES:  **Yea**: Banas, Tennis, Sebolt, Morgan
  **Nays**: None  **Absent**: Nolan, Naeyaert  **Approved 11/05/2018**

FINANCE:  **Yea**: Grebner, Crenshaw, Tennis, Morgan, Schafer
  **Nays**: None  **Absent**: Anthony  **Approved 11/07/2018**

Adopted as a part of the consent agenda.
AGREEMENT FOR EXTENSION SERVICES

This AGREEMENT FOR EXTENSION SERVICES ("Agreement") is entered into on ________________ by and between Ingham County, Michigan ("County"), and the BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY ("MSU") on behalf of MICHIGAN STATE UNIVERSITY EXTENSION ("MSUE").

The United States Congress passed the Smith-Lever Act in 1914 creating a National Cooperative Extension System and directed the nation’s land grant universities to oversee its work; and,

MSUE helps people improve their lives by bringing the vast knowledge resources of MSU directly to individuals, communities and businesses; and,

For more than 100 years, MSUE has helped grow Michigan’s economy by equipping Michigan residents with the information needed to do their jobs better, raise healthy and safe families, build their communities and empower our children to succeed; and,

It is the mission of MSUE to help people improve their lives through an educational process that applies knowledge to critical issues, needs and opportunities; and,

MSUE meets this mission by providing Extension educational programs in the following subject matter areas:

- Agriculture & Agribusiness
- Children & Youth Development, including 4-H
- Health & Nutrition
- Community & Economic Development, Natural Resources

NOW THEREFORE in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto mutually agree as follows:

A. MSUE will provide:

1. Access to programs in all four MSUE Institutes to residents in your County. This includes access to educators and program instructors appointed to the Institutes and MSU faculty affiliated with each Institute to deliver core programs.

2. Extension Educators and program staff as needed to implement programs within the County, housed at the county office.

3. A county 4-H program. 1.5 FTE 4-H Program Coordination.


5. Operating expenses, per MSU policy, for MSUE personnel ("Personnel").
6. Supervision of MSU-provided academic and paraprofessional staff. Supervision of county employed clerical staff and/or other county employed staff, upon request.

7. Administrative oversight of MSUE office operations.

8. An annual report of services provided to the residents of the County during the term of this Agreement, including information about audiences served, and impact of Extension programs in the County.

B. The County will Provide:

1. An annual assessment that will be charged to the county and administered by MSUE. The assessment will help fund Extension services for the County, including operating expenses for certain Extension personnel and the operation of the County 4-H program.

2. Office and meeting space meeting the following requirements:
   a. Sufficient Office space to house Extension staff as agreed upon between the County and the MSUE District Coordinator.
   b. Utilities, including telephone & telephone service sufficient to meet the needs of Personnel utilizing the MSUE office space.
   c. High-speed Internet service sufficient to meet the needs of Personnel utilizing the MSUE office space.
   d. Access to space for delivering Extension programs.
   e. Access to the office building and relevant meeting spaces must be ADA compliant/accessible

3. Clerical support staff for the MSUE office as agreed upon between the County and MSUE District Coordinator that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, Internet and media. The clerical support staff will be either a County employed clerical staff, or the County will provide funding for an MSUE employed clerical staff.

   2 FTE County employed Clerical Support Staff

Optional:

4. Funding for additional Extension educators at $51,347. (0.5 FTE * $102,695,) assigned to County and reporting to Agriculture and Agribusiness Institute.

5. Funding for additional 4-H program capacity 0.5 FTE

6. Funding for additional paraprofessional(s) at 0 FTE
7. Total Annual Assessment in the amount of $213,463.

Payments due and payable under the terms of this Agreement shall be made on the first of
the month, of the first month, in each quarter of the county fiscal year, unless otherwise
requested and agreed as provided below.

Payment mailing address: MSU Extension Business Office, Justin S Morrill Hall of
Agriculture, 446 W Circle Drive, Room 160, East Lansing, MI 48824

C. Staffing and Financial Summary
   A. Base Assessment (Includes 1.5 FTE 4-H Program Coordination)$130,385.

   ADDITIONAL PERSONNEL
   B. 0 FTE Clerical Support Staff to be employed by MSU $0.
   C. 0.5 FTE Educator (Program Area: Horticulture) $51,347.
   D. 0.5 FTE Additional 4-H Program Coordination $31,731.
   E. 0 FTE Additional paraprofessional staff $0.

TOTAL COUNTY ASSESSMENT PAYABLE TO MSU FOR FY 2019: $213,463.

I. Term and Termination

The obligations of the parties under this Agreement will commence on January 1, 2019 the first
day of the County budget year 2019 and shall terminate on the last day of such County budget
year 2019. Either party to this Agreement may terminate the Agreement, with or without
cause, with 120 days written notice delivered to Michigan State University Extension, Justin S.
Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, MI 48824 if to MSUE
and delivered to Ingham County Administrator’s Office, 241 S Jefferson, PO Box 319, Mason,
Michigan 48854, if to the County.

II. General Terms

1. Independent Contractor. The University is an Independent contractor providing services to the
   County. The County and MSU do not have the relationship of legal partners, joint venturers,
   principals or agents. Personnel have no right to any of County’s employee benefits.

2. Force Majeure. Each party will be excused from the obligations of this agreement to the extent
   that its performance is delayed or prevented by circumstances (except financial) reasonably
   beyond its control, including, but not limited to, acts of government, embargoes, fire, flood,
   explosions, acts of God, or a public enemy, strikes, labor disputes, vandalism, or civil riots.

3. Assignment. This agreement is non-assignable and non-transferable.
4. **Entire Agreement.** This Agreement, with its Appendix “A” is the entire agreement between MSU and the County. This Agreement supersedes all previous agreements, for the subject matter of this Agreement. The Agreement can only be modified in writing, signed by both MSU and the County.

5. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of MSU and the County and does not create any benefit or right for any other person, including residents of the County.

6. **Indemnification:** Without waiving any claim of governmental immunity, each party will protect, defend and indemnify the other and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including the other party’s own employees, or from loss or damage to any property, including property owned or in the care, custody or control of the other party, arising out of the negligence or willful misconduct of the indemnifying party or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of the parties will survive any termination of this Agreement or completion of parties’ performance under this Agreement.

7. **Nondiscrimination:** The parties will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Neither party will discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor prohibited by applicable law.

The individuals signing below each have authority to bind MSU and the County, respectively.

**BOARD OF TRUSTEES OF**
**MICHIGAN STATE UNIVERSITY**

By: _______________________________

Evonne Pedawi
Contract & Grant Administration

Its: _______________________________

Date: _______________________________

**Ingham COUNTY**

By: _______________________________

Print name: _______________________________

Its: _______________________________

(title)

Date: _______________________________
Appendix A

Technical Standards for County Internet Connections

Michigan State University Extension (MSUE) employs the use of technology to meet the ever-changing needs of our constituents. We strive to utilize standard, enterprise tools when appropriate, but also recognize the need to evolve with the times and utilize innovative tools to reach a broad array of people.

MSUE does support and encourage the use of technologies that others may not, including social media applications. We view communication with our constituents through channels such as Facebook, Twitter, and Second Life to be critical to our work. MSUE staff are required to follow the MSU Acceptable Use Policy (AUP) https://tech.msu.edu/about/guidelines-policies/aup/.

We ask that our county partners provide Extension personnel access to a high-speed Internet connection. From that access, the easiest way to create a secure path to necessary applications is to open the full MSU Internet Protocol Range to and from your network, as well as opening social media sites to the addresses used by MSUE staff at your location. MSUE is prepared to support end user needs if there is high-speed Internet, networking to clients, and phone system support. MSU will provide firewall functionality and client support. To discuss this possibility please contact your MSUE District Coordinator. To provide the needed services on county equipment review the following MSU-owned ranges:

The MSU-owned ranges are:
NetRange 35.8.0.0 - 35.9.255.255
CIDR 35.8.0.0/15

If you would like to narrow the scope further for additional protection, some of the addresses that will need to be allowable include:

35.9.15.43 (80) (search.msu.edu)
35.9.160.36 (1935,443) (authentication)
35.8.201.212 & 35.8.201.212 (10020) (ProofPoint)
35.9.83.132 (all) (vpn.msu.edu)
35.9.81.150 (zoom.msu.edu)
35.9.121.189 and 190 (443) (SharePoint)
35.8.200.57 (80 and 443) (SharePoint)
35.9.121.221, 222, and 225 (443) (Exchange)
35.8.200.56 (80 and 443) (Exchange)
35.8.200.2-35.8.200.7 (443 TCP, 3478 UDP, 50,000-59,999 TCP/UDP) (Lync)
35.8.201.200 (443 TCP) (Lync)
35.9.121.238 & 35.9.121.211 (TCP - 80, 443, 445 & TCP/UDP - 135, 137-139, 2701-2704, 49152-65535)
35.8.200.58 (80 and 443) (Lync)
35.9.14.169 (80 and 443) (D2L - Desire to Learn)

The following applications are necessary on all computers – MS Office (preferably 2013, MSUE provides MS licensing), Lync 2013 Client, Acrobat, Zoom Client, SAP client, VPN client, AntiVirus (SEP can be provided by MSUE) - IE 10 or higher, or most recent version of Chrome and Firefox

Other notable web server/sites IP addresses:
CANR.msu.edu - 35.8.201.199
MSU.ANR.msu.edu - 35.8.201.199
Events.anr.msu.edu - 35.8.200.220
web2.anr.msu.edu - 35.8.200.220
Expression Engine - 35.8.201.215
Web Hosting environment (other ANR websites) - 35.8.201.217
Master Gardener (External) - 128.120.155,54
Extension.org (External) - 152.46.27,147
Msu.zoom.us (External) - 54.165.201.102

Some configuration changes are necessary to support services such as SharePoint, including modifications to Internet Explorer. These can always be found on the ANR Technology web site.

Questions may be directed to support@anr.msu.edu, where they will be routed to the best person to assist you.

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Ingham County

FY 2019
NOVEMBER 13, 2018 REGULAR MEETING

ADOPTED – NOVEMBER 13, 2018
AGENDA ITEM NO. 22

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING RENEWING A CONTRACT WITH SPICER GROUP, INC. TO PROVIDE CONSULTING SERVICES TO AND ASSIST THE INGHAM COUNTY PARKS STAFF WITH THE DELIVERY OF CERTAIN MILLAGE RELATED ITEMS

RESOLUTION # 18 – 469

WHEREAS, the Board of Commissioners passed a motion at their December 13, 2016 meeting to authorize a two year contract with Spicer Group Inc., a consultant with various personnel with very diverse skill sets to assist County staff with the Trails and Park Millage; and

WHEREAS, the Board of Commissioners approved an option to renew the contract for an additional two year period provided the annual cost increases should not exceed the Consumer Price Index’s Annual Inflation rate or 1%, whichever is greater, during the term of the Agreement; and

WHEREAS, after careful review and evaluation of the deliverables completed by Spicer Group Inc. over the current contract, the Park Commission recommends that the contract with Spicer Group, Inc. be renewed for two additional years.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby authorizes awarding a contract to Spicer Group, Inc., for an estimated third-year cost of $99,883.00 and an estimated fourth-year cost of $101,873.00 for a combined two-year total not to exceed $201,756.00 from the Trails and Parks Millage to provide consulting services to and assist the Ingham County Parks staff with the delivery of certain millage related items.

BE IT FURTHER RESOLVED, the term of the contract is January 1, 2019-December 31, 2020.

BE IT FURTHER RESOLVED, the Board of Commissioners also authorizes Spicer Group’s attendance at Park Commission or Board of Commissioners meeting(s), if required and requested, at a cost of $365.00 per meeting.

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

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any necessary contract documents on behalf of the County after approval as to form by the County Attorney.
HUMAN SERVICES: Yeas: Banas, Tennis, Sebolt, Morgan
          Nays: None   Absent: Nolan, Naeyaert  Approved 11/05/2018

FINANCE: Yeas: Grebner, Crenshaw, Tennis, Morgan, Schafer
          Nays: None   Absent: Anthony  Approved 11/07/2018

Adopted as a part of the consent agenda.
NOVEMBER 13, 2018 REGULAR MEETING

ADOPTED – NOVEMBER 13, 2018
AGENDA ITEM NO. 23

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AMENDMENT #1 TO THE 2018-2019 COMPREHENSIVE AGREEMENT WITH THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES

RESOLUTION #18-470

WHEREAS, Ingham County Health Department (ICHD) wishes to amend the 2018-19 Comprehensive agreement by increasing funding received from the Michigan Department of Health & Human Services (MDHHS) from $5,217,733 to $5,383,598, for a total increase of $165,863; and

WHEREAS, the responsibility for protecting the health of the public is a shared responsibility between the State and County governments in Michigan; and

WHEREAS, MDHHS and local health departments enter into contracts to clarify the role and responsibilities of each party in protecting public health; and

WHEREAS, the Board of Commissioners (BOC) authorized the 2018-2019 Comprehensive Agreement through Resolution #18-351; and

WHEREAS, the Comprehensive Agreement is the annual process whereby MDHHS annually transmits State and Federal Funds to Ingham County to support public health programs; and

WHEREAS, MDHHS has proposed Amendment #1 to the current Agreement to adjust grant funding levels and clarify agreement procedures; and

WHEREAS, the Health Officer has recommended that the Board of Commissioners authorize this Amendment.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes Amendment #1 to the 2018-2019 Comprehensive Agreement with Michigan Department of Health & Human Services (MDHHS) effective October 1, 2018 through September 30, 2019.

BE IT FURTHER RESOLVED, that the total amount of the Comprehensive Agreement funding shall increase from $5,217,733 to $5,383,598 for a total increase of $165,863.

BE IT FURTHER RESOLVED, that the increase consists of the following specific change to program budget:

- Children’s Special Health Care Outreach & Advocacy: increase of $5,676 from $172,000 to $177,676
- Public Health Emergency Preparedness: increase of $2,233 from $115,362 to $117,595
- Essential Local Public Health Services (ELPHS): increase of $117,521 from $924,331 to $1,041,852
- Private & Type III Water Supply ELPHS: increase of $5,348 from $48,235 to $53,583
- Food ELPHS: increase of $24,227 from $218,513 to $242,740
- On Site Wastewater Treatment ELPHS: increase of $10,858 from $97,934 to $108,792
BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make any necessary adjustments consistent with this resolution.

BE IT FURTHER RESOLVED, that the Health Officer is authorized to submit Amendment #1 of the 2018-2019 Comprehensive Agreement electronically through the Mi-E Grants system after approval as to form by the County Attorney.

HUMAN SERVICES: Yeas: Banas, Tennis, Sebolt, Morgan
Nays: None  Absent: Nolan, Naeyaert  Approved 11/05/2018

FINANCE: Yeas: Grebner, Crenshaw, Tennis, Morgan, Schafer
Nays: None  Absent: Anthony  Approved 11/07/2018

Adopted as a part of the consent agenda.
Introduce by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY FOR 2018-2019

RESOLUTION # 18 – 471

WHEREAS, Ingham County Health Department (ICHD) wishes to partner with the Michigan Department of Environmental Quality (MDEQ) to conduct environmental monitoring and inspections of MDEQ Non-Community programs; and

WHEREAS, MDEQ will reimburse ICHD for expenses related to monitoring and inspection services; and

WHEREAS, this practice began after the State of Michigan reorganized services and moved many of its environmental protection programs and services to (MDEQ); and

WHEREAS, MDEQ proposes to clarify the responsibilities for some environmental services and arrange to purchase environmental monitoring and inspection services from ICHD; and

WHEREAS, the Public Health Code still locates the primary responsibility for environmental protection at the community level with local public health departments; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize an agreement with MDEQ.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with MDEQ for Non-Community Programs.

BE IT FURTHER RESOLVED, that the agreement shall be effective October 1, 2018 through September 30, 2019.

BE IT FURTHER RESOLVED, that MDEQ shall reimburse ICHD up to $32,743.00 for expenses related to testing and inspection services as follows:

• Non-Community Public Water Supply Program – up to $25,168
• Drinking Water Long-Term Monitoring – up to $500
• Public Swimming Pools – up to $5,500
• Campground Requirements – up to $225
• Capacity Development & Source Water Assessment- up to $1350
NOVEMBER 13, 2018 REGULAR MEETING

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

HUMAN SERVICES: Yeas: Banas, Tennis, Sebolt, Morgan
    Nays: None    Absent: Nolan, Naeyaert    Approved 11/05/2018

FINANCE: Yeas: Grebner, Crenshaw, Tennis, Morgan, Schafer
    Nays: None    Absent: Anthony    Approved 11/07/2018

Adopted as a part of the consent agenda.
Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ESTABLISH A TRUST AND AGENCY ACCOUNT FOR THE
MASON CAPITAL AREA PRESCRIPTION DRUG TASK FORCE

RESOLUTION # 18 – 472

WHEREAS, the Mason Capital Area Prescription Drug Task Force approached Ingham County, requesting that Ingham County Health Department (ICHD) act as a fiduciary for donations and fundraising dollars received to educate and raise awareness of Ingham County’s prescription drug abuse problems; and

WHEREAS, Ingham County will assume these duties upon a signed agreement between Ingham County and Mason Capital Area Prescription Drug Task Force; and

WHEREAS, the task force is a collaboration of professional, community members and law enforcement that advocate prescription medication practices that enhance and promote family and community wellness; and

WHEREAS, the donations and fundraising dollars will be used to purchase commercial air time, Naloxone, and other pertinent items to further their mission; and

WHEREAS, it is necessary to set up a Trust and Agency Account and also get the Board of Commissioners to approve the account/spending plan.

THEREFORE BE IT RESOLVED, upon a signed agreement between Ingham County and Mason Capital Area Prescription Drug Task Force, a Trust and Agency account will be established for the purposes of furthering the Mason Capital Area Prescription Drug Task Force mission.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes Ingham County to accept any and all future donations to the Trust and Agency Accounts.

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

BE IT FURTHER RESOLVED, that that the Chairperson of the Ingham County Board of Commissioners is authorized to sign any necessary contract documents on behalf of the County after approval as to form by the County Attorney.
HUMAN SERVICES: Yeas: Banas, Tennis, Sebolt, Morgan
    Nays: None   Absent: Nolan, Naeyaert   Approved 11/05/2018

FINANCE: Yeas: Grebner, Crenshaw, Tennis, Morgan, Schafer
    Nays: None   Absent: Anthony   Approved 11/07/2018

Adopted as a part of the consent agenda.
Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO EXTEND KRESGE AGREEMENT & CONTRACT WITH ANKER ELEKTRA LLC

RESOLUTION # 18 – 473

WHEREAS, Ingham County Health Department (ICHD) wishes to extend the agreement with the Kresge Foundation through March 31, 2019 and wishes to enter into an agreement with Anker Eleckra LLC to provide the Executive Coaching component for the Kresge Grant work; and

WHEREAS, resolution # 17-385 authorized acceptance of the Kresge Foundation’s Emerging Leaders in Public Health (ELPH) Grant funds for a project totaling $125,000 effective August 1, 2017 through September 30, 2018; and

WHEREAS, under this grant, ICHD is required to establish a new role for ICHD in creating a designation of best practice for exemplifying Health Equity & Social Justice (HESJ) in everyday practice and service; and

WHEREAS, through the Kresge Grant, ICHD is able to continue to transform public health practice by intentionally incorporating a health equity and social justice framework into their operations, policies and practices through the following components: A Health Equity Assessment including a staff survey component, a manager interview component, a community partner component and a staff focus group option, a communications component for disseminating the newly developed HESJ Tool Kit, and an Executive Coaching component to provide training for implementing the tools; and

WHEREAS, in order to complete the final Executive Coaching component, following a Request for Proposals process overseen by the Purchasing Department, ICHD selected Anker Elektra LLC to provide executive coaching services including the following elements:

1. One-one coaching with up to six executives from ICHD;
2. A half-day StrengthsFinder workshop for the Leadership Team;
3. Team Coaching for the ICHD Executive Team; and

WHEREAS, the cost of this agreement totaling $6,940 is completely funded by the Kresge ELPH Grant and will be effective upon execution of the agreement through March 31, 2019; and

WHEREAS, the Health Officer recommends extending the Kresge agreement through March 31, 2019 and recommends entering into an agreement with Anker Elektra LLC for the purpose of providing the Executive Coaching component for the Kresge Grant work.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes extending the Kresge agreement through March 31, 2019 and authorizes entering into an agreement with Anker Elektra LLC
in an amount not to exceed $6,940 effective upon execution of the agreement through March 31, 2019 for the purpose of providing the Executive Coaching component of the Kresge Grant work.

BE IT FURTHER RESOLVED, that the Kresge Grant allows for the development of the following components: A Health Equity Assessment including a staff survey component, a manager interview component and a community partner component and a staff focus group option, a communications component for disseminating the newly developed HESJ Tool Kit, and Executive Coaching to provide training for implementing the tools.

BE IT FURTHER RESOLVED, that in order to complete the Executive Coaching component, following a Request for Proposals process overseen by the Purchasing Department, ICHD selected Anker Elektra LLC to provide executive coaching services including the following elements:

1. One-one coaching with up to six executives from ICHD;
2. A half-day StrengthsFinder workshop for the Leadership Team;
3. Team Coaching for the ICHD Executive Team.

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

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

HUMAN SERVICES: Yeas: Banas, Tennis, Sebolk, Morgan  
Nays: None  Absent: Nolan, Naeyaert  Approved 11/05/2018

FINANCE: Yeas: Grebner, Crenshaw, Tennis, Morgan, Schafer  
Nays: None  Absent: Anthony  Approved 11/07/2018

Adopted as a part of the consent agenda.
Introduced by the Law & Courts Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO HONOR SERGEANT MATTHEW FLINT
OF THE INGHAM COUNTY SHERIFF’S OFFICE

RESOLUTION # 18 – 474

WHEREAS, Sergeant Matthew Flint has been a distinguished member of the Law Enforcement Community since 1993; and

WHEREAS, Sergeant Matthew Flint began his career with the Ingham County Sheriff’s Office as a Deputy Sheriff/Paramedic in 1993; and

WHEREAS, Matthew Flint started in the county road patrol where he remained until 2000, at which time he was promoted to the rank of Sergeant and transferred to supervise the Training Division. In this assignment, he led the FTO program, the Emergency Vehicle Operations program and led numerous regional law enforcement training efforts; and

WHEREAS, in 2002, Sergeant Flint returned to Field Services to supervise the Paramedic Division and County Road Patrol; and

WHEREAS, in 2005, Sergeant Flint was transferred to the Delhi Division of the Sheriff’s Office to lead the road patrol efforts in Delhi Township; and

WHEREAS, in 2006, Sergeant Flint was transferred to the Detective Bureau, where he supervised the Detectives and coordinated a number of high profile criminal investigations including two homicides, several violent felonies and a high profile kidnapping case; and

WHEREAS, Sergeant Flint continued to serve throughout the Sheriff’s Office in the Detective Bureau, Corrections Division and returned once again to Field Services to supervise the Road Patrol in the Delhi Township Division in 2011. From 2011 until his retirement in 2018, Sergeant Flint served the Ingham County Sheriff’s Office, Delhi Township Division, with distinction in establishing the Delhi Division as one of the finest areas of the Ingham County Sheriff’s Office; and

WHEREAS, during his long distinguished career serving the citizens of Ingham County, Sergeant Flint served at the highest level of professionalism and dedication, setting the standard for other Law Enforcement professionals in the Capital Area; and

WHEREAS, during his law enforcement career, Sergeant Flint was the recipient of numerous police awards to include: Employee of the Year 2018, Meritorious Service, Life Saving Award and 19 separate Unit Citations; and
WHEREAS, after 25 years of dedicated service to the citizens of Ingham County, Sergeant Matthew Flint is retiring from his law enforcement career on December 14, 2018.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby honors Sergeant Matthew Flint for 25 years of dedicated police service to the citizens of Ingham County and the great State of Michigan while wishing him continued success in all of his future endeavors.

LAW & COURTS:  Yeas: Crenshaw, Celentino, Banas, Schafer, Maiville
    Nays: None    Absent: Hope, Anthony    Approved 11/01/2018

Adopted as a part of the consent agenda.
Introductions by Law & Courts, County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ELIMINATE ONE SPECIAL PART-TIME DEPUTY COURT OFFICER POSITION
ASSIGNED TO THE 55TH DISTRICT COURT AND TO INCREASE ONE PART-TIME COURT OFFICER
POSITION IN THE 55TH DISTRICT TO FULL-TIME

RESOLUTION # 18 – 475

WHEREAS, Resolution #12-94 eliminated a full-time court officer position in the 55th District Court and created two part-time deputy positions within the Ingham County Sheriff Office to be assigned to the 55th District Court to serve as court officers; and

WHEREAS, the 55th District Court has maintained an additional part-time court officer position on and off (depending on budgetary constraints/priorities) since 2006; and

WHEREAS, the 55th District Court currently has $40,858 budgeted to pay for court officer services provided by the Ingham County Sheriff's Office and $38,497 to pay the part-time court officer position on District Court staff; and

WHEREAS, the estimated cost to employ a full-time court officer in the 55th District Court is $6,383 above the current budgeted amount in the 55th District Court budget; and

WHEREAS, one of the Ingham County Sheriff Office's part-time court officers (½ FTE) has submitted a letter of resignation; and

WHEREAS, the District Court employed court officer (½ FTE), has enrolled in the Michigan State Police Trooper's Academy and, therefore, left the court's employment; and

WHEREAS, through strategic planning the court has established a goal to enhance security measures at the 55th District Court and in light of the existing vacancy and the pending resignation the Court has reviewed its current court security measures; and

WHEREAS, the 55th District Court has reviewed applications and conducted interviews and determined that hiring a full-time court officer on the District Court staff is the best next step in continued focus on enhanced security measures; and

WHEREAS, the 55th District Court believes that a full-time court officer position provides for a more consistent application of operating principles.

THEREFORE BE IT RESOLVED, that upon passage of this resolution, one of the two part-time deputy positions within the Ingham County Sheriff's Office (assigned to the 55th District Court) (Position 301231, CCLP LE/special part-time Deputy) be eliminated and the part-time court officer position (Position 137033, UAW/E) on District Court staff be increased from part-time to full-time.
NOVEMBER 13, 2018 REGULAR MEETING

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

LAW & COURTS:  Yeas: Crenshaw, Celentino, Banas, Schafer, Maiville
                Nays: None  Absent: Hope, Anthony  Approved 11/01/2018
COUNTY SERVICES: The County Services Committee will meet on 11/08/2018

FINANCE: Yeas: Grebner, Crenshaw, Tennis, Morgan, Schafer
          Nays: None  Absent: Anthony  Approved 11/07/2018

Adopted as a part of the consent agenda.
NOVEMBER 13, 2018 REGULAR MEETING

ADOPTED – NOVEMBER 13, 2018
AGENDA ITEM NO. 29

Introduced by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A GRANT BETWEEN THE STATE OF MICHIGAN, MICHIGAN INDIGENT DEFENSE COMMISSION (MIDC), DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS (LARA) AND INGHAM COUNTY TO PROVIDE FUNDING TO ASSIST THE COUNTY IN COMPLYING WITH THE COMPLIANCE PLAN AND COST ANALYSIS APPROVED BY MIDC AND RESOLUTION #17-445

RESOLUTION # 18 – 476

WHEREAS, the Michigan Indigent Defense Commission (MIDC) approved Ingham County’s Compliance Plan and Cost Analysis, which creates a Public Defenders Office administered by Ingham County to provide indigent defense and related services at the 30th Circuit Court, 54A District Court, 54B District Court, and the 55th District Court; and

WHEREAS, this plan was accepted and approved by Ingham County Board Resolution #17-445; and

WHEREAS, the grant is recommended as presented in the attached Grant between the State of Michigan, Michigan Indigent Defense Commission (MIDC), Department of Licensing and Regulatory Affairs (LARA) and Ingham County, including the attached budget; and

WHEREAS, positions included in this budget and not already authorized by the Board of Commissioners will be brought forward for authorization by separate resolution(s).

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners accepts the attached Grant between the State of Michigan, Michigan Indigent Defense Commission (MIDC), Department of Licensing and Regulatory Affairs (LARA) and Ingham County, including the attached budget.

BE IT FURTHER RESOLVED, that the grant period is October 1, 2018 through September 30, 2019, and the budget is approved for an amount of up to $5,422,599, including a local share of $902,021.

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is hereby authorized to sign any necessary grant and contract documents, on behalf of the County, after approved as to form by the County Attorney.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make any necessary budget adjustments consistent with this resolution.
NOVEMBER 13, 2018 REGULAR MEETING

LAW & COURTS: Yea: Crenshaw, Celentino, Banas, Schafer, Maiville
    Nays: None    Absent: Hope, Anthony    Approved 11/01/2018

FINANCE: Yea: Grebner, Crenshaw, Tennis, Morgan, Schafer
    Nays: None    Absent: Anthony    Approved 11/07/2018

Adopted as a part of the consent agenda.
NOVEMBER 13, 2018 REGULAR MEETING

GRANT NO. 2019-73

GRANT BETWEEN
THE STATE OF MICHIGAN
MICHIGAN INDIGENT DEFENSE COMMISSION (MIDC)
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS (LARA)
AND
Ingham County

GRANTEE/ADDRESS:

Victor Celentino
Chairman, County Commission
341 S. Jefferson
Mason, MI 48854
517-676-7200

GRANT ADMINISTRATOR/ADDRESS:

Michigan Indigent Defense Commission
Department of Licensing and Regulatory Affairs
200 N. Washington Square 3rd Floor
Lansing, MI 48933
517-657-3066
866-291-0874

GRANT PERIOD:

From October 1, 2018 to September 30, 2019

TOTAL AUTHORIZED BUDGET: $5,422,508.00

State Grant Contribution: $4,520,487.00
Local Share Contribution: $902,021.00

ACCOUNTING DETAIL: Accounting Template No.: 6412503T007
SIGMA Vendor Code: 0048161
This is Grant #2019-73 between the Michigan Indigent Defense Commission (MIDC) (Grantor), and Ingham County (Grantee), subject to terms and conditions of this grant agreement (Agreement).

1.0 Statement of Purpose

The purpose of this Grant is to provide funding to assist the Grantee to comply with the Compliance Plan and Cost Analysis approved by the MIDC for the provision of indigent criminal defense services through the Standards approved by LARA on May 22, 2017, and the process described in the Michigan Indigent Defense Act, as amended effective 12/23/18 by Public Act 214 of 2018.

1.1 Statement of Work

The Grantee agrees to undertake, perform, and complete the following project:

The Grantee agrees to undertake, perform and complete the services described in their approved Compliance Plan and in accordance with the Michigan Indigent Defense Act, created by Public Act 93 of 2013, specifically Standards 1 through 4. Consistent with MCL 780.993, Sec. 13(11), as amended effective 12/23/18, an indigent criminal defense system shall comply with the terms of the grant in bringing its system into compliance with the minimum standards established by the MIDC within 180 days after receiving funds from the MIDC. Grantee’s Compliance Plan, as submitted and approved by the MIDC (Attachment A), addresses the prescribed methods the grantee has chosen to provide indigent criminal defense services pursuant to MCL 780.993(3). Any changes to the work described in the Compliance Plan must be submitted to the MIDC for approval prior to any changes being implemented. All provisions and requirements of this agreement shall apply to any agreements the Grantee may enter into in furtherance of its obligations under this agreement and shall be responsible for the performance of any contracted work.

1.2 Detailed Budget

A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional State Grant funds at any time.

B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the MIDC.

C. Attachment B is the Budget. The Grantee agrees that all funds shown in the Budget are to be spent as detailed in the Budget.
D. Grantee will establish and maintain a new restricted fund within their Local Chart of Accounts for the expressed purpose of accounting for the expenses and revenue sources for operation of this grant and the local adult indigent defense system.

E. Any adjustments to the budget must be made in accordance with the policies and procedures of the Michigan Indigent Defense Commission and communicated promptly to Commission staff. A budget adjustment involving less than 5% of the budget category total, must be reported in the next quarterly Financial Status Report. A budget adjustment involving 5% or more within the budget category or any adjustment redistributing monies between categories of funding requires prior written approval by Commission staff. Any substantial change to a local system’s compliance plan requires prior staff and Commission approval. A “substantial change” is a change to the compliance plan or cost analysis that alters the method of meeting the objectives of the standard(s) in the approved plan.

1.3 Payment Schedule

The maximum amount of grant assistance offered is $4,520,487.00. An initial advance of 50% of the State Grant shall be made to the Grantee upon receipt by the Grantor of a signed Agreement. The Grantor shall make subsequent disbursements of 25% up to the total state grant amount in accordance with the following schedule:

Initial Advance of 50% of total grant – Within 15 days of receipt of executed agreement
25% disbursement – April 15, 2019
25% disbursement – July 15, 2019 (final payment).

The above schedule of disbursement of funds is contingent upon receipt of quarterly reporting as addressed in this section and section 1.4 of this document. The financial status report must indicate grant funds received to date, expenditures to date and be supported by documentation of those expenditures; such as computer printouts of accounts, general ledger sheets, balance sheets, etc.). Backup documentation such as computer printouts of accounts, ledger sheets, invoices, etc. shall be maintained according to record retention policies for audit purposes in order to comply with this Agreement. Grantee will be held to the full contribution of the Local Share within the original one-year grant period.

The quarterly financial status report (FSR) and standards compliance report as addressed in Section 1.4, shall be provided in accordance with the following schedule:

Initial FSR and compliance report – January 15, 2019
2nd FSR and compliance report – April 1, 2019
3rd FSR and compliance report – July 1, 2019
Final FSR and compliance report – October 15, 2019

Public Act 279 of 1984 states that the state shall take all steps necessary to assure that payment for goods or services, is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.
1.4 Monitoring and Reporting Program Performance

A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.

B. Quarterly Reports. The Grantee shall submit to the Grantor quarterly progress reports on compliance with the standards and participate in follow up and evaluation activities. A quarterly reporting template shall be provided by the MIDC and require the following information:

1. A description on progress toward compliance with standards 1-4, including a description of problems or delays, real or anticipated and any significant deviation from previously approved Compliance Plan submitted to the MIDC per PA93 of 2013 (Attachment A), which should be brought to the attention of the Grantor.

2. Specific standards compliance information as requested by MIDC and collected by the local system.

3. Local systems must provide complete compliance reporting. If a local system believes that it is unable to provide the compliance reporting as requested by MIDC, or that providing the requested information would pose an undue financial burden, the local system must take the following steps as to each requested performance metric that has asserted it is unable to provide:

   a. Demonstrate that system stakeholders have reviewed requested performance metrics and assessed what is currently available and how to retrieve it. This should include documentation of conversations with court administrators, clerks, and IT employees or vendors, depending on whether it is an internally or externally provided system, as well as an assessment of data fields that could be added or repurposed to collect the requested data.

   b. If these options do not enable the local system to provide the requested performance metrics, local systems must contact and work with MIDC Research staff to seek additional options or ideas.

   c. Receive confirmation from MIDC Research staff and local Regional Manager that the data collection would constitute an undue financial or labor burden that is untenable within the initial year of the grant.

PART II - GENERAL PROVISIONS

2.1 Project Changes

Grantee must obtain prior written approval for substantial changes to the compliance plan from the Grantor.
2.2 Delegation

Grantee must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If any obligations under this grant are delegated, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant, and the acts and omissions of the subgrantee. The State, in its sole discretion, may require the replacement of any subgrantee.

2.3 Program Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor or dedicated to the project up to the grant award. The grant award shall not be increased by the amount of interest earned. Any grant funds attributable to interest and not spent at the end of the grant period shall be returned to the State as required under Sec. 2.7 - Records Maintenance, Inspection, Examination, and Audit.

2.4 Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, Grantee reimbursement will be based on actual expenditures.

2.5 Purchase of Equipment

The purchase of equipment not specifically listed in the Budget, Attachment B, must have prior written approval of the Grantor. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

2.6 Accounting

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.7 Records Maintenance, Inspection, Examination, and Audit

The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.
Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance must be reported by the Grantee to the Grantor by October 31 of each year as required under MCL 780.993, Sec. 13(15), as amended 12/23/18.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance ($750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

2.8 Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grantor before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible. Attorney contracts are exempt from a competitive bid process, but must meet standard internal procurement policies.

3.0 Liability

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the total grant amount.

3.1 Safety

The Grantee, and all subgrantees are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

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3.2 General Indemnification

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs; including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

3.3 Failure to Comply and Termination

A. Failure to comply with the requirements of the grant program including implementation of the approved compliance plan, the submission of financial reports, progress reports, or data collection will result in the Commission implementing the procedures identified in section 15 and 17 of Public Act 93 of 2013, as amended effective 12/23/18 by Public Act 214 of 2018. Other breaches of this grant agreement, including failure to adhere to the requirements in the grant contract, proposing or implementing substantial program changes that deviate from the expressed purpose of the grant or filing a false certification for this grant or any documents or reports requested by the MIDC for this grant, will result in action being taken pursuant to sections 15 and 17 of Public Act 93 of 2013, as amended effective 12/23/18.

B. Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Grant Responsibilities.

3.4 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

3.5 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Grant.
3.6 Unfair Labor Practices

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

3.7 Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees except where the Commission determines that an unforeseeable condition prohibits timely compliance pursuant to MCL 780.993, Sec. 13(11), as amended effective 12/23/18.

4.0 Certification Regarding Debarment

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

4.1 Illegal Influence

The Grantee certifies, to the best of his or her knowledge and belief that:

A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.
The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

4.2 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved as outlined in Sec. 15 of PA93 of 2013, as amended.

4.3 Compliance with Laws

Grantee must comply with all federal, state and local laws, rules and regulations.

4.4 Disclosure of Litigation, or Other Proceeding

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, “Proceeding”) involving a public defender office or attorney employed by a public defender office funded by Grantee that arises during the term of the Grant and involves: (a) a criminal Proceeding; (b) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Grantee’s viability; or (2) a governmental or public entity’s claim or written allegation of fraud; or (e) a Proceeding involving any license that an attorney practicing on behalf of a public defender office is required to possess in order to perform under this Grant.

4.6 Assignment

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

4.7 Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. This Grant may not be amended except by signed agreement between the parties.
4.8 Grantee Relationship

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee’s employees and any subgrantees. Prior performance does not modify Grantee’s status as an independent Grantee.

4.9 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with section 15 of Public Act 93 of 2013, as amended 12/23/18. The dispute will be referred to the parties' respective Grantors or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

5.0 Severability

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

5.1 Waiver

Failure to enforce any provision of this Grant will not constitute a waiver.

5.2 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

LeAnn Droste, Director
Bureau of Finance and Administrative Services
Department of Licensing and Regulatory Affairs

Loren Khogali, Executive Director
Michigan Indigent Defense Commission

Victor Celentino, County Commission Chairman
Ingham County

GRANT NO. 2019-73
INSTRUCTIONS

Local Indigent defense systems have until November 20, 2017, to submit to the Michigan Indigent Defense Commission (MIDC) a plan for compliance with the first four approved minimum standards for indigent criminal defense services. This document includes instructions and a compliance plan structure for the submission and information on how to calculate your request for state funding. All application questions must be answered within the requirements, and all attachments and signatures included for a complete application. Failure to submit a complete application will result in the application being disapproved and returned, per MCL 780.993(4). Applications should be submitted through the MIDC’s web portal at http://portal.michiganidc.gov/.

The application document includes the following sections: Applicant Information, Compliance Plan Narrative, Cost Analysis, Local Share Calculation, Data Collection, and Grant Calculation. The MIDC website, http://michiganidc.gov, hosts helpful information for compliance planning including additional guidelines, detailed white papers on each of the four standards and several model plans including sample cost analyses for different local indigent defense delivery systems.

Guidelines for the Cost Analysis and Local Share in the Compliance Plan

All proposed, estimated, or actual expenditures reported in either the Cost Analysis or the Local Share should be reflective of direct indigent defense system activities. For any funding requests for ancillary agencies, the claimed expense must be reasonably and directly related to the indigent defense function, with a clear justification and compelling rationale. The Local Share calculation— which acts as a baseline for continued funding unit contribution to the indigent defense system—may be reported as an estimate if the actual funding level cannot be calculated. If an estimate is provided for the Local Share, the methodology to calculate the estimate must be reported. All Local Share calculations must be certified by the authorizing official on the application. The following instructions provide general guidance for the Cost Analysis and, specifically, the enhanced costs to meet the provisions of the four standards. The costs, expenditures, and rates proposed are presumed reasonable; variations will be considered on a case-by-case basis.
Standard 1 - Indigent defense systems may achieve this standard by having attorneys register for a specific training or by facilitating a local or regional training program. Registration for CLE hours will be allowed at the rate of $25 per credit hour. Instructors for training programs will be reimbursed at reasonable consultant rates commensurate with the local market. A guideline for illustrative purposes may be up to $75/hr with allowance for program development and preparation time for the training. Travel expenses for the attorneys to attend training or instructors for training programs will be reimbursed at current State of Michigan travel rates for mileage, meals, and lodging, if needed.

Standard 2 - Attorney time to meet this standard will be reimbursed according to reasonable local attorney rates, whether salaried, contract, or assigned attorneys. To facilitate early communication, practical use of technologies available for digital face-to-face communication may be employed. Supplies and equipment needed for technology-based communications will be considered. If it is necessary to create or alter building space to provide a confidential setting for attorneys and their clients, renovation expenses are allowed up to a maximum of $25,000 per location. Requests exceeding $25,000 will be reviewed with higher due diligence and considered with accompanying documentation for justification.

Standard 3 - Expenses for investigators will be considered at hourly rates not to exceed $75. Expenses for expert witnesses will follow a tiered level of compensation based on education level and type of expert,* not to exceed these amounts:

<table>
<thead>
<tr>
<th>Level</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>High School or Equivalent</td>
<td>$30/hr</td>
</tr>
<tr>
<td>Associate's Degree</td>
<td>$50/hr</td>
</tr>
<tr>
<td>Bachelor's Degree</td>
<td>$70/hr</td>
</tr>
<tr>
<td>Master's Degree</td>
<td>$85/hr</td>
</tr>
<tr>
<td>Crime Scene and Related Experts</td>
<td>$100/hr</td>
</tr>
<tr>
<td>CPA/Financial Expert</td>
<td>$100/hr</td>
</tr>
<tr>
<td>Pharmacy/PharmD</td>
<td>$125/hr</td>
</tr>
<tr>
<td>Information Technology Experts</td>
<td>$150/hr</td>
</tr>
<tr>
<td>Ph.D./Licensed Doctor</td>
<td>$200/hr</td>
</tr>
</tbody>
</table>

*The table of expert hourly rates is adopted from the guidelines published by the North Carolina Indigent Defense Services Commission. Variations will be considered on a case-by-case basis.

Each indigent defense system will be limited to a capped amount of funds for investigators and experts based on the total new circuit adult criminal filings within the jurisdiction in the most recent calendar
year, as reported and certified with the State Court Administrative Office. Systems within district
courts of the 3rd class are considered in Tier I unless special circumstances are presented.

0 - 499 cases/year = Tier I - $10,000
500 - 999 cases/year = Tier II - $25,000
1,000 - 9,999 cases/year = Tier III - $50,000
Over 10,000 cases/year = Tier IV - To be determined bases on further discussion
and review of records of the system(s)

Standard 4 - Attorney time to meet this standard should be reimbursed according to reasonable
attorney rates, whether salaried, contract, or assigned attorneys. Methods for implementation can
include on-call or appointed attorney systems, or other efficient models.

APPLICANT INFORMATION

Applicant Funding Unit(s): Ingham County

Trial Courts Included in this Compliance Plan Submission: 30th Circuit Court, 54A District Court, 54B
District Court, 55th District Court

Fiduciary Funding Unit: Ingham County

Federal ID Number: 38-6005629

Street Address/City/Zip Code: Ingham County Controller’s Office, 341 S. Jefferson, Mason MI 48854

AUTHORIZED OFFICIAL (Person Authorized to Enter into Agreements):

Name and Title Carol Koenig, Board Chairperson (note: Board Chairperson changes each year)

Street Address/City/Zip Ingham County Courthouse, 341 S. Jefferson, Mason MI 48854

Telephone (517) 676-7200   Email Address bbennett@ingham.org

Signature  

Date  2/20/208
CONTACT INFORMATION

PRIMARY CONTACT
(Person Responsible for Oversight and Reporting of Standards Implementation):
Name and Title Teri Morton, Deputy Controller

Street Address/City/Zip Ingham County Controller’s Office, 341 S. Jefferson, Mason MI 48854

Telephone  (517) 676-7211  Email Address tmorton@ingham.org

Signature  Date 2/20/18

FINANCIAL CONTACT
(Person Responsible for Grant Accounting):
Name and Title Jill Rhode, Director, Financial Services

Street Address/City/Zip 121 E. Maple, Mason MI 48854

Telephone (517) 676-7328  Email Address jrhode@ingham.org

Signature  Date 2/20/18
COMPLIANCE PLAN NARRATIVE

Briefly describe the indigent defense delivery system(s) – contract, assigned counsel, or public defender – that the funding unit(s), for which this application is being considered, employed to deliver services before the MIDC Act took effect (July 1, 2013).

The current indigent defense delivery system is a contract system administered separately by each court. The Circuit Court is responsible for all appointments on felony cases at the District Court level.

Generally, how does the system(s) intend to comply with the MIDC standards 1-4? Please address whether you will continue with the model in place above, whether you have already made a transition to a new delivery system, or whether you intend to transition to a new delivery system.

Ingham County is proposing to transition to a public defender delivery system to comply with the approved standards. The Public Defender Office will be a consolidated effort among the four courts (30th Circuit, 54A District, 54B District, and 55th District) and the three funding units (Ingham County, City of East Lansing and City of Lansing). The proposed office will employ a Chief Public Defender, 26 Attorneys, and 9.5 additional full-time equivalents.

The number of attorneys needed was established as follows:

For misdemeanor indigent defense, the calculation was 2,974 total caseload from all 3 district courts in the county, divided by 400 (ACOCD recommended caseloads annually), resulting in 7 attorneys. However, the 2,974 number did not include the misdemeanor PV cases or first appearance requirement. We added 3 attorney positions for a total of 10 to account for first appearance in all three district courts (365 days a year) and the additional PV numbers related by each court.

As to the felony recommendation, the number of cases for 2016 for Ingham County was 2,171 felony appointments and the three year average was 2,051. Because of the current appointment scheme, there is no data on number of cases that would result in a conflict attorney being appointed. The breakdown in case type for 2016 was 1,308 C list (or 25.15 per week), 679 for B list (13.06 per week) and 184 for A list (or 3.54 per week). Using the 150 caseload maximum per year, divided by cases per week, nine lawyers would be needed for C level, 7 for B level and 2 for A level. Of course depending on the caseload in any one week or month, these attorneys may be used in multiple categories. This staffing level does not include vacations, sick time, vacancies etc. This calculation would reflect the funding status for 18 felony level lawyers, however the equivalent of two lawyer positions would be used to create the funding pool for the appointment list of lawyers for conflict cases.

Indigent defense services are also needed for the many specialty courts that are active in Ingham County at both the District and Circuit Court levels.

Consistent indigent defense representation is necessary at team review sessions and potential probation violation hearings.
After determining the need for 26 attorneys, support staff was modeled on the current allocation per attorney at the Ingham County Prosecutor’s Office.

Please identify the name and position held (e.g., county administrator, judge, defense attorney, etc.) for each person involved in the compliance planning process for this delivery system.

Honorable Louise Alderson, Chief Judge, 54A District Court
Honorable Thomas P. Boyd, 55th District Court
Anethia O. Brewer, 54A District Court Administrator
Honorable Stacla Buchanan, 54A District Court
Ashley Carter, Regional Administrator, MIDC
Mary Chartier, Ingham County Bar Association
Bryan Crenshaw, Ingham County Commissioner
Michael J. Dillon, 55th District Court Administrator
Honorable Joyce Draganchuk, 30th Circuit Court
Shauna Dunnings, 30th Circuit Court Administrator
Nicole Evans, 54B District Court Administrator
Kara Hope, Chairperson, Ingham County Law and Courts Committee
Mary K. Kelly, Deputy Court Administrator, 54A District Court
Carol Koenig, Ingham County Commissioner
Honorable Andrea Andrews Larkin, Chief Judge, 54B District Court
Teri Morton, Ingham County Deputy Controller
Carol Siemon, Ingham County Prosecutor
Kristen Staley, Policy Associate, MIDC
Christopher Wickman, Ingham County Bar Association

Provide an attachment with the names, license or PW’s, and years of criminal defense experience for all attorneys the funding unit(s) intends to have deliver services as part of the local indigent defense system.
Ingham County plans to hire 26 attorneys for a new public defender office, so does not yet know the names, license or PI#s or years of experience for these attorneys.

**Standard 1 – Training and Education**

Attorneys with fewer than two years of experience practicing criminal defense in Michigan shall participate in one basic skills acquisition class. Do any of the attorneys included in this plan have fewer than the required experience and require this training? How many?

*It is unknown how many attorneys will have fewer than 2 years of experience, but those who do will participate in a skills training, such as the Hillman Advocacy Program or the Criminal Defense Attorneys of Michigan Trial College.*

*These programs are on-your-feet programs.*

*Hillman is a training program that takes place in the federal courthouse in Grand Rapids and is focused on trial skills. Hillman takes place in January and $750 will cover the cost of the program, lodging, and food.*

*Trial College takes participants through planning and presenting a case to a jury. Trial College occurs in August and $750 will cover the cost of the program, lodging, and food.*

All attorneys shall annually complete at least 12 hours of continuing legal education. How many attorneys require training in this plan?

*All attorneys in the plan require this training.*

*In conjunction with the Ingham County Bar Association’s Criminal Defense Section, the Defender’s Office will participate in monthly training sessions. These monthly sessions will consist of subject matter trainings and skills trainings. Subject matter trainings will consist of topics, such as ballistics, DNA, and fingerprints. Skills trainings will consist of topics, such as handling motions, preliminary examinations, pleas, and sentencings.*

*For attorneys who do not attend the Hillman Program or Trial College, attorneys will choose from an array of training programs, such as those offered by CDAM’s in-state conferences.*

*NACDL and CDAM’s conferences occur throughout the year.*

*The Defender’s Office will also participate in roundtable discussions – both in the office and through the local criminal defense group – to facilitate strategizing and learning with fellow colleagues.*
$750 will cover the costs of training for each attorney.

How will the funding unit(s) ensure that the attorneys satisfy the 12 hours of continuing legal education during the plan year?

Attorneys will maintain documentation of their continuing legal education, and this will be made available upon request.

**Standard 2 – Initial Interview**

When a client is in local custody, counsel shall conduct an initial client intake interview within three business days after appointment. When a client is not in custody, counsel shall promptly deliver an introductory communication so that the client may follow-up and schedule a meeting. To be successful, this requires immediate notification of appointment and client contact information.

How does the plan facilitate immediate attorney assignment and notification of new cases? How will the system ensure attorneys are completing their interviews within three business days? How will the initial interview be accomplished?

As described in greater detail in Standard 4, for misdemeanor and felony cases where retained counsel is not present, the public defender's office will represent the defendants at arraignment under a limited appearance. These individuals will collect information from the defendant including updated contact information and information relevant to the setting of a bond. If court administration determines that the individual qualifies for representation by the public defender's office, assignment of the public defender's office or a conflict attorney will occur immediately. Attorneys will be assigned at the discretion of the office policy reflecting the severity of the case (misdemeanor, low-severity felony, high-severity felony, or capital felony) and the judge and court dates currently assigned with attention towards meeting, but not exceeding, the maximum case load guidelines of public defenders (150 felonies or 400 misdemeanors per year) set out by the American Bar Association. Assignments would be for vertical representation throughout the court process.

The public defender's office will have an expectation that the attorney assigned the matter will meet with in-custody clients within the prescribed time frame. With regards to out-of-custody clients, immediate contact will be made to have the defendant come in to meet with their assigned attorney as far in advance of their first court date as practicable. At either meeting, a standard information form will be completed and the information will be entered into the public defender's office's internal shared computer system. Regular checks will occur to ensure that all employees are meeting the requirements of timely meeting.

The initial interview will take place in lock-up or at the public defender's office with the attorney who will handle the file throughout all stages of the case. This initial interview will happen at a date and time as soon as practicable to allow for a full-investigation and competent representation at the early stages of the case.
This standard further requires a confidential setting be provided for all client interviews.

Does the jail have confidential space for attorney-client interviews? Describe the space available for the interviews or the plan to provide confidential space.

The only county jail in the county is the Ingham County Jail located at 700 Buhl Street, Mason, Michigan. For posts 1 through 9, there is one private attorney room to meet with clients. For post 10, there is a room that can be made private by closing doors, but may have individuals walking through as needed. For each area identified as a private attorney room, there is a closed-door room with cement block walls, two to three chairs, and a table. The room is monitored visually, but is not audio-recorded or monitored. There are working power outlets to facilitate use of technology to assist in meeting with clients. The rooms are rated as being sufficient in conditions to allow for confidential space for an attorney-client interview.

In an informal survey of the defense bar, the Ingham County Jail was rated as insufficient in quantity of rooms largely due to rules at the jail related to attorney visits. Attorneys are only permitted to visit at limited hours, are required to request and receive permission 24 hours in advance to be able to bring a laptop or other technology, are not allowed to see clients at a different post than the individual is currently assigned, and are not allowed to bring a briefcase or bag into the jail to visit clients among other concerns. This leads to a delay in being able to visit with clients, if at all, on a given date and affects the ability to establish and maintain an attorney-client relationship. It is believed that such can be remedied by changes to policy by the Ingham County Sheriff’s Office without significant or any financial expenditure in order to meet the requirements of Standard 2.

Does the courthouse have confidential space for attorney-client interviews? Describe the space available for the interviews or the plan to provide confidential space.

Ingham County has three district courts and two circuit courts. For each courthouse, a portion of the local defense bar, primarily composed of court-appointed attorneys, was informally polled regarding the sufficiency in conditions and quantity of in-custody, out-of-custody, and teleconference facilities. After the assessment of each court was compiled, court administration for each court was contacted to discuss potential remedies to address any shortcomings. Find a summary of each facility's current space available, the assessment for such, the modifications proposed to bring the courthouse into compliance with Standard 2, and the basis of costs for such.

54-A District Court

The 54-A District Court’s sixth floor was recently renovated and provided multiple private meeting areas for out-of-custody clients. Each room has a table and multiple chairs to meet with clients in a private and secure location. Although these rooms are sometimes used by non-attorneys, one room is only for attorneys and their clients. The out-of-custody confidential spaces were rated as sufficient in conditions and sufficient in quantity so as to meet Standard 2.

The Lansing Police Department lockup on the third floor of the 54-A District Court is used as lock-up for the courthouse to meet with in-custody clients. There are two fully private meeting rooms complete
with chairs and a table surface that are video-monitored, but are not auditorily-monitored or recorded. In addition, there is a non-private room and a phone on which to share non-confidential information with defendants. These areas are not sufficient for meeting and discussing the case with clients, but allow the attorney to share non-confidential information with the client in a time-efficient way. There are concerns that policies of the Lansing Police Department and/or 54-A District Court are trending in such a way that the right to counsel and the expectations of Standard 2 could be affected. At this time, the Lansing Police Department is representing that the currently-used areas are a security concern and should not be used any longer for meetings with in-custody clients. To maintain security of the police department, the two rooms currently used for private meetings would be outfitted with audio and video conferencing to two other rooms near the courtrooms that would provide a sufficient environment for confidential client discussions. The department received a quote of $10,000 to purchase and install the audio-visual equipment for these two rooms.

The private room for attorneys and their clients only also has teleconference capabilities for meeting with clients who are in-custody in the Michigan Department of Corrections and that have not been transported for the day’s proceedings. The teleconference confidential spaces were rated as sufficient in conditions and sufficient in quantity so as to meet Standard 2.

54-B District Court

There are currently only a total of three private rooms to meet with out-of-custody clients at the 54-B District Court. Two of these rooms are usually occupied by the city attorney/municipal attorneys and the prosecutor’s office. The remaining one room is often in use or it is requested that defense counsel refrain from using such. The one room is rated as sufficient in conditions, but is insufficient in quantity to meet Standard 2. In speaking with court administration, it was agreed that the room next to the currently available room will be reclaimed for these purposes. Improvements would also be made to the existing rooms. The court received a quote of $23,200 to reclaim and update out-of-custody conference rooms.

For visiting in-custody clients, there is one room to meet with your client in a private area through glass and a vent. There is a door to the holding area that can and should be closed to ensure privacy. Furthermore, there are multiple private rooms between holding and the courtrooms that court administration has agreed to allow defense attorneys to meet with their in-custody clients in these rooms. There are no costs associated with allowing such use. With the changes agreed upon, the in-custody confidential spaces are sufficient in conditions and quantity so as to meet Standard 2.

The 54-B District Court courtrooms and holding facility currently has teleconference access. Polycom is currently not available in a private and confidential setting. This is insufficient in quality and conditions
to meet Standard 2 requirements. The Court requests funding to provide Polycom/teleconference capabilities to all four conference rooms that can or will be used by defense attorneys. The cost for each unit is $3,819.95 for each unit for a total of $15,279.80.

55th District Court

There is confidential meeting space for both in and out of custody clients to meet with their defense counsel. However, this meeting space is often inadequate and very limited due to the physical constraints of the court. Estimations for renovations to expand these meeting spaces were created and priced at $167,000.

However, realizing that these construction costs are very high, and planning for a replacement building within the next five years, these costs will be omitted from the cost analysis. It is likely that Ingham County will be placing a ballot question before voters in 2018 for a new Justice Complex, which would include a replacement building for the 55th District Court. The omission of this request is done with the understanding that this plan will be in compliance for Standard 2, as “a private and confidential setting” must be provided only “to the extent reasonably possible.” Should the millage question be turned down by voters in 2018, a request for these construction costs may be submitted in a future year.

30th Circuit Court

There are two locations of the 30th Circuit Court. One courthouse is located in Mason and the other is located in Lansing. The courtrooms will be discussed independently.

Lansing

There are many private meeting rooms on the 3rd and 2R floors for meeting with out-of-custody clients. These rooms are private and numerous and have sufficient chairs and tables. These accommodations are sufficient in conditions and quantity to meet the requirements of Standard 2.

For meeting with in-custody clients, there are four meeting rooms that are outfitted with cement block walls and telephones to facilitate communication from one side of the glass to the other. These areas are not video or audially monitored or recorded. These facilities do not allow the client to sign paperwork, but such may be accomplished in the courtroom itself. While not fully soundproof, these accommodations are sufficient in conditions and quantity to meet the requirements of Standard 2.
There is one private meeting area to meet with MDOC clients via teleconference. This room is not video or audially monitored or recorded. These accommodations are sufficient in conditions and quantity to meet the requirements of Standard 2.

Mason

There are two large private meeting rooms to meet with out-of-custody clients near the courtroom. There are also many unoccupied offices and other areas in which to meet with clients. Because the building is a historic building, renovations and additions to the building are quite limited. These accommodations are sufficient in conditions and quantity to meet the requirements of Standard 2.

Currently, there is one small lock-up area attached to the courtroom in which all attorneys are to meet with their in-custody clients. This area frequently will have more than one attorney-client pair present in the same area and may include a deputy. These conditions are not sufficient in conditions or quantity. In speaking with court administration, adjoining this area there is currently one room that is currently used for storage. If a filing cabinet for storage is added, in addition to a table and chairs, it can and will be repurposed to provide a private meeting room to meet with in-custody clients. The Court requests funds in the amount of $1,400.00 for the filing cabinet in addition to $500.00 for the table and chairs for the room.

There are currently no teleconference options for meeting with defendants currently incarcerated with the MDOC in a confidential manner. The Court requests funds in the amount of $3,819.95 for one Polycom unit to be added to a private meeting room. Due to the building’s historic status, there may be difficulties in providing a sufficient location where such may be wired in.

Standard 3 – Experts and Investigators

This standard requires counsel to conduct an independent investigation. When appropriate, counsel shall request funds to retain an investigator to assist with the client’s defense. Counsel shall request the assistance of experts where it is reasonably necessary to prepare the defense and rebut the prosecution’s case. Counsel has a continuing duty to evaluate a case for appropriate defense investigations or expert assistance.

How will this standard be complied with by the delivery system?
INVESTIGATORS
The public defender's office will hire two full-time investigators for indigent defense clients. The public defender will also contract with outside investigators for conflict cases for up to 275 hours per year.

Outside investigators will be paid an hourly rate not to exceed $75.

EXPERT WITNESSES
The public defender will retain expert witness as needed. The expenses incurred for expert witnesses will be paid at the hourly rates published by the MIDC.

Expert witnesses will be compensated according to a tiered level of compensation based on education level and type of expert, not to exceed these amounts:

- High School or Equivalent $30/hr.
- Associate's Degree $50/hr.
- Bachelor's Degree $70/hr.
- Master's Degree $85/hr.
- Crime Scene and Related Experts $100/hr.
- CPA/Financial Expert $100/hr.
- Pharmacy/PharmD. $125/hr.
- Information Technology Experts $150/hr.
- Ph.D./Licensed Doctor $200/hr.

COST
The public defender's office will establish budget line items for outside investigators and expert witnesses. The capped amount of funds for outside investigators and expert witnesses in Ingham County is $50,000.

BUDGET FOR EXPERTS AND INVESTIGATORS:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
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<td>(2) Full Time Investigators Positions</td>
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<tr>
<td>Expert Witness</td>
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<tr>
<td>Outside Investigators</td>
<td>$20,000</td>
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</table>
Standard 4 – Counsel At First Appearance and Other Critical Stages of the Case

Counsel shall be appointed to provide assistance to the defendant as soon as the defendant’s liberty is subject to restriction by a magistrate or judge. All persons determined to be eligible for indigent criminal defense services shall also have appointed counsel at pre-trial proceedings, during plea negotiations and at other critical stages, whether in court or out of court.

How will this standard be complied with by the delivery system?

Counsel at First Appearance

Ingham County piloted counsel at first appearance (with Kent County) and continues to provide counsel at arraignment in the county funded court (D55). To meet MIDC Standard 4, we will continue to provide this representation in each district court as it is currently provided in D55.

The Public Defender Office (PD) will provide an appropriate attorney at all hours the district courts are open for business. PD will work with district courts to assure representation at both in-custody and walk-in arraignments. Representation will be a limited appointment for the purposes of arraignment only. PD arraignment counsel will be made available to all defendants appearing for arraignment without counsel. Assignment of counsel for the balance of each case will be made as described below. There is no guarantee to counsel for the rest of the case.

Appointment of Counsel

The courts will continue to determine eligibility. This will be done based on written application and utilizing the eligibility criteria set out in the MIDC Act (see MCL 780.991(3)(b) below).

Misdemeanor cases: Application will be made to and reviewed by the arraigning judge or magistrate who will make the initial eligibility determination.

Felony cases: Application will be made to and reviewed by C30 Pretrial Services Division who will make the initial eligibility determination.

Each district court currently appoints counsel and assesses contribution to partially indigent defendants pursuant to MCR 6.005(C). This practice will continue. The district courts will coordinate to assure consistency in such eligibility and amount of contribution.

Determination of eligibility will be forwarded to the PD. PD will assign counsel or initiate conflict panel process for private bar assignment as appropriate. Eligibility determination can be revisited at any time subsequent at the request of a party or at the initiation of the court.
Other Critical Stages

It is well settled law that an indigent defendant is entitled to representation at every critical stage of a criminal proceeding. The Ingham County compliance plan will assure assignment by PD or conflict panel promptly after arraignment. This attorney will represent the defendant at each future court appearance (vertical representation) consistent with MCL 780.991(2)(d).
# Indigent Defense System Budget

**Grant Year October 1, 2018 - September 2019**

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<tr>
<th>Personnel</th>
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<th>Local Share</th>
<th>Total</th>
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<td>hours and rate</td>
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### Contractual

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<th>Contracts for Attorneys</th>
<th>Services Provided</th>
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<th>Total</th>
<th>State Grant</th>
<th>Local Share</th>
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### Contracts for Experts and Investigators

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**Category Summary**

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### Contracts for Construction

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<td>Remodel Existing Space in Mason</td>
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<td>Courthouse - file cabinets, overfile system and 2 sliding doors ($1,389) and table with chairs ($530)</td>
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**Category Summary**

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### NOVEMBER 13, 2018 REGULAR MEETING

**Office Furniture Installation**
- $15,241.00

**Printer/copiers**
- $12,312.00

**Computers**
- $62,150.00

**Polycom**
- 8 units: $29,100.00
- $10,000.00

**Scanners**
- 4 x $7000: $28,000.00

### Category Summary
- $289,955.00
- $22,100.00
- $267,855.00
- $0.00
- $289,955.00

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- $64,510.00
- $0.00
- $0.00
- $64,510.00

<table>
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<tr>
<th>Supplies/Services</th>
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<th>Total</th>
<th>State Grant</th>
<th>Local Share</th>
<th>Sources</th>
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<td>Office Supplies</td>
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<td>telephone/internet</td>
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<td>Indirect costs</td>
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<td>Case mgmt licenses</td>
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### Category Summary
- $536,128.60
- $536,128.60
- $0.00
- $0.00
- $536,128.60

**Budget Total**
- $5,422,988.00
- $4,520,487.00
- $902,021.00
- $0.00
- $5,422,988.00

Page 75 of 86
DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET, VEHICLE AND TRAVEL SERVICES (VTS)
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES
Effective January 1, 2018

**MICHIGAN SELECT CITIES**

<table>
<thead>
<tr>
<th></th>
<th>Individual</th>
<th>Group Meeting pre-arranged and approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lodging**</td>
<td>$75.00</td>
<td>$75.00</td>
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<tr>
<td>Breakfast</td>
<td>$10.25</td>
<td>$13.25</td>
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<tr>
<td>Lunch</td>
<td>$10.25</td>
<td>$13.25</td>
</tr>
<tr>
<td>Dinner</td>
<td>$24.25</td>
<td>$27.25</td>
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**MICHIGAN IN-STATE ALL OTHER**

<table>
<thead>
<tr>
<th></th>
<th>Individual</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Lodging**</td>
<td>$75.00</td>
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</tr>
<tr>
<td>Breakfast</td>
<td>$8.50</td>
<td>$11.50</td>
</tr>
<tr>
<td>Lunch</td>
<td>$8.50</td>
<td>$11.50</td>
</tr>
<tr>
<td>Dinner</td>
<td>$19.00</td>
<td>$22.00</td>
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</table>

|                | $81.50     | $81.50                                 |
| Lodging        | $45.60     | $45.60                                 |
| Breakfast      | $8.50      | $11.50                                 |
| Lunch          | $8.50      | $11.50                                 |
| Dinner         | $19.00     | $22.00                                 |

**OUT-OF-STATE SELECT CITIES**

<table>
<thead>
<tr>
<th></th>
<th>Individual</th>
<th>Contact Conlin Travel</th>
<th>Group Meeting pre-arranged and approved</th>
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<tr>
<td>Lunch</td>
<td>$25.25</td>
<td></td>
<td>$28.25</td>
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**OUT-OF-STATE ALL OTHER**

<table>
<thead>
<tr>
<th></th>
<th>Individual</th>
<th>Contact Conlin Travel</th>
<th>Group Meeting pre-arranged and approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lodging**</td>
<td>$10.25</td>
<td>Contact Conlin Travel</td>
<td>$13.25</td>
</tr>
<tr>
<td>Breakfast</td>
<td>$10.25</td>
<td></td>
<td>$13.25</td>
</tr>
<tr>
<td>Lunch</td>
<td>$23.50</td>
<td></td>
<td>$25.50</td>
</tr>
</tbody>
</table>

|                | $89.50     | $89.50                |
| Lodging        | $45.50     | $45.50                |
| Breakfast      | $10.25     | $13.25                |
| Lunch          | $10.25     | $13.25                |
| Dinner         | $23.50     | $26.50                |

Incidental Costs (per overnight stay) $5.00

**Mileage Rates**

<table>
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<tr>
<th></th>
<th>Premium Rate</th>
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<tbody>
<tr>
<td>Standard Rate</td>
<td>$0.340 per mile</td>
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**See Select High Cost City Listing**

**Lodging available at State Rate, or call Conlin Travel at 877-654-2179 or www.somtravel.com**
## SELECT HIGH COST CITY LIST
TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED and UNCLASSIFIED EMPLOYEES EFFECTIVE October 1, 2017

### Michigan Select Cities/Counties

<table>
<thead>
<tr>
<th>Cities</th>
<th>Counties</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ann Arbor, Auburn Hills, Detroit, Grand Rapids, Holland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City, Leelanau</td>
<td>All of Wayne and Oakland</td>
</tr>
</tbody>
</table>

### Out of State Select Cities/Counties

<table>
<thead>
<tr>
<th>State</th>
<th>City/County</th>
<th>Counties</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arizona</td>
<td>Phoenix, Scottsdale, Sedona</td>
<td>Massachusetts Boston (Suffolk), Burlington, Cambridge, Woburn, Martha’s Vineyard</td>
</tr>
<tr>
<td>California</td>
<td>Los Angeles (Los Angeles, Orange &amp; Ventura Counties, Edwards AFB), Eureka, Arcata, McKinleyville, Mammoth Lakes, Mill Valley/San Rafael/Novato, Monterey, Palm Springs, San Diego, San Francisco, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park</td>
<td>Minnesota Minneapolis/St. Paul (Hennepin and Ramsey Counties)</td>
</tr>
<tr>
<td>Colorado</td>
<td>Aspen, Steamboat Springs, Telluride, Vail</td>
<td>Nevada Las Vegas</td>
</tr>
<tr>
<td>Connecticut</td>
<td>Bridgeport/Danbury</td>
<td>New Mexico Santa Fe</td>
</tr>
<tr>
<td>District of Columbia</td>
<td>Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, In Virginia; and the counties of Montgomery and Prince George’s in Maryland)</td>
<td>New York Lake Placid, Manhattan (the borough of Manhattan, Brooklyn, Bronx, Queens and Staten Island, Riverhead, Ronkonkoma, Melville</td>
</tr>
<tr>
<td>Florida</td>
<td>Boca Raton, Delray Beach, Jupiter, Fort Lauderdale, Key West</td>
<td>Pennsylvania Bucks County, Pittsburgh</td>
</tr>
<tr>
<td>Idaho</td>
<td>Sun Valley/Ketchum</td>
<td>Rhode Island Bristol, Jamestown, Middletown/Newport (Newport County) Providence</td>
</tr>
<tr>
<td>Illinois</td>
<td>Chicago (Cook and Lake counties)</td>
<td>Texas Austin, Dallas, Houston (L.B. Johnson Space Center)</td>
</tr>
<tr>
<td>Louisiana</td>
<td>New Orleans</td>
<td>Utah Park City (Summit County)</td>
</tr>
<tr>
<td>Maine</td>
<td>Bar Harbor</td>
<td>Vermont Manchester, Montpelier, Stowe (Lamoille County)</td>
</tr>
<tr>
<td>Maryland</td>
<td>Montgomery &amp; Prince George County Baltimore City, Ocean City</td>
<td>Virginia Alexandria, Falls Church, Fairfax</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Washington Port Angeles, Port Townsend, Seattle</td>
</tr>
</tbody>
</table>
Introduce by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO PURCHASE A USED 2018 BOSTON WHALER BOAT FOR INGHAM COUNTY SHERIFF’S OFFICE MARINE PATROL FROM GULL LAKE MARINE

RESOLUTION # 18 – 477

WHEREAS, the Ingham County Sheriff’s Office is responsible for patrolling and maintaining the safe waterways of Ingham County; and

WHEREAS, the Ingham County Sheriff’s Office is requesting to purchase a used 2018 Boston Whaler Boat from Gull Lake Marine; and

WHEREAS, the used 2018 Boston Whaler comes fully equipped with all equipment to patrol the waterways of Ingham County; and

WHEREAS, the used 2018 Boston Whaler Boat can only be purchased from Gull Lake Marine; and

WHEREAS, no other dealership in Michigan has or can provide the same boat with required equipment as the boat located at Gull Lake Marine; and

WHEREAS, Gull Lake Marine is a sole source company for this equipment; and

WHEREAS, the total expenditure for this proposal is not to exceed $42,920.00.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the Sheriff’s Office to purchase a 2018 Boston Whaler and associated equipment from Gull Lake Marine for a total not to exceed $42,920.00.

BE IT FURTHER RESOLVED, that Ingham County recognizes Gull Lake Marine as a sole source vendor for this equipment.

BE IT FURTHER RESOLVED, that the Controller/Administrator is directed to make the necessary adjustments to the 2018 Sheriff’s Office budget.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Board Chairperson to sign any necessary contract documents or purchase documents that are consistent with this resolution and approved as to form by the County Attorney.
NOVEMBER 13, 2018 REGULAR MEETING

LAW & COURTS: Yeas: Crenshaw, Celentino, Banas, Schafer, Maiville
Nays: None  Absent: Hope, Anthony  Approved 11/01/2018

FINANCE: Yeas: Grebner, Crenshaw, Tennis, Morgan, Schafer
Nays: None  Absent: Anthony  Approved 11/07/2018

Adopted as a part of the consent agenda.
Introduced by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A CONTRACT WITH THE INGHAM COUNTY
SHERIFF’S OFFICE AND ROBERTSON RESEARCH INSTITUTE

RESOLUTION # 18 – 478

WHEREAS, the Ingham County Sheriff’s Office wishes to enter into contract with Robertson Research Institute for the services of a wellness program; and

WHEREAS, the Robertson Research Institute will provide a 1 year wellness program that will include health and education programs for 20 employees of the Sheriff’s Office; and

WHEREAS, this wellness program will consist of individual assessments, seminars and one-on-one meetings throughout the 1 year program; and

WHEREAS, the Robertson Research Institute will provide identified information and outcomes of the programs results; and

WHEREAS, the total expenditure for this proposal is not to exceed $10,000.00.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the Sheriff’s Office to enter into a contract agreement with Robertson Research Institute for the period of October 1, 2018 through September 30, 2019 for an amount not to exceed $10,000 for the purpose of providing a wellness program for employees of the Ingham County Sheriff’s Office.

BE IT FURTHER RESOLVED, that Ingham County recognizes Robertson Research Institute a sole source vendor for this program.

BE IT FURTHER RESOLVED, that the Controller/Administrator is directed to make the necessary adjustments to the 2018 Sheriff’s Office budget.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Board Chairperson to sign any necessary contract documents that are consistent with this resolution and approved as to form by the County Attorney.
LAW & COURTS:  Yeas: Crenshaw, Celentino, Banas, Schafer, Maiville
               Nays: None  Absent: Hope, Anthony  Approved 11/01/2018

FINANCE:  Yeas: Grebner, Crenshaw, Tennis, Morgan, Schafer
              Nays: None  Absent: Anthony  Approved 11/07/2018

Adopted as a part of the consent agenda.
Introducing by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ACCEPT A BISSELL PET FOUNDATION EMPTY THE SHELTERS FREE ADOPTION GRANT

RESOLUTION # 18 – 479

WHEREAS, the Ingham County Animal Control and Shelter has applied for and has been approved to receive a grant from the BISSELL Pet Foundation; and

WHEREAS, the purpose of this grant is to reimburse Ingham County Animal Control for no fee animal adoptions finalized on December 1st, 2018; and

WHEREAS, the award amount of this grant is dependent on the number of animals adopted on December 1st, 2018, but is anticipated to not exceed $5,000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves acceptance of the grant from the BISSELL Pet Foundation for an amount to be determined by the number of adoptions finalized on December 1st, 2018, but not to exceed $5,000 with no match requirement.

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

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

LAW & COURTS: Yeas: Crenshaw, Celentino, Banas, Schafer, Maiville
Nays: None  Absent: Hope, Anthony  Approved 11/01/2018

FINANCE: Yeas: Grebner, Crenshaw, Tennis, Morgan, Schafer
Nays: None  Absent: Anthony  Approved 11/07/2018

Adopted as a part of the consent agenda.
SPECIAL ORDERS OF THE DAY

Commissioner Crenshaw moved to waive the term limit and reappoint Debra Voss to the Housing Commission. Commissioner Tennis supported the motion.

The motion carried unanimously.

COMMISSIONER ANNOUNCEMENTS

Chairperson Celentino stated that Former Commissioner, now State Representative-Elect, Anthony would be moving on to the State House of Representatives. He further stated that was the reason why she was leaving the Board of Commissioners.

Chairperson Celentino stated that he enjoyed Representative-Elect Anthony’s service to Ingham County and friendship. He further stated that he had learned a lot from her.

Chairperson Celentino stated that he had listened to Representative-Elect Anthony for some things, but not all. He further stated that all joking aside, Representative-Elect Anthony contributed immensely to the Board of Commissioners.

Chairperson Celentino stated that it was a tradition for those who were leaving to receive a plaque from the Board of Commissioners. He read the plaque.

Representative-Elect Anthony stated that she would like to thank the Board of Commissioners for the plaque which she would hang in her new office. She further stated that everyone was welcome to visit as she will miss everyone.

Representative-Elect Anthony stated extremely busy the last few weeks and had intended to write up something, but had only jotted some quick notes tonight. She further stated that she would like to say thank you as it was the honor of her life to serve as a colleague of the Board of Commissioners.

Representative-Elect Anthony stated that she would like to thank the people of the Ingham County Commissioner Third District. She further stated that she had served the area where she grew up and it was an honor to do so.

Representative-Elect Anthony stated that she would like to thank members of the Board of Commissioners for their support. She further stated that she would also like to thank the County-wide Elected Officials that she had worked closely with including Clerk Barb Byrum, Register of Deeds Derick Quinney, and Sheriff Scott Wriggelsworth.

Representative-Elect Anthony stated that Sheriff Wriggelsworth had been very helpful during a special time, when her brother was in a very bad car accident.

Representative-Elect Anthony stated that Sheriff Wriggelsworth had called her personally and come to the hospital to sit with her and her parents and helped to make them laugh and smile.
Representative-Elect Anthony stated that Board Director Becky Bennett also came to the hospital and she held a special place in her heart. She further stated that her mom loves Ms. Bennett also.

Representative-Elect Anthony stated that she wanted to thank the Controller’s Office for helping her to prepare for meetings and making her job easier. She further stated that she wanted to thank her colleagues on the Board of Commissioners for entrusting her to be the Chairperson and Vice-Chairperson and it was an honor that they thought her worthy of being their leader.

Representative-Elect Anthony stated that she would like to thank everyone for allowing her the freedom to do some things new and differently such as the newsletter. She further stated that the work done at the County was important and it was good to make it known.

Representative-Elect Anthony stated that she had given a State of the County Address and it went well. She further stated that she hoped that the Board of Commissioners continued to showcase their work.

Representative-Elect Anthony stated that she considered the members of the Board of Commissioners more than fellow professionals and colleagues but also friends. She further stated that at a recent orientation at the State House of Representatives the new members were introducing themselves and announcing if they were Republican or Democrats.

Representative-Elect Anthony stated that it rubbed her the wrong way because in the County everyone was more like family and partisanship did not matter. She further stated that she would take that spirit of bipartisanship to her new job.

Representative-Elect Anthony stated that former Commissioner Don Vickers was her first mentor on the Board of Commissioners because he was kind. She further stated that the she would like the Board of Commissioners to continue to strive for more diversity and to work toward equity and inclusion.

Representative-Elect Anthony stated that she would like to congratulate Derrell Slaughter on his appointment and election to the Board of Commissioners. She further stated that she believed he would represent the district well.

Commissioner Crenshaw moved to appoint Commissioners Crenshaw, Banas, Morgan, Nolan, Slaughter, Maiville, Naeyaert, and Schafer to the Chief Public Defender Interview Selection Committee. Commissioner Banas supported the motion.

The motion carried unanimously.

PUBLIC COMMENT

Myles Johnson, entrepreneur, stated that being in this room was inspiring, especially as a young man with political desires. He stated that it was very inspiring to him, particularly since he had worked with Commissioner Slaughter.

Commissioner Naeyaert thanked Representative-Elect Anthony for her service and air of bipartisanship. She further stated that she would like to invite everyone to the Light Parade and Tree Lighting in Mason on November 23, 2018 at 6:00 p.m.
Commissioner Crenshaw welcome to Commissioners Slaughter and Triplett. He further stated that he would like to thank Representative-Elect Anthony for her service.

Commissioner Crenshaw stated that he had reached out to Representative-Elect Anthony in 2013 and her work and wisdom had helped him get through many issues. He further stated that he will miss County issue conversations with Representative-Elect Anthony, but it would be good to have friends in the State Legislature including her and State Representative-Elect Hope.

Commissioner Crenshaw stated that he looked forward to working with them in the future.

Vice-Chairperson Sebolt stated that the REO Town Holiday Artisan Marketplace Pop Up started this Saturday at 10:00 a.m. to 5:00 p.m. He further stated that they would continue on Saturdays through December.

Vice-Chairperson Sebolt stated that he appreciated Representative-Elect Anthony’s mentorship and appreciated that she put faith in him to chair a special committee. He further stated that he had her cell phone number and would be bypassing her staff to speak to her as a State Representative.

Commissioner Grebner stated that he would like to correct everyone as Former Commissioner Anthony was now officially Representative Anthony, not a Representative-Elect as the election had been canvassed.

Clerk Byrum stated that the election was not fully canvassed at this time, so it was not official.

Commissioner Grebner stated that he did not know that they were not done with the canvass. He further stated that this was an unusual year for the Board of Commissioners and there had been a record four appointments of Commissioners.

Commissioner Grebner stated that the turnover was not unusual after an election, but it was unusual to have four appointments.

Commissioner Banas stated that she would like to add accolades to Representative-Elect Anthony as she had lots of brains, intellect, thoughtfulness, and great compassion. She further stated that those qualities were so important for a State Representative.

Commissioner Banas stated that she would like to thank Representative-Elect Anthony for her service and friendship. She further stated that she would like to welcome the new members, Commissioners Triplett and Slaughter.

Commissioner Slaughter stated that he would like to thank the Board of Commissioners for the appointment to finish out this term for District 3. He further stated that Ingham County was well run.

Commissioner Slaughter stated that Representative-Elect Anthony had been a good friend and mentor and he looked forward to her work in the State House.
CONSIDERATION AND ALLOWANCE OF CLAIMS

Commissioner Tennis moved to pay the claims in the amount of $5,541,407.66. Commissioner Morgan supported the motion.

The motion carried unanimously.

ADJOURNMENT

The meeting was adjourned at 6:59 p.m.

BARB BYRUM, CLERK OF THE BOARD