THE FINANCE COMMITTEE WILL MEET ON WEDNESDAY, NOVEMBER 7, 2018 AT 6:00 P.M., IN THE PERSONNEL CONFERENCE ROOM (D & E), HUMAN SERVICES BUILDING, 5303 S. CEDAR, LANSING.

Agenda

Call to Order
Approval of the October 17, 2018 Minutes
Additions to the Agenda
Limited Public Comment

1. **Sheriff’s Office**
   a. Resolution to Purchase a Used 2018 Boston Whaler Boat for Ingham County Sheriff’s Office Marine Patrol from Gull Lake Marine
   b. Resolution to Authorize a Contract with the Ingham County Sheriff’s Office and Robertson Research Institute

2. **Animal Control** – Resolution to Accept a Bissell Pet Foundation Empty the Shelters Free Adoption Grant

3. **Community Agencies** – Resolution Authorizing 2019 Agreements for Community Agencies

4. **MSU Extension** – 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

5. **Parks Department** – 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

6. **Health Department**
   a. Resolution to Authorize Amendment #1 to the 2018-2019 Comprehensive Agreement with the Michigan Department of Health and Human Services
   b. Resolution to Authorize an Agreement with the Michigan Department of Environmental Quality for 2018-2019
   c. Resolution to Establish a Trust and Agency Account for the Mason Capital Area Prescription Drug Task Force
   d. Resolution to Extend Kresge Agreement & Contract with Anker Elektra LLC
7. **Equalization Department** – Resolution Appointing Robert L. Francis as County Grant Administrator for the Ingham County Remonumentation Project

8. **Innovation and Technology Department**
   a. Resolution to Approve Renewal of Support from Core Technology
   b. Resolution to Approve the Purchase of Cyberark Endpoint Privilege Manager from CDW-G
   c. Resolution to Renew the Contract for Cell Phone Services from Verizon

9. **Facilities Department**
   a. Resolution to Authorize an Agreement with Lansing Tile & Mosaic, Inc. to Replace the Flooring in the Women’s Health Two Lobby Areas and Hallway
   b. Resolution to Authorize 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)

10. **Controller/Administrator’s Office**
    a. **Annual Debt Financing Report (Informational Item)**
    b. Resolution to Authorize Additional Payment to Plante Moran for Preparation of the 2018 Comprehensive Annual Financial Report
    c. 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

11. **Board Referrals**
    a. Assessing Officers Report for Industrial Facility Exemption Certificates for Delhi Charter Township for 2018
    b. Resolution from the Bay County Board of Commissioners in Opposition to Senate Bill 1031, a Bill to Amend 1893 PA 206, Entitled, “The General Property Tax Act”

Announcements
Public Comment
Adjournment

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

The County of Ingham will provide necessary reasonable auxiliary aids and services, such as interpreters for the hearing impaired and audio tapes of printed materials being considered at the meeting for the visually impaired, for individuals with disabilities at the meeting upon five (5) working days notice to the County of Ingham. Individuals with disabilities requiring auxiliary aids or services should contact the County of Ingham in writing or by calling the following: Ingham County Board of Commissioners, P.O. Box 319, Mason, MI 48854  Phone: (517) 676-7200. A quorum of the Board of Commissioners may be in attendance at this meeting. Meeting information is also available on line at www.ingham.org.
FINANCE COMMITTEE  
October 17, 2018  
Draft Minutes

Members Present: Grebner, Crenshaw, Morgan, Tennis (arrived at 6:11 p.m.), Anthony, and Schafer

Members Absent: Koenig

Others Present: Judge Thomas Boyd, Bill Conklin, Michael Townsend, Lindsey LaForte, and others.

The meeting was called to order by Chairperson Grebner at 6:00 p.m. in Conference Room D & E of the Human Services Building, 5303 South Cedar Street, Lansing, Michigan.

Approval of the October 3, 2018 Meeting Minutes

WITHOUT OBJECTION, CHAIRPERSON GREBNER STATED THE OCTOBER 3, 2018 MEETING MINUTES WERE APPROVED AS PRESENTED. Absent: Commissioners Tennis and Koenig.

Additions to the Agenda

10. Board of Commissioners – Resolution to Authorize Membership with the Capitol Council of Governments

Limited Public Comment

None.

MOVED BY COMM. MORGAN, SUPPORTED BY COMM. SCHAFER, TO APPROVE A CONSENT AGENDA CONSISTING OF THE FOLLOWING ACTION ITEMS:

1. Sheriff’s Office – Resolution to Authorize an Agreement with Delhi Township for Police Services from January 1, 2019 through December 31, 2022

2. 55th District Court
   a. Resolution Authorizing the Ingham County 55th District Court to Accept a Grant Award from the Michigan Supreme Court State Court Administrative Office - Michigan Mental Health Court Grant Program (SCAO-MMHCGP), Continue a Probation Officer Position, and Enter into Subcontracts
   b. Resolution Authorizing the Ingham County 55th District Court to Accept a Grant Award from the Michigan Supreme Court’s State Court Administrative Office - Michigan Drug Court Grant Program (SCAO-MDCGP) and Enter into Subcontracts
3. **Health Department**
   a. Resolution to Accept Substance Use Disorder Funding Award
   b. Resolution to Authorize the First Year of a New Funding Cycle of the Americorps*Vista Grant 2018-2019
   c. Resolution to Authorize Agreements with Wayne Children’s Healthcare Access Program to Act as the Fiduciary/Payee for Agency Funding

5. **Innovation & Technology Department**
   a. Resolution to Approve the Purchase of an Additional License for Netbrain Software
   b. Resolution to Approve the Contract for Renewing Courtview Support Services
   c. Resolution to Approve Renewal of Training from ITProTV

6. **Financial Services**
   a. Resolution to Waive the Public Act 152 Health Care Requirements for 2019
   b. Resolution to Accept the Recommendation of the Ingham County Health Care Coalition for Employee Benefits for 2019 and Authorizing Letters of Agreement with Bargaining Units

7. **Purchasing Department** – Resolution to Approve the Disposal of County-Owned Surplus Property

8. **Road Department**
   a. Resolution to Authorize the Purchase of Single Tungsten Carbide Inserted Grader Blades
   b. Resolution to Approve a Restrictive Covenant for the Kerns Road Salt Storage Site Closure Project

9. **Controller/Administrator’s Office** – Ingham County 2019 General Appropriations Resolution

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioners Tennis and Koenig.

THE MOTION TO APPROVE THE ITEMS ON THE CONSENT AGENDA CARRIED UNANIMOUSLY. Absent: Commissioners Tennis and Koenig.

Later in the meeting, the rules were suspended to allow Commissioner Tennis to vote on the consent agenda. Commissioner Tennis voted to approve the consent agenda and the items on the consent agenda.
4. **Indigent Defense Collaborative Committee – Resolution Creating an Administrator Position and an Executive Assistant Position for the Public Defenders Office**

MOVED BY COMM. CRENSHAW, SUPPORTED BY COMM. SCHAFER, TO APPROVE THE RESOLUTION.

Chairperson Grebner stated that the person that wrangled this plan for indigent defense through the State was in the room. He further stated that it looked like the Public Defender’s Office would not cost the County anything but that was a false appearance.

Chairperson Grebner stated that the Public Defender’s Office would break things in other departments. He further stated that there would be about 30 attorneys eventually working for the Public Defender.

Chairperson Grebner stated that those 30 attorneys would file one or two motions a week which added up to about 1,000 annually. He further stated that these would be additional briefs and hearings that the Prosecutor’s Office did not deal with under the current system.

Chairperson Grebner stated that the Public Defender’s Office would also be additional work for the Sheriff’s Office with the increased need for transporting inmates. He further stated that the reason to create this office was not for free money, but because the current system did such a poor job that it deserved money to be spent to fix it.

Chairperson Grebner stated that the appearance of this plan created by this skillful person in the audience was that it did not cost the County money because the State will provide funding for the Public Defender’s Office. He further stated that it was not true because the Public Defender’s Office would create a cost of about $2 million elsewhere in the County.

Judge Thomas Boyd, 55th District Court, stated that law enforcement could change. He further stated that there could be fewer cases like driver’s license suspensions that people could not afford to pay and more cases with actual criminals committing crimes such as theft.

Judge Boyd stated that the criminal justice system was not about public safety right now, it was really about tax collection, at least at the misdemeanor level. He further stated that if the County changed and took on this challenge to spend $2 million and stop using Courts as tax collection there may be a whole new paradigm.

Chairperson Grebner stated that he doubted that, although it was visionary.

Commissioner Schafer asked that Judge Boyd be invited to the table to discuss this issue.

Discussion.

Chairperson Grebner stated that this was good stuff, but the County would be dragged into it kicking and screaming. He further stated that they would find that the Prosecutor’s Office could
not continue to operate at the way they have and would either need to stop doing some of the things they were doing now or would need additional staff.

Chairperson Grebner stated that the County would find that the courts were busier, think the time it would take to rule on 1,000-2,000 additional motions. He further stated that ruling on a motion was not simple, and he expected that it would require a Judge to read law and the briefs, and argue with the attorneys.

Chairperson Grebner stated that at times there may be appeals for those rulings also. He further stated that the County should think of the time it would take to deal with all of those motions.

Commissioner Schafer stated that he did not debate what the Chairperson was saying, but there was a settlement of justice such as that Judge Boyd stated. He further stated that one example of a tax versus a public safety issue was the driver’s responsibility fee that cost people additional $500-1000 per year.

Commissioner Schafer stated that they needed to change the system.

Judge Boyd stated that he would like to remind the Chairperson that the issue of indigent defense had been the County’s burden since 1963.

Chairperson Grebner stated that indigent defense was the County’s responsibility on paper, but like many things the County was capable of doing it on such a low level that it had not cost much. He further stated that the County had run a ragged and inadequate system of defense for indigent persons.

Chairperson Grebner stated that if anyone got a good defense it was purely an accident. He further stated that every now and again there was a defendant who got a good attorney.

Judge Boyd stated that he was a big critic of the current indigent defense system but he would not say that it was that bad. He further stated that it was not quite as bad as described.

Judge Boyd stated that there were some very good lawyers doing very good work.

Chairperson Grebner stated that there were some good lawyers, but they were getting only a $250 fee which was a strong enough incentive to not argue too much.

Discussion.

Chairperson Grebner stated that with a Public Defender, there would be a lot more contested hearings. He further stated that creating this office was a good thing, but when spending millions of dollars the Board of Commissioners needed to think of these issues.

Commissioner Morgan stated that he would like to hear from Judge Boyd about what he thought of Chairperson Grebner’s comments.
Judge Boyd stated that he could not disagree with Chairperson Grebner’s comments. He further stated that the best example was the National Institute of Science had come out with a report that stated that most forensic science was junk science and most of what came before judge and jury was not science.

Judge Boyd stated that some forensic science was done so poorly it did not meet the standards for science. He further stated that a local attorney, Mike Nichols, latched on to this report and the concept that the science was bad.

Judge Boyd stated the Mr. Nichols was making a boatload of money kicking the Michigan State Police (MSP) crime lab all over the State. He further stated that he had heard a case where Mr. Nichols asked the head of the MSP Crime Laboratory Technician how the process worked.

Judge Boyd stated that the MSP Technician asked Mr. Nichols if he wanted the explanation for now or before. He further stated that Mr. Nichols asked, “Before what?”

Judge Boyd stated that the MSP Technician replied, “You remember, Mr. Nichols, when you beat us in Ludington and we had to change the way we had to do things. Now or before that?” He further stated that the MSP was basically testifying saying, “Do we tell you how we used to mess it up or how we do it now?”

Judge Boyd stated that the science had been that bad and if they had not been caught or challenged, that process would have continued. He further stated that it was a perfect example of what was really going wrong.

Commissioner Tennis arrived at the meeting at 6:11 p.m.

Judge Boyd stated that the United States Supreme Court decided in 2013 you had a right to have a lawyer at a pretrial hearing. He further stated that it happened in Ingham County but not in other counties such as Eaton County.

Judge Boyd stated that Supreme Court Justice Kennedy said that 85% of cases ended in plea and there was not a system of trials anymore. He further stated that we had a system of pleas.

Judge Boyd stated that if you actually gave defense lawyers the money and resources that they needed, there would be a whole different set of pleas or trials. He further stated that the system would change.

Judge Boyd stated that these issues were conversations that the Law & Courts Committee, the Sheriff’s Office, and Prosecutor’s Office would need to have going forward. He further stated that he used to joke that the reason prosecutors pushed back against indigent defense in 2013 was that they were concerned that they did not have a chance to win against defense attorneys really doing their jobs because the prosecutors would need way more people.

Judge Boyd stated that in the bigger counties, the prosecutors asked to be on the indigent defense council.
Chairperson Grebner stated that they were all turned down.

Judge Boyd stated that they were all turned down and one was still suing over that issue.

Chairperson Grebner stated that eventually the County would find itself changing. He further stated that some things would need to no longer be prosecuted, but in general the Prosecutor’s Office would need more people, have more work, need to give more responses because of the Public Defender’s Office.

Judge Boyd stated that in 2010 then Representative Mark Meadows chaired the Judiciary Committee there was legislation in the works for the State to take over indigent defense. He further stated he attended the committee meetings to argue for local control,

Judge Boyd stated that at that time he asked the District Court to pull the last 10 juries selected. He further stated that out of the 10, 1 client plead guilty before the trial, 2 cases were dropped by the Prosecutor’s Office before trial, and the other 7 were acquittals.

Judge Boyd stated that what happened when you were basically 9 for 10 was that you got much better plea deals. He further stated that one defense attorney would only take cases to trial to make a statement.

Judge Boyd stated that if that defense attorney thought that the pleas offered were not fair, then it would go to trial and she would win the case and have it right sized for next time. He further stated that there would be better deals moving forward.

Judge Boyd stated that you could not predict with 100% certainty of what the future would look like.

Commissioner Morgan stated that his questions had been answered. He stated that he would like to thank Judge Boyd for his comments.

Chairperson Grebner stated that there would be unintended byproducts of establishing the Public Defender’s Office. He further stated that it was the nature of the defense attorneys to create a defense if none was available.

Chairperson Grebner stated that some money would be wasted and this would not result in everything being acquitted.

Commissioner Morgan stated that if the Public Defender’s Office could accomplish one acquittal that would not be done under the current system, it was worth it.

Discussion.

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioner Koenig.
MOVED BY COMM. SCHAFER, SUPPORTED BY COMM. CRENSHAW, TO SUSPEND THE RULES AND ALLOW COMMISSIONER TENNIS TO VOTE ON THE CONSENT AGENDA.

CHAIRPERSON GREBNER STATED THAT, WITHOUT OBJECTION, COMMISSIONER TENNIS WOULD BE ALLOWED TO VOTE ON THE CONSENT AGENDA.

COMMISSIONER TENNIS VOTED YEA ON BOTH THE CONSENT AGENDA AND TO APPROVE THE ITEMS ON THE CONSENT AGENDA.

10. Board of Commissioners – Resolution to Authorize Membership with the Capitol Council of Governments

MOVED BY COMM. CRENSHAW, SUPPORTED BY COMM. ANTHONY, TO APPROVE THE RESOLUTION.

Commissioner Anthony stated that she intended to support the resolution with a caveat. She further stated that the Board of Commissioners did not receive the annual report from the Capitol Council of Governments (CAPCOG).

Commissioner Anthony stated that CAPCOG typically shared the Programmatic and Finance Annual reports. She further stated that perhaps the liaison for CAPCOG may not have asked for the reports, but it was prudent to review the reports.

Commissioner Anthony stated that she supported the resolution. She further stated that as a former CAPCOG liaison, she thought it would be a bit disingenuous to not fund this since Clinton and Eaton Counties had been operating under the assumption that Ingham County would contribute their share.

Commissioner Anthony stated that going forward, if the County decided to not provide funding in the next year, they should do so upfront and share the information with the neighboring counties. She further stated that she would like to see the CAPCOG Programmatic and Finance reports.

MOVED BY COMM. CRENSHAW TO AMEND THE RESOLUTION AS FOLLOWS:

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners hereby authorize inclusion of $5,000 in the 2019 Board of Commissioners’ budget for Ingham County’s annual commitment to CAPCOG.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners requests that CAPCOG provide their 2017 Annual Programmatic and Finance Reports.

This was considered a friendly amendment.
THE MOTION TO APPROVE THE RESOLUTION, AS AMENDED, CARRIED. Yeas: Crenshaw, Morgan, Anthony, and Schafer Nays: Tennis and Grebner Absent: Koenig Announcements

Chairperson Grebner stated that the week of Thanksgiving there was a meeting scheduled for Wednesday, November 21, 2018. He asked if the Committee would prefer to move the meeting to Tuesday, November 20, 2018, following the County Services Committee meeting.

Discussion.

Chairperson Grebner stated the November 21, 2018 Finance Committee meeting would be moved to the November 20, 2018 at 7:00 p.m.

Commissioner Anthony stated that this would be her last Committee meeting as a Commissioner. She further stated that she appreciated the members of the Committee and thanked the Chairperson for his leadership this year.

Discussion.

Public Comment

None.

Adjournment

The meeting was adjourned at 6:23 p.m.
RESOLUTION ACTION ITEMS:

The Controller’s Office recommends approval of the following resolutions:

1a. **Sheriff’s Office** – Resolution to Purchase a Used 2018 Boston Whaler Boat for the Ingham County Sheriff’s Office Marine Patrol from Gull Lake Marine

This resolution would authorize the purchase of a used 2018 Boston Whaler Boat from Gull Lake Marine, which will be fully equipped to patrol the waterways of Ingham County. The boat can only be purchased from Gull Lake Marine, as no other dealership in Michigan has or can provide the same boat with required equipment, making Gull Lake Marine a sole source company for this equipment. The total cost for this equipment is not to exceed $42,920.00. A transfer of funds for this purchase was authorized by Resolution #18-394.

1b. **Sheriff’s Office** – Resolution to Authorize Entering into a Contract with the Ingham County Sheriff’s Office and Robertson Research Institute

This resolution would authorize entering into contract with Robertson Research Institute for the services of a wellness program designed to improve the overall health and wellness of Sheriff’s Office Law Enforcement and Corrections personnel. Robertson Research Institute will provide a one year wellness program that will include health and education programs consisting of individual assessments, seminars and one-on-one meetings for 20 employees of the Sheriff’s Office. The Robertson Research Institute will provide identified information and outcomes of the program results. The contract agreement will be for the period of October 1, 2018 through September 30, 2019 for an amount not to exceed $10,000.

The Sheriff’s Office discussed the program with the Human Resources Department, and this is not a program currently offered by the County.

2. **Animal Control** – Resolution to Accept a Bissell Pet Foundation Empty the Shelters Free Adoption Grant

This resolution 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.

3. **Community Agencies** – Resolution Authorizing 2019 Agreements for Community Agencies

This resolution approves agreements for community agency funding for FY 2019. Each application was evaluated making the “meeting basic needs” criteria a priority as approved in Board of Commissioners resolution #18-258. For 2019, Thirty two (32) applications were received, requesting a total of $302,272; and $200,000 is included in the 2019 budget for community agency funding. Each funded agency included in the recommendation is funded either at their request, or at what they received last year, with the exception of the new applications and Northwest Initiative (application received after deadline). Total recommended funding is $208,550. If the resolution is approved as recommended, the additional $8,550 could be utilized from the 2019 contingency fund.
4. **MSU Extension** – 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

This resolution authorizes the annual work plan with MSU Extension for 2019. For the period January 1, 2019 to December 31, 2019, the County shall pay to MSUE $213,463 which is the cost of the assessment plus any additional personnel costs. The Assessment Fee for Ingham County consists of the standard assessment amount of $130,385 and $83,078 for additional personnel, as described in Section A. Payment will be made the first month of each quarter of the county fiscal year.

5. **Parks Department** – Resolution to Renew the Agreement with Spicer Group to Provide Consulting Services to and Assist the Ingham County Parks staff with the Delivery of Certain Millage Related Items

The Board of Commissioners passed Resolution 16-524 to authorize a two year contract with Spicer Group Inc., for the purpose of providing consulting services to and assisting the Ingham County Parks staff with the delivery of 8 millage related items. The contract was a total two-year cost not to exceed $192,846.74 from the Trails and Parks Millage with a two year renewal option. This two year renewal option should not exceed the Consumer Price Index’s Annual Inflation rate or 1%, whichever is greater during the term of the agreement. The Park Commission, after reviewing and evaluating the deliverables completed by Spicer Group Inc. recommended at their October 22, 2018 meeting to renew the contract with Spicer for an additional two years 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.

6a. **Health Department** - Resolution to Authorize Amendment #1 to the 2018-2019 Comprehensive Agreement with the Michigan Department of Health and Human Services

This resolution amends the 2018-19 Comprehensive agreement by increasing funding received from the Michigan Department of Health & Human Services (MDHHS) from $5,217,733 to $5,383,596, for a total increase of $165,863. This amendment will increase the agreement for Comprehensive Local Health Services from $5,217,733 to $5,383,596, an increase of $165,863. The amendment makes the following specific changes in the 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

6b. **Health Department** - Resolution to Authorize an Agreement with the Michigan Department of Environmental Quality for 2018-2019

This resolution authorizes an agreement with the Michigan Department of Environmental Quality (MDEQ) whereby the MDEQ reimburses ICHD for expenses related to monitoring and inspection services. 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

6c. **Health Department** - *Resolution to Establish a Trust and Agency Account for the Mason Capital Area Prescription Drug Task Force*

This resolution establishes a trust and agency account for the Mason Capital Area Prescription Drug Task Force so that Ingham County may act as a fiduciary for donations and fundraising dollars received for educating and raising awareness regarding Ingham County’s prescription drug abuse epidemic.

6d. **Health Department** - *Resolution to Extend Kresge Agreement & Contract with Anker Elektra LLC*

This resolution extends the agreement with the Kresge Foundation through March 31, 2019 and to enter into an agreement with Anker Elektra LLC for executive coaching services, in the amount of $6,940 effective upon execution through March 31, 2019.

7. **Equalization Department** – *Resolution Appointing Robert L. Francis as County Grant Administrator for the Ingham County Remonumentation Project*

A grant application was submitted to the Office of Land Survey and Remonumentation of the Michigan Department of Licensing and Regulatory Affairs, for the sole purpose of receiving funds to implement Ingham County’s Monumentation and Remonumentation Plan. The Ingham County Remonumentation Committee consulted with and took into account the preferences and needs of local units of government, the Ingham County Road Department, local surveyors, and area real estate developers in choosing areas in which to work. Resolution #16-131 approved by the Board of Commissioners on April 12, 2016 authorized participation in an agreement with the Michigan Department of Licensing and Regulatory Affairs for the purpose of receiving grant funds for the Ingham County Monumentation and Remonumentation Project. That resolution appointed Equalization Director Douglas A. Stover as Grant Administrator, as required by statute (MCL 54.269a). A resolution recommended for approval by the Equalization Department would recognize the retirement of Mr. Stover and appoint Deputy Equalization Director Robert L. Francis as Grant Administrator.

8a. **Innovation and Technology Department** – *Resolution to Approve Renewal of Support from Core Technology*

Ingham County currently uses Multibridge and Talon software from Core Technology in the Sheriff’s Office and in patrol cars. Ongoing software support will ensure no disruption of service to our law enforcement personnel. The Chief Information Officer recommends approval of a resolution to renew support from Core Technology at a cost not to exceed $5,307.

8b. **Innovation and Technology Department** – *Resolution to Approve the Purchase of Cyberark Endpoint Privilege Manager from CDW-G*

Innovation and Technology Department (IT) efforts to enhance cybersecurity protection have hampered many users from performing some daily functions without constant assistance of IT staff. Affected users range from Assistant Prosecuting Attorneys being unable to view simple convenience store surveillance videos up to keeping the Health Department Electronic Medical Records system updated. The IT Department recommends
approval of a resolution to allow purchase of CyberArk Endpoint Security Manager, a system that will allow the Department to maintain an elevated security posture without the level of disruption currently experienced by end users, at a cost not to exceed $40,417.02.

8c. **Innovation and Technology Department** – *Resolution to Renew the Contract for Cell Phone Services from Verizon*

Verizon has provided cellular telephone service to Ingham County for almost 20 years now. The State recently renegotiated its contract with Verizon and now offers a more favorable pricing plan through MiDeal. The new plan provides for no penalty termination, unlimited data, unlimited minutes, and provides priority usage for first responders. The Chief Information Officer recommends approval of a resolution to renew the Verizon contract at an estimated annual cost of $159,350 for five years. Costs associated with the contract are spread to various departments based on usage.

9a. **Facilities Department** – *Resolution to Authorize an Agreement with Lansing Tile & Mosaic, Inc. to Replace the Flooring in the Women’s Health Lobby Areas*

Flooring in the two lobby areas and hallway of the Women’s Health is past its useful life. Lansing Tile & Mosaic, Inc., an authorized installer, has submitted proposal to remove the existing flooring, prep, furnish and install new vinyl flooring and cove base. The Facilities Department recommends approval of a resolution to authorize an agreement with Lansing Tile & Mosaic, Inc. to replace the flooring at a cost not to exceed $9,870.

9b. **Facilities Department** – *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*

The Facilities Department has identified a need for two additional card swipes at the north and south stairwells on the second floor judicial hallway doors at Veterans Memorial Courthouse. Only one quote was obtained as two other service providers declined to bid on this project. The Membership Committee of Michigan Municipal Risk Management Authority authorized 50% reimbursement funding through a Risk Avoidance Program Grant. The Facilities Director recommends approval of a resolution to authorize the purchase of two additional card swipes at a cost not to exceed $4,979.52.

10b. **Controller’s Office** – *Resolution to Authorize Additional Payment to Plante Moran for Preparation of the 2018 Comprehensive Annual Financial Report*

This resolution authorizes an additional payment of $12,500 to Plante Moran for preparation of the 12/31/18 Comprehensive Annual Financial Report. With the retiring of the Financial Services Director 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.

10c. **Controller’s Office** – *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*

This resolution would accept the grant from the State of Michigan to provide funding for the Compliance Plan and Cost Analysis Approved by the Michigan Indigent Defense Commission (MIDC) and the Board of Commissioners in 2017. The plan was created in order to comply with the first four minimum standards
approved by the Department of Licensing and Regulatory Affairs (LARA) and to provide quality defense to indigent people who are accused of crimes. The grant is for the time period October 1, 2018 through September 30, 2019, and totals $5,422,599, including a local share of $902,021. See memo for details.

PRESENTATION/DISCUSSION/OTHER ITEM:

10a. **Controller’s Office** – *Annual Debt Financing Report (Informational Item)*

11a. **Board Referrals** - Assessing Officers Report for Industrial Facility Exemption Certificates for Delhi Charter Township for 2018

11b. **Board Referrals** - Resolution from the Bay County Board of Commissioners in Opposition to Senate Bill 1031, a Bill to Amend 1893 PA 206, Entitled, “The General Property Tax Act”
TO: Law & Courts Committee  
    Finance Committee  
FROM: Undersheriff Andy Bouck  
DATE: October 18, 2018  
RE: RESOLUTION TO PURCHASE A USED 2018 BOSTON WHALER BOAT FOR THE INGHAM COUNTY SHERIFF’S OFFICE MARINE PATROL FROM GULL LAKE MARINE  

This resolution is for the approval to purchase a used 2018 Boston Whaler Boat from Gull Lake Marine.  

The Sheriff’s Office is requesting to purchase a used 2018 Boston Whaler Boat from Gull Lake Marine, to maintain the safe and secure water ways of Ingham County. The Sheriff’s Office patrols Lake Lansing and the Grand River with departmentally trained marine deputies. The particular boat requested to purchase is fully equipped with all required equipment to enforce the marine laws on all waterways within the County of Ingham without having to purchase additional equipment for operational use.
RESOLUTION TO PURCHASE A USED 2018 BOSTON WHALER BOAT FOR INGHAM COUNTY SHERIFF’S OFFICE MARINE PATROL FROM GULL LAKE MARINE

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.
TO: Law & Courts Committee
    Finance Committee

FROM: Undersheriff Andy Bouck

DATE: October 18, 2018

RE: RESOLUTION TO AUTHORIZE CONTRACTUAL AGREEMENT USE WITH THE INGHAM COUNTY SHERIFF’S OFFICE AND SERVICES ASSOCIATED WITH ROBERTSON RESEARCH INSTITUTE

This resolution is for the approval of the Ingham County Sheriff’s Office to enter into contractual agreement with Robertson Research Institute for a wellness program.

The Sheriff’s Office is requesting to invest in the wellness of all of its employees by contracting with a research institute to conduct individual assessments, seminars and one-on-one meetings and training with staff members who have volunteered to participate in the wellness program.
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

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 program’s 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.
TO: Board of Commissioners, Finance and Law & Courts Committee
FROM: Kate Turner, Interim Deputy Director; Ingham County Animal Control
DATE: October 26, 2018
SUBJECT: Resolution to accept Bissell Pet Foundation Grant

For the meeting agendas of November 1, 7, and 13.

BACKGROUND
The Ingham County Animal Control and Shelter (ICACS) has applied for and been awarded a grant to reimburse ICACS for limited fee ($20) adoptions finalized on December 1st, 2018 as part of the BISSELL Pet Foundation’s Empty the Shelters Adoption event. ICACS will make animals available to qualifying adopters and the BISSELL Pet Foundation will reimburse ICACS at the following rates:

- $49/senior dog (6 years and older)
- $105/dog (6 months to 6 years)
- $115/puppy (under 6 months)
- $45/senior cat (6 years and older)
- $50/cat or kitten (under 6 years)

Plus $4.95 per microchipped pet adopted out.

ICACS will use our regular adoption application, screening process and adoption agreement for adoptions done as part of this event. The grant will facilitate an increase in adoptions and marketing of the event will help raise the profile of ICACS’s adoption program in the community.

The amount of the grant will be determined by the number, species and ages of the animals adopted on October 6, 2018, but is anticipated not to exceed $5,000. There is no match requirement.

ALTERNATIVES
If the grant is not accepted, ICACS will adopt animals at the regular adoption fees that date.

FINANCIAL IMPACT
Accepting the grant may slightly enhance County revenue due to increased adoptions.

OTHER CONSIDERATIONS
Previous Bissell Foundation adoption events were very successful and increased adoptions from ICACS.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached resolution to accept the Bissell Pet Foundation Grant.
INTRODUCED 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

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.
TO: Human Services and Finance Committees

FROM: Jared Cypher, Deputy Controller

DATE: October 23, 2018

SUBJECT: Resolution Authorizing 2019 Agreements for Community Agencies

For the meeting agendas of November 5 and November 7

BACKGROUND
Attached is the resolution approving community agency funding for FY 2019. Each application was evaluated making the “meeting basic needs” criteria a priority as approved in Board of Commissioners resolution #18-258.

ALTERNATIVES
N/A

FINANCIAL IMPACT
For 2019, Thirty two (32) applications were received, requesting a total of $310,147; and $200,000 is included in the 2019 budget for community agency funding. Each funded agency included in the recommendation is funded either at their request, or at what they received last year, with the exception of the new applications and Northwest Initiative (application received after deadline). Total recommended funding is $208,550. If the resolution is approved as recommended, the additional $8,550 could be utilized from the 2019 contingency fund.

Binders containing the applications of each agency have been previously distributed to you. Please bring those with you to the meeting, as they will provide helpful information for your discussions.

STRATEGIC PLANNING IMPACT
This resolution addresses the County’s overarching long-term objective of “Meeting Basic Needs”, such as food, clothing, and shelter.

OTHER CONSIDERATIONS
N/A.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached resolution.
Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING 2019 AGREEMENTS FOR COMMUNITY AGENCIES

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.
<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>
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</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>
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<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>
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<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>
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<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>
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<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>
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<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>
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<tr>
<td>Cristo Rey Community Center</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>
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<tr>
<td>Cristo Rey Community Center</td>
<td>To provide assistance and advocacy in acquiring prescription medications that are critical for the prevention and treatment of medical conditions and illnesses</td>
<td>$9,000</td>
<td>$9,000</td>
<td>$9,000</td>
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<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>$6,750</td>
<td>$6,750</td>
<td>$6,750</td>
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<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>
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<td>EVE, Inc.</td>
<td></td>
<td>$16,000</td>
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<tr>
<td>Gateway Community Services - Child &amp; Family Services</td>
<td>To provide food, clothing, shelter, and hygiene products, crisis intervention, counseling, and independent living skills to homeless, runaway, at-risk, and street youth ages 12-21 in Ingham County</td>
<td>$15,300</td>
<td>$22,000</td>
<td>$15,300</td>
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<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>
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<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>
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<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>
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<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>
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<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 UAAN</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
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<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>
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<tr>
<td>Listening Ear</td>
<td>To offer well trained, paraprofessional 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>
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<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>
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<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>
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<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>
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<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 on their own</td>
<td>$8,500</td>
<td>$10,000</td>
<td>$8,500</td>
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<tr>
<td>RSVP</td>
<td>To provide community outreach events, specialty training for all volunteers, activity supplies, nutritional snacks for day center clients, and costs associated with assessment of need and referrals for RSVP</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
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<tr>
<td>Rural Family Services of Ingham County</td>
<td></td>
<td>$14,000</td>
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<tr>
<td>Southside Community Coalition</td>
<td>To provide after school program-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>
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<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>
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<tr>
<td>St. Vincent Catholic Charities</td>
<td>To help refugee families with a “pre-paycheck” for one month’s rent while the family works toward self-sufficiency</td>
<td>$4,500</td>
<td>$10,000</td>
<td>$4,500</td>
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<tr>
<td>Stockbridge Community Outreach</td>
<td>To provide milk coupons to families in the Tide Me Over backpack program</td>
<td>$4,500</td>
<td>$6,000</td>
<td>$4,500</td>
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<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>
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<tr>
<td>WAI-AM Care Unit</td>
<td>To provide a stabilizing environment to house individuals who are medically stable yet have to wait for a bed in treatment to return to a RISE home with necessities such as a hygiene kit, towels, and bedding</td>
<td>$4,500</td>
<td>$5,000</td>
<td>$4,500</td>
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<tr>
<td>WAI-AM 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>
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<tr>
<td>WAI-AM 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>
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</tr>
<tr>
<td>YMCA Westside Community</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>
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</tbody>
</table>

$310,147
TOTAL: $208,550
To: Human Services and Finance Committees  
From: Jared Cypher, Deputy Controller  
Date: October 23, 2018  
Subject: Resolution to Authorize an Agreement for Michigan State University Extension Services between Michigan State University and Ingham County  
For the meeting agendas of November 5 and November 7

**BACKGROUND**
There have been agreements between MSU and Michigan counties for nearly a century. For fiscal year 2019, MSUE is providing a standard base agreement with each county. The base agreement will specify access to the full range of Extension’s statewide programs offered by the four Extension programming institutes, and sets each county’s share of the cost of maintaining the network of Extension Educators.

**ALTERNATIVES**
N/A

**FINANCIAL IMPACT**
For the period January 1, 2019 to December 31, 2019, the County shall pay to MSUE $213,463 which is the cost of the assessment plus any additional personnel costs. The Assessment Fee for Ingham County consists of the standard assessment amount of $130,385 and $83,078 for additional personnel, as described in Section A. Payment will be made the first month of each quarter of the county fiscal year.

**STRATEGIC PLANNING IMPACT**
This resolution supports the 5-year action plan Goal C, strategy C7, implementation task B: Coordinate environmental education efforts with MSU Extension, Tri-County Regional Planning Commission and the environmental health division of the Health Department. It also supports the overarching long-term objective of assisting in meeting basic needs.

**OTHER CONSIDERATIONS**
N/A.

**RECOMMENDATION**
Based on the information presented, I respectfully recommend approval of the attached resolution.
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

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.
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

Page 2 of 5

Ingham County

FY 2019
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.

Ingham County

FY 2019
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 Pedawil
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:

35.9.1.43 (80) (search.msu.edu)
35.9.160.36 (1935,443) (authentication)
35.8.201.211 & 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, 223, 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:
CAND.msu.edu – 35.8.201.199
MSUE.anr.msu.edu – 35.8.201.199
Events.anr.msu.edu – 35.8.200.220
web2.anr.msu.edu | web2.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
TO: Board of Commissioners Human Services & Finance Committees
FROM: Melissa Buzzard, Trails and Parks Millage Coordinator
DATE: October 24, 2018
SUBJECT: Consulting Services for the Trails and Parks Millage
For the meeting agenda of 11/5/18 Human Services and 11/7/18 Finance

BACKGROUND
The Board of Commissioners passed Resolution #16-524 to authorize a two year contract with Spicer Group Inc., for the purpose of providing consulting services to and assisting the Ingham County Parks staff with the delivery of 8 millage related items. The contract was a total two-year cost not to exceed $192,846.74 from the Trails and Parks Millage with a two year renewal option. This two year renewal option should not exceed the Consumer Price Index’s Annual Inflation rate or 1%, whichever is greater during the term of the agreement.

The Park Commission, after reviewing and evaluating the deliverables completed by Spicer Group Inc. recommended at their October 22, 2018 meeting to renew the contract with Spicer for an additional two years 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.

ALTERNATIVES
Ingham County Park staff does not have the engineering expertise that the consultant would be able to provide. An engineering staff person would cost in the range of $111,229-$138,376. If we hired a consultant they would have various personnel with very diverse skill sets. Hiring a staff person with all the expertise spelled out in the eight scope items would be highly unlikely. The Park Commission feels strongly that this level of assistance will provide engineering expertise, oversight, and ensure we are doing our due diligence with the selection and implementation of millage funds.

FINANCIAL IMPACT
There are funds available in the Trails and Parks millage fund.

STRATEGIC PLANNING IMPACT
This resolution supports the overarching long-term objective of striving to make facilities and services user-friendly, specifically Section A. 1(f) - Maintain and improve existing parkland, facilities and features, 1 (g) - Work to improve accessibility for visitors of all ages and abilities and 1(h) - Enhance existing trails and blueways, and develop new multi-use trails and blueways, that connect parks with recreational, residential, cultural and business centers throughout Ingham County.

OTHER CONSIDERATIONS
The Parks & Recreation Commission supported this resolution with the passage of a motion at their October 22, 2018 meeting.

RECOMMENDATION
Based on the information presented, I respectfully recommend the resolution authorizing a contract with Spicer Group, Inc. be approved.
Agenda Item 5

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

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.
Agenda Item 6a

TO: Board of Commissioners Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: October 18, 2018
SUBJECT: FY 19 State of Michigan Comprehensive Agreement Amendment # 1

For the meeting agendas of November 5 & November 7, 2018

BACKGROUND
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 $5,383,596, for a total increase of $165,863. The Board of Commissioners (BOC) authorized the 2018-2019 Comprehensive Agreement through Resolution #18-351. ICHD currently receives funding from MDHHS via the Comprehensive Agreement, whereby MDHHS annually transmits State and Federal Funds to ICHD to support public health programs.

ALTERNATIVES
There are no alternatives.

FINANCIAL IMPACT
The financial impact of this amendment will increase the agreement for Comprehensive Local Health Services from $5,217,733 to $5,383,596, an increase of $165,863. The amendment makes the following specific changes in the 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

STRATEGIC PLANNING IMPACT
This resolution supports the long-term objection of Promoting Accessible Healthcare, specifically section A.1(e) of the Action Plan – Expand access to healthcare for county residents, with an emphasis on the uninsured and underinsured.

OTHER CONSIDERATIONS
There are no other considerations.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached resolution to support Amendment # 1 to the Michigan Department of Health & Human Services (MDHHS) 2018-19 Comprehensive Agreement, effective October 1, 2018 through September 30, 2019.
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

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 $5,383,596, 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.
Agenda Item 6b

TO: Board of Commissioners Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: October 17, 2018
SUBJECT: FY 2019 Agreement with Michigan Department of Environmental Quality

For the meeting agendas of November 5 & November 7, 2018

BACKGROUND
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. Each year MDEQ reimburses ICHD for expenses related to monitoring and inspection services. This practice began after the State of Michigan reorganized services and moved many of its environmental protection programs and services to the Department of Environmental Quality. The Public Health Code still locates the primary responsibility for environmental protection at the community level with local public health departments. The current agreement expired on September 30, 2018 and the new agreement will be effective from October 1, 2018 through September 30, 2019.

ALTERNATIVES
There are no alternatives.

FINANCIAL IMPACT
The proposed agreement for FY 2019 includes the following services and funding totaling up to $32,743.00, allocated as follows:

Non-Community Public Water Supply Program – up to $25,168
ICHD will conduct sanitary surveys of non-community public water supplies in Ingham County. ICHD will also oversee water quality monitoring at these supplies, issue water well permits for new supplies, and ensure that proper public notice is issued should a supply become unsafe for drinking.

Drinking Water Long-Term Monitoring – up to $500
ICHD will collect samples from drinking water supplies and sites of environmental contamination identified by the State.

Public Swimming Pools – up to $5,500
ICHD will inspect all public swimming pools/spas licensed by the MDEQ in Ingham County. In addition, ICHD will investigate complaints, conduct meetings and/or conferences related to compliance issues, and complete inspection forms provided by the State.

Campground Requirements – up to $225
ICHD will inspect all campgrounds licensed by the MDEQ located in Ingham County, collect fees, investigate complaints, conduct meetings and/or conferences related to compliance issues, and complete inspection forms provided by the State.

Capacity Development & Source Water Assessment - Up to $1,350
ICHD will conduct source water assessments for non-transient Type II water supplies licensed by MDEQ in Ingham County.
STRATEGIC IMPACT
Strategy 1. Strive to make facilities and services user-friendly.
1. Provide for ongoing potable water and wastewater inspections through the Health Department.
m. Monitor environmental hazards and seek to prevent and mitigate pollution.

OTHER CONSIDERATIONS
There are no other considerations.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached resolution to authorize an agreement with MDEQ to conduct environmental monitoring and inspections of MDEQ Non-Community programs for the period of October 1, 2018 through September 30, 2019.
Introduced 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

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

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.
TO: Board of Commissioners Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: October 15th, 2018
SUBJECT: Establishment of a Trust & Agency Account for the Mason Capital Area Prescription Drug Task Force
For the meeting agendas of November 5 and November 7, 2018

BACKGROUND
Ingham County Health Department (ICHD) wishes to act as a fiduciary for donations and fundraising dollars received for educating and raising awareness regarding Ingham County’s prescription drug abuse epidemic. The Mason Capital Area Prescription Drug Task Force approached Ingham County, requesting that ICHD act as a fiduciary for donations and fundraising dollars received. This task force is a collaboration of professionals, community members and law enforcement who are advocating for prescription medication practices that enhance and promote family and community wellness. A Trust & Agency Account will be established for Ingham County to accept incoming funds through an agreement with Mason Capital Area Prescription Drug Task Force. In addition, the Trust & Agency Account will be used to purchase commercial air time, Naloxone, and other pertinent items needed to further their mission. The Mason Capital Area Prescription Drug Task Force Drug will follow Ingham County’s policies and procedures regarding the expenditure of above-detailed funds.

ALTERNATIVES
There are no alternatives.

FINANCIAL IMPACT
There is no financial impact to Ingham County.

STRATEGIC PLANNING IMPACT
This resolution supports the long-term objection of Promoting Accessible Healthcare, specifically section A.1(w) of the Action Plan – Continue work to stem the epidemic of Opioid/Heroin related deaths and crime.

OTHER CONSIDERATIONS
There are no other considerations.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached resolution to support this agreement with Mason Capital Area Prescription Drug Task Force, effective upon approval.
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

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 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.
TO: Board of Commissioners Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: October 24, 2018
SUBJECT: Extended Agreement with Kresge & Anker Elecktra LLC
For the meeting agendas of December 3 & December 5, 2018

BACKGROUND
Ingham County Health Department (ICHD) wishes to extend the agreement with 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. 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. 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. 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.

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.

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

ALTERNATIVES
There are no alternatives.

FINANCIAL IMPACT
Costs associated with this agreement will be completely funded by the Kresge ELPH Grant.

STRATEGIC PLANNING IMPACT
This resolution supports the overarching long-term objective of Promoting Accessible Healthcare, specifically section A.1(e) of the Action Plan – Expand access to healthcare for county residents, with an emphasis on the uninsured and underinsured
OTHER CONSIDERATIONS
There are no other considerations.

RECOMMENDATION
Based upon the information presented, I respectfully recommend approval of the attached resolution to extend the agreement with the Kresge Foundation through March 31, 2019 and to enter into an agreement with Anker Elektra LLC in the amount of $6940.00, effective upon execution through March 31, 2019.
Per your request, the Purchasing Department sought proposals from qualified and experienced vendors for the purpose of entering into a contractual relationship with a person or organization for executive coaching services.

The Purchasing Department can confirm the following:

<table>
<thead>
<tr>
<th>Function</th>
<th>Overall Number of Vendors</th>
<th>Number of Local Vendors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendors invited to propose</td>
<td>74</td>
<td>18</td>
</tr>
<tr>
<td>Vendors responding</td>
<td>4</td>
<td>0</td>
</tr>
</tbody>
</table>

The following grid is a summary of the vendors’ costs:

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Local Preference</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anker Elektra LLC</td>
<td>No, Royal Oak MI</td>
<td>$6,940.00</td>
</tr>
<tr>
<td>Zilo International Group</td>
<td>No, Centennial CO</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>SGLynn Consulting LLC</td>
<td>No, Northville MI</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Make It Plain Consulting LLC</td>
<td>No, Cincinnati OH</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

Vendor Not Bidding
Barry Demp Coaching LLC, Troy, Michigan.
Reason: Not available to pursue the opportunity at this time.

You are now ready to complete the final steps in the process: 1) evaluate the submissions based on the criteria established in the RFP; 2) confirm funds are available; 3) submit your recommendation of award along with your evaluation to the Purchasing Department; 4) write a memo of explanation; and, 5) prepare a resolution for Board approval.

This Memorandum is to be included with your memo and resolution submission to the Resolutions Group as acknowledgement of the Purchasing Department’s participation in the purchasing process.

If I can be of further assistance, please do not hesitate to contact me by e-mail at jhudgins@ingham.org or by phone at 676-7309.
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

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 Elektra 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.
TO: County Services Committee  
Finance Committee

FROM: Robert Francis, Deputy Director  
Equalization/Tax Mapping

DATE: October 23, 2018

SUBJECT: Appointment of New Ingham County Grant Administrator

Attached please find the resolution appointing Robert L. Francis as Ingham County’s Grant Administrator.

As required by Act 345, Public Act 1990, the County must have a Grant Administrator for the County Monumentation and Remonumentation Plan. As Douglas Stover, Ingham County’s previous Grant Administrator, retired on July 31, 2018, a new Grant Administrator must be appointed.

Enc.
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

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.
Agenda Item 8a

TO: Board of Commissioners, County Services Committee, and Finance Committee

FROM: Deb Fett, CIO

DATE: 10/12/2018

SUBJECT: Core Technology Multibridge/Talon Renewal

BACKGROUND
Ingham County currently uses Multibridge and Talon software from Core Technology in our Sheriff’s Office and patrol cars. This software has been in use for many years and provides critical access to LEIN data for our officers. In order to ensure the system has no downtime or other issues which would hinder law enforcement, IT renews support on the software each year. This year the support expires on 11/30/18.

ALTERNATIVES
None.

FINANCIAL IMPACT
The funding for the $5,307.00 total will come from the County’s Innovation and Technology Department’s LOFT Fund #636-25820-932050.

OTHER CONSIDERATIONS
None.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached short contract for Core Technology to renew support of the Multibridge/Talon software in the amount of $5,307.00.
Introduced by County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE RENEWAL OF SUPPORT FROM CORE TECHNOLOGY

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.
BACKGROUND
In 2017, Ingham County experienced a security breach that affected County services for several days. In an effort to be more compliant with industry best practices, changes were made to endpoint systems which have hampered many users from performing some daily functions without the constant assistance of IT staff. Affected users range from County APAs being unable to view something as simple as convenience store surveillance videos up to keeping the Electronic Medical Records system used at the Health Department updated. IT staff began a search for solutions that would enable County employees to resume using business critical applications in an efficient manner while maintaining the enhanced level of security that has become standard in our environment. The results of our search and recommendations from peer groups such as Oakland County IT have lead us to CyberArk Endpoint Security Manager. A system that will allow us to maintain our elevated security posture while

ALTERNATIVES
Microsoft Privileged Access Management and Microsoft Identity Manager were considered as alternatives but neither offer the complete suite of tools needed to meet our needs with respect to the use of elevated rights on the end-user workstation.

FINANCIAL IMPACT
The funding for this support renewal will come from the County’s Innovation and Technology Department’s Network Fund #636-25810-932032.

OTHER CONSIDERATIONS
Pricing from the recommended vendor is off the competitively bid Michigan Master Computing-MiDEAL (071B6600110) contract.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval to purchase CyberArk Endpoint Privilege Manager from CDW-G in the amount of $40,417.02.
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

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.
TO: Board of Commissioners, County Services Committee
FROM: Deb Fett, CIO
DATE: 10/23/2018
SUBJECT: Renewal Cell Phone Service

BACKGROUND
Ingham County has been using Verizon for our cell phone provider for almost 20 years now. The State MiDeal contract we currently use for our cell phones has recently been renegotiated and will give us better pricing than we currently have. This contract continues the same clauses of no penalty termination and unlimited data, but adds in unlimited minutes as well as provides the priority usage for first responders.

ALTERNATIVES
Annual costs under current contract prices $184,455.00
Annual estimated costs new contract (adding lines will alter) $159,330.40
Annual net savings $29,800.00

FINANCIAL IMPACT
The funding for the estimated $159,350.00 annual cost is budgeted and will be spread to various departments based on usage as per current practice.

OTHER CONSIDERATIONS
ITD compared the costs for Verizon versus other providers and found there is no appreciable cost savings for switching providers even with equipment credits and other incentives. When you add in the necessity of switching every current cell phone user over to a different phone or sim card it makes it an onerous task.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached renewal contracts for Verizon.
INTRODUCED BY COUNTY SERVICES AND FINANCE COMMITTEES OF THE:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO RENEW THE CONTRACT FOR CELL PHONE SERVICES FROM VERIZON

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.
TO: Board of Commissioners, County Services and Finance Committees

FROM: Rick Terrill, Facilities Director

DATE: October 23, 2018

RE: Resolution to authorize an agreement with Lansing Tile & Mosaic, Inc. to replace the flooring in the Women’s Health lobby areas.

For the meeting agendas of: November 7 & 8

BACKGROUND
The flooring in the two lobby areas and hallway of the Women’s Health is old and past its useful life. Lansing Tile & Mosaic, Inc., an authorized installer, will remove the existing flooring, prep, furnish and install new vinyl flooring and cove base.

ALTERNATIVES
The only alternative is to not move forward with replacing the flooring.

FINANCIAL IMPACT
Lansing Tile & Mosaic, Inc. an authorized installer, is on the state contract therefore three quotes were not required. The funds are available through the approved CIP line item #245-60199-931000-5FC09 for the Women’s Health flooring replacement.

OTHER CONSIDERATIONS
There are no other considerations for this project.

RECOMMENDATION
Based on the information presented, the Facilities Department requests approval of the attached resolution to enter into an agreement with Lansing Tile & Mosaic, Inc. to remove and dispose of existing flooring, prep, furnish and install new vinyl flooring and cove base in the Women’s Health two lobby areas and hallway.
Agenda Item 9a

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

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.
TO: Board of Commissioners, County Services and Finance Committee

FROM: Rick Terrill, Facilities Director

DATE: October 19, 2018

RE: Resolution authorizing a purchase order to install new card swipes on the second floor judicial hallway stairwell at the Veteran’s Memorial Courthouse (VMC)

For the meeting agendas of: November 6 & 7

BACKGROUND
Two additional card swipes are needed at the north and south stairwells on the second floor judicial hallway doors to enhance security. Only one quote was obtained as two other service providers declined to bid on this project.

ALTERNATIVES
There are no alternatives for this project.

FINANCIAL IMPACT
Funds for this project are available through the Liability Insurance Fund. The total cost of this project is $4,979.52.

The Membership Committee from Michigan Municipal Risk Management Authority authorized 50% reimbursement funding, up to $7,170.00, through the Risk Avoidance Program Grant.

Once the project is complete the invoice will be submitted to Financial Services for payment.

STRATEGIC PLANNING IMPACT
This resolution supports the goals and strategies which address our service to the community, and employees alike, providing for their safety and security while present in our buildings.

OTHER CONSIDERATIONS
There are no other considerations for this project.

RECOMMENDATION
Based on the information presented, the Facilities Department requests approval to issue a purchase order to Vidcom Solutions for the installation of 2 new card swipe access at the Veterans Memorial Courthouse’s second floor judicial hallway stairwell doors for a total cost of $4,979.52.
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)

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.
TO: Board of Commissioners Finance Committee
FROM: Timothy J. Dolehanty, Controller/Administrator
DATE: October 24, 2018
SUBJECT: Annual Debt Financing Report

The Debt Financing Policy sets forth comprehensive guidelines for the financing of capital expenditures. Objectives of the policy are as follows:

1. The County shall obtain financing only when necessary.
2. The process for identifying the timing and amount of debt or other financing shall be as efficient as possible.
3. That the most favorable interest rate and other related costs shall be obtained.
4. When appropriate, future financial flexibility shall be maintained.

Debt financing, which includes general obligation bonds, special assessment bonds, revenue bonds, temporary notes, lease/purchase agreements, and other County obligations permitted to be issued or incurred under Michigan law, shall only be used to purchase capital assets that cannot be acquired from either available current revenues or fund balances. The useful life of the asset or project shall exceed the payout schedule of any debt the County assumes.

Primary responsibility for developing debt financing recommendations rests with the Controller / Administrator. In developing such recommendations, the Controller / Administrator is assisted by the Financial Services Director and the Budget Director, the three of whom comprise the Debt Management Committee. This Committee meets at least semi-annually to review debt financing protocol, to test adherence to the Debt Financing Policy and to review applicable debt ratios that serve as benchmarks. Relevant variables referenced to affirm policy compliance are presented below:

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current debt</td>
<td>$25,941,188</td>
</tr>
<tr>
<td>Current overlapping debt</td>
<td>$639,149,868</td>
</tr>
<tr>
<td>Assessed value</td>
<td>$9,029,578,058</td>
</tr>
<tr>
<td>Budgeted expenditures</td>
<td>$86,174,494</td>
</tr>
<tr>
<td>General fund debt service</td>
<td>$2,645,993</td>
</tr>
<tr>
<td>Total population</td>
<td>286,085</td>
</tr>
</tbody>
</table>

The following table presents results of the policy adherence test:

<table>
<thead>
<tr>
<th>Policy Statement</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per capita direct debt will not exceed $500.</td>
<td>$90.68</td>
</tr>
<tr>
<td>Per capita direct, overlapping and underlying debt will not exceed $3,000.</td>
<td>$2,234.13</td>
</tr>
<tr>
<td>Direct debt as a percentage of estimated assessed valuation will not exceed 10%.</td>
<td>0.29%</td>
</tr>
<tr>
<td>Direct, overlapping and underlying debt as a percentage of estimated full market value will not exceed 15%.</td>
<td>7.08%</td>
</tr>
<tr>
<td>Annual debt service will not exceed 20% of budgeted expenditures.</td>
<td>3.07%</td>
</tr>
</tbody>
</table>
TO: Board of Commissioners Finance Committee
FROM: Timothy J. Dolehanty, Controller/Administrator
DATE: October 10, 2018
SUBJECT: Resolution to Authorize Plante Moran to Prepare the County’s 12/31/18 CAFR
For the Finance Committee meeting agenda of November 7, 2018

BACKGROUND
The Financial Services Department has prepared the annual Comprehensive Annual Financial Report (CAFR) in house since 2013. Prior to this time, the CAFR was prepared by the auditors. The preparation of the CAFR is typically prepared by the auditors (especially one as difficult and large as ours) but we choose to prepare it ourselves to save money and because the current Financial Services Director had extensive experience in financial statement preparation. During April and May of each year, nearly 100% of her time was spent on the audit and preparing the report.

With the retirement of the current Director and the difficulty in finding a replacement, we do not believe we will have the resources or expertise to prepare the 12/31/18 report in house.

Plante Moran has agreed to prepare the report at a cost of $12,500. This only includes the preparation of the report, the printing and distribution of the report will still be done by the County.

ALTERNATIVES
If we don’t outsource the preparation of the report, we would still have an extensive increase in audit cost since the auditors would need to provide assistance in the data and footnote preparation of the report.

FINANCIAL IMPACT
The cost of the service is an additional $12,500 in 2019.

STRATEGIC PLAN CONSIDERATIONS
A goal of the Ingham County the strategic plan is maintain and enhance County fiscal health to ensure delivery of services to residents. Adopted strategies to meet this goal include conducting periodic internal audits to assess departmental compliance with management and financial policies and procedures.

RECOMMENDATION
I recommend approval of this resolution contract with Plante Moran for the preparation of the December 31, 2018 Comprehensive Annual Financial Report.
Introducing 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

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.
TO: Law & Courts and Finance Committees

FROM: Teri Morton, Deputy Controller

DATE: October 22, 2018

SUBJECT: 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

For the meeting agendas of November 1 and 6

BACKGROUND
Every local indigent defense system was required by the Michigan Indigent Defense Commission to submit a plan to comply with the first four minimum standards and to provide quality defense to indigent people who are accused of crimes. In November 2017, as approved by Resolution #17-445, the Board of Commissioners accepted the compliance plan created by the Ingham County Indigent Defense Collaborative Committee. The State of Michigan has approved full funding of the plan effective October 1, 2018.

The plan recommended a Public Defenders Office to be 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. This resolution would accept the grant from the State of Michigan to provide funding for the compliance plan for the time period October 1, 2018 through September 30, 2019.

FINANCIAL IMPACT
The 2018-2019 grant budget is $5,422,599 including a local share of $902,021. The local share will be split among Ingham County ($864,414), the City of Lansing ($21,513), and the City of East Lansing ($16,094).

STRATEGIC PLANNING IMPACT
This resolution supports the overarching long-term objective of assuring fair and efficient judicial processing, specifically section A 2. (c) of the Action Plan – Develop an indigent defense services plan following guidelines issued by the State through the Michigan Indigent Defense Commission (MIDC).

OTHER CONSIDERATIONS
The 2018-2019 budget includes transition costs as the new Public Defenders Office is created. Ingham County and the Cities of Lansing and East Lansing continue to provide indigent defense for their respective courts, with the understanding that these costs will be reimbursed by the grant, less the local share, effective October 1, 2018. Memorandums of Understanding between the County and the Cities will be brought before the Board of Commissioners for approval at the next round of committee meetings.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached resolution.
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

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.
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
GRANT

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
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.
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      Date
Bureau of Finance and Administrative Services
Department of Licensing and Regulatory Affairs

_______________________________________   _________________
Loren Khogali, Executive Director     Date
Michigan Indigent Defense Commission

_______________________________________   _________________
Victor Celentino, County Commission Chairman   Date
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>Education/Role</th>
<th>Hourly 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 based 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 [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 Stacia 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, 36th Circuit Court
Shauna Dunnings, 36th 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 #', 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 ID'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 (130 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:
(2) Full Time Investigators Positions: $57,164/yr. each + fringe benefits
Expert Witness: $30,000
Outside Investigators: $20,000
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**

**Funding Unit Name (s)**  
Ingham County

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<td>$106,982.0</td>
<td></td>
<td>106,982.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Life Insurance</td>
<td>0.17%</td>
<td>$4,133.0</td>
<td></td>
<td>4,133.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disability Insurance</td>
<td>0.13%</td>
<td>$3,066.0</td>
<td></td>
<td>3,066.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retirement</td>
<td>23.88%</td>
<td>$567,735.0</td>
<td>567,735.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>0.05%</td>
<td>$1,189.0</td>
<td></td>
<td>1,189.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee Assistance Program</td>
<td>0.05%</td>
<td>$1,221.0</td>
<td></td>
<td>1,221.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Separation Buyout</td>
<td>1.25%</td>
<td>$29,717.0</td>
<td></td>
<td>29,717.0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Category Summary**

<table>
<thead>
<tr>
<th></th>
<th>$1,616,658.0</th>
<th>$1,616,658.0</th>
<th>$0.00</th>
<th>0.00</th>
<th>$1,616,658.0</th>
</tr>
</thead>
</table>

**Contractual**

<table>
<thead>
<tr>
<th>Contracts for Attorneys</th>
<th>Services Provided</th>
<th>Calculation</th>
<th>Total</th>
<th>State Grant</th>
<th>Local Share</th>
<th>Other Funding Sources</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contracted Attorneys - Private Bar</td>
<td>conflict defense</td>
<td>$85/hr.</td>
<td>$230,000.0</td>
<td>230,000.0</td>
<td>$636,183.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contracted Attorneys - Private Bar</td>
<td>transitional defense</td>
<td>$70/hr.</td>
<td>$83,170.00</td>
<td>83,170.00</td>
<td>$636,183.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Category Summary**

<table>
<thead>
<tr>
<th></th>
<th>$930,000.0</th>
<th>$313,817.00</th>
<th>$636,183.00</th>
<th>0.00</th>
<th>930,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contracts for Experts and Investigators</td>
<td>Services Provided</td>
<td>Calculation</td>
<td>Total</td>
<td>State Grant</td>
<td>Local Share</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>-------------------</td>
<td>-------------</td>
<td>-------</td>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Investigators - tbd</td>
<td>Conflict investigator</td>
<td>$75/hr.</td>
<td>$20,000.0</td>
<td>$20,000.0</td>
<td></td>
</tr>
<tr>
<td>Experts</td>
<td>Expert services</td>
<td>at MIDC Guideline rate</td>
<td>$30,000.0</td>
<td>$30,000.0</td>
<td></td>
</tr>
</tbody>
</table>

Category Summary: $30,000.0

<table>
<thead>
<tr>
<th>Contracts for Construction Projects</th>
<th>Vendor</th>
<th>Calculation</th>
<th>Total</th>
<th>State Grant</th>
<th>Local Share</th>
<th>Other Funding Sources</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Update Conference Rooms</td>
<td>48th District Court</td>
<td>$35,800.0</td>
<td>$19,700.0</td>
<td>$16,094.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remodel Existing Space in Mason</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Courthouse: file cabinet, overfile system and 2 sliding doors ($1,319) and table with chairs ($500)</td>
<td>30th Circuit Court</td>
<td>$1,889.0</td>
<td>$0.00</td>
<td>$1,889.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Category Summary: $37,689.0

<table>
<thead>
<tr>
<th>Contracts Other</th>
<th>Services Provided</th>
<th>Calculation</th>
<th>Total</th>
<th>State Grant</th>
<th>Local Share</th>
<th>Other Funding Sources</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building rental</td>
<td>PD Office</td>
<td>estimated 23.8% sq.</td>
<td>$215,000.0</td>
<td>$215,000.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interpreter Services</td>
<td></td>
<td>$5,000.0</td>
<td>$5,000.0</td>
<td>$5,000.0</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Category Summary: $240,000.0

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Vendor</th>
<th>Calculation</th>
<th>Total</th>
<th>State Grant</th>
<th>Local Share</th>
<th>Other Funding Sources</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office furniture</td>
<td></td>
<td>$139,815.0</td>
<td>$</td>
<td>$139,815.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office Design</td>
<td></td>
<td>$3,337.0</td>
<td>$1,000.00</td>
<td>$3,337.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Category Summary: $143,152.0
| Office Furniture Installation | $15,241.0 | - | $15,241.0 |
| Printer/copiers | $12,812.0 | - | $12,812.0 |
| Computers | $62,150.0 | - | $62,150.0 |
| Polycom | 8 units | $29,100.0 | $19,100.0 | $10,000.0 |
| Scanners | 4 x $7000 | $28,000.0 | - | $28,000.0 |

**Category Summary**

| | $289,955.0 | $22,100.0 | $317,855.0 | 0.00 | $289,955.0 |

<table>
<thead>
<tr>
<th>Training/Travel</th>
<th>Vendor</th>
<th>Calculation</th>
<th>Total</th>
<th>State Grant</th>
<th>Local Share</th>
<th>Other Funding Sources</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLE trainings</td>
<td>$750 x 27 atty</td>
<td>$20,250.0</td>
<td>$20,250.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Travel - mileage</td>
<td>Westlaw</td>
<td>535/mile</td>
<td>$9,000.0</td>
<td>$9,000.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Law Library subscription</td>
<td>Westlaw</td>
<td>$25,000.0</td>
<td>$25,000.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Bar dues</td>
<td>$300/atty</td>
<td>$8,100.0</td>
<td>$8,100.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>County Bar dues</td>
<td>$80/atty</td>
<td>$2,160.0</td>
<td>$2,160.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Category Summary**

| | $64,510.0 | $64,510.0 | 0.00 | 0.00 | $64,510.0 |

<table>
<thead>
<tr>
<th>Supplies/Services</th>
<th>Vendor</th>
<th>Calculation</th>
<th>Total</th>
<th>State Grant</th>
<th>Local Share</th>
<th>Other Funding Sources</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Supplies</td>
<td>$950 p/lte</td>
<td>$34,675.0</td>
<td>$34,675.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>County IT Network Access</td>
<td>$4000 p/user</td>
<td>$148,000.0</td>
<td>$148,000.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone/Internet</td>
<td>$135 p/lte</td>
<td>$4,927.5</td>
<td>$4,927.5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Indirect costs</td>
<td></td>
<td>$91,122.0</td>
<td>$91,122.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Document processing</td>
<td>1200 hrs. x $180</td>
<td>$216,000.0</td>
<td>$216,000.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Case mgmt licenses</td>
<td>OnBase</td>
<td>$48,632 x 13 wk station</td>
<td>$6,287.1</td>
<td>$6,287.1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Case mgmt workflow access</td>
<td>OnBase</td>
<td>1257.42/yr x 28 users</td>
<td>$35,117.04</td>
<td>$35,117.04</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Category Summary**

| | $536,128.6 | $536,128.6 | 0.00 | 0.00 | $536,128.6 |

**Budget Total**

| | $5,422,508.00 | $4,520,487.00 | $902,021.00 | 0.00 | $5,422,508.00 |
### MICHIGAN SELECT CITIES *

<table>
<thead>
<tr>
<th></th>
<th>Individual</th>
<th>Group Meeting pre-arranged and approved</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Lodging</strong></td>
<td>$75.00</td>
<td>$75.00</td>
</tr>
<tr>
<td>Breakfast</td>
<td>$10.25</td>
<td>$13.25</td>
</tr>
<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>
</tr>
</tbody>
</table>

### MICHIGAN IN-STATE ALL OTHER

<table>
<thead>
<tr>
<th></th>
<th>Individual</th>
<th>Group Meeting pre-arranged and approved</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Lodging</strong></td>
<td>$75.00</td>
<td>$75.00</td>
</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>
</tr>
</tbody>
</table>

**Per Diem**

- Lodging: $45.50
- Breakfast: $8.50
- Lunch: $8.50
- Dinner: $19.00

### OUT-OF-STATE SELECT CITIES *

<table>
<thead>
<tr>
<th></th>
<th>Individual</th>
<th>Group Meeting pre-arranged and approved</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Lodging</strong></td>
<td>Contact Conlin Travel</td>
<td>Contact Conlin Travel</td>
</tr>
<tr>
<td>Breakfast</td>
<td>$13.00</td>
<td>$16.00</td>
</tr>
<tr>
<td>Lunch</td>
<td>$13.00</td>
<td>$16.00</td>
</tr>
<tr>
<td>Dinner</td>
<td>$25.25</td>
<td>$28.25</td>
</tr>
</tbody>
</table>

### OUT-OF-STATE ALL OTHER

<table>
<thead>
<tr>
<th></th>
<th>Individual</th>
<th>Group Meeting pre-arranged and approved</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Lodging</strong></td>
<td>Contact Conlin Travel</td>
<td>Contact Conlin Travel</td>
</tr>
<tr>
<td>Breakfast</td>
<td>$10.25</td>
<td>$13.25</td>
</tr>
<tr>
<td>Lunch</td>
<td>$10.25</td>
<td>$13.25</td>
</tr>
<tr>
<td>Dinner</td>
<td>$23.50</td>
<td>$26.50</td>
</tr>
</tbody>
</table>

**Per Diem**

- Lodging: $45.50
- Breakfast: $10.25
- Lunch: $10.25
- Dinner: $23.50

### Incidental Costs (per overnight stay) $5.00

### Mileage Rates

- **Premium Rate**: $0.545 per mile
- **Standard Rate**: $0.340 per mile

---

*See Select High Cost City Listing

**Lodging available at State Rate, or call Conlin Travel at 877-854-2179 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</td>
<td>All of Wayne and Oakland</td>
</tr>
<tr>
<td>Holland, Mackinac Island, Petoskey</td>
<td></td>
</tr>
<tr>
<td>Pontiac, South Haven, Traverse City, Leland</td>
<td></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,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>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, Sand 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</td>
<td>Virginia Alexandria, Falls Church, Fairfax</td>
</tr>
<tr>
<td></td>
<td>Baltimore City, Ocean City</td>
<td>Washington Port Angeles, Port Townsend, Seattle</td>
</tr>
</tbody>
</table>


Board of Commissioners
Ingham County Courthouse
PO Box 319
Mason, Michigan 48854

October 10, 2018

Dear Board of Commissioners:

Please find enclosed Form 4564, Assessing Officers Report for Industrial Facility Exemption Certificates, for Delhi Charter Township for 2018.

Michigan Compiled Law (MCL) 207.567 requires the Delhi Charter Township Assessor to provide annual notification to the State Tax Commission, the legislative body of each unit of government which levies taxes on property subject to an industrial facility exemption certificate and the holder of the certificate. The notification is to include the determination of the value of property subject to an industrial facility exemption certificate. This letter and the enclosed report are provided to comply with the provisions of MCL 207.567 for 2018.

Please contact me at 517-694-1502 or by email at elizabeth.tobias@delhitownship.com with any questions regarding the matter.

Sincerely,

Elizabeth A. Tobias, MAAO(3), MCPPE
Township Assessor

Enclosure
Assessing Officers Report for Industrial Facility Exemption Certificates
Issued under authority of Public Act 198 of 1974. Filing is mandatory.

In accordance with the requirements of Section 17 of Public Act 198 of 1974, as amended, the city or township assessor is required to furnish an annual report not later than October 15, showing the taxable valuations of real and personal property on the Industrial Facilities Tax Roll as of the preceding December 31, as finally equalized.

For assistance with this form, please see the Instructions page or contact the Local Audit and Finance Division at (517) 373-3227.

**Due by October 15, 2018**

<table>
<thead>
<tr>
<th>City / Twp / Vlg Code*</th>
<th>33104</th>
</tr>
</thead>
<tbody>
<tr>
<td>City / Twp / Vlg</td>
<td>DELHI CHARTER TWP.</td>
</tr>
<tr>
<td>County</td>
<td>INGHAM</td>
</tr>
<tr>
<td>Assessor's Name</td>
<td>ELIZABETH A TOBIAS</td>
</tr>
<tr>
<td>Phone Number</td>
<td>(517) 694-1502</td>
</tr>
</tbody>
</table>

*Townships responsible for certificates issued by a village should report the village certificates under the village code.

**SCHOOL DISTRICTS**

<table>
<thead>
<tr>
<th>Code</th>
<th>School District Codes</th>
<th>School District</th>
<th>Enter this reference number on subsequent pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>33070</td>
<td></td>
<td>HOLT</td>
<td>1</td>
</tr>
<tr>
<td>33130</td>
<td></td>
<td>MASON</td>
<td>2</td>
</tr>
<tr>
<td>23050</td>
<td></td>
<td>EATON RAPIDS</td>
<td>3</td>
</tr>
<tr>
<td>33020</td>
<td></td>
<td>LANSING</td>
<td>4</td>
</tr>
</tbody>
</table>

**SCHOOL SUMMARY**

<table>
<thead>
<tr>
<th>School District</th>
<th>New</th>
<th>Replacement</th>
<th>TOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOLT</td>
<td>$109,700</td>
<td>$3,962,967</td>
<td>$4,072,667</td>
</tr>
<tr>
<td>MASON</td>
<td>$0</td>
<td>$10,900</td>
<td>$10,900</td>
</tr>
<tr>
<td>EATON RAPIDS</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>LANSING</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Grand Total</td>
<td>$109,700</td>
<td>$3,973,867</td>
<td>$4,083,567</td>
</tr>
</tbody>
</table>

School Summary Totals include Renaissance Zone exempt taxable value

**SUMMARY**

<table>
<thead>
<tr>
<th>Total</th>
<th>Taxable Value of IFT Personal on Industrial Class Land</th>
<th>Taxable Value of IFT Personal on Commercial Class Land</th>
<th>Taxable Value of all other IFT Personal</th>
<th>Taxable Value of IFT Real</th>
<th>Total Taxable Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>New</td>
<td>$109,700</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$109,700</td>
</tr>
<tr>
<td>Total Replacement</td>
<td>$1,562,500</td>
<td></td>
<td>$2,411,367</td>
<td>$3,973,867</td>
<td></td>
</tr>
<tr>
<td>Grand Total</td>
<td>$1,672,200</td>
<td></td>
<td>$2,411,367</td>
<td>$4,083,567</td>
<td></td>
</tr>
</tbody>
</table>

Summary Totals exclude Renaissance Zone exempt taxable value

This report is to be sent certified mail (MCL 207.557(2)) to:

1. Michigan Department of Treasury, Local Audit and Finance Division, PO Box 30728, Lansing, MI 48909-8228.
2. Each tax levying unit involving the certified property.
3. The holder of the certificate.

Continued on Page 2
<table>
<thead>
<tr>
<th>Cart. No.</th>
<th>Certificate Holder</th>
<th>School District Reference Number</th>
<th>Enter 1-5</th>
<th>Taxable Value of IFT Personal on Industrial Class Land</th>
<th>Taxable Value of IFT Personal on Commercial Class Land</th>
<th>Taxable Value of all other IFT Personal</th>
<th>Taxable Value of IFT Real Property</th>
<th>Total</th>
<th>Project Status</th>
<th>Specify if Parcel is located in:</th>
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* 1st certificates in numeric order

Help?: Need more info?

Continued on page 3
## REPLACEMENT CERTIFICATES

List certificates in numeric order

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<th>Cert. No.</th>
<th>Certificate Holder Name</th>
<th>School District Reference Number Enter 1-6</th>
<th>Frozen Real Taxable Value</th>
<th>Frozen Personal Taxable Value</th>
<th>Frozen Total Taxable Value</th>
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[Check box if continued on additional pages]
BAY COUNTY BOARD OF COMMISSIONERS

OCTOBER 9, 2018

RESOLUTION IN OPPOSITION TO SENATE BILL 1031, A BILL TO AMEND 1893 PA 206, ENTITLED, "THE GENERAL PROPERTY TAX ACT, "(MCL 211.1 to 211.155)
By adding section 9p

BY: BAY COUNTY BOARD OF COMMISSIONERS

WHEREAS, Senate Bill (SB) 1031 seeks to amend the General Property Tax Act to exempt qualified utility personal property from the collection of taxes under the Act; and

WHEREAS, "Qualified utility personal property" under the Act would include both the following utility personal property: electric transmission and distribution systems, substation equipment, spare parts, gas distribution systems, water transmissions and distribution systems, gas storage equipment, and transmission lines of gas or oil transporting companies; that was initially installed in the State after December 31, 2017; and

WHEREAS, SB 1031 in its present form as introduced on May 29, 2018, will impose a financial burden on Bay County and its local units, as it will not only reduce personal property tax revenues in 2019, but every year thereafter those annual losses will continue to increase; and

WHEREAS, SB 1031 in its present form as introduced on May 29, 2018, that the Bay County Board of Commissioners supports the concerns of its Townships and the position taken of the Michigan Township Association; and

WHEREAS, SB 1031 was reported favorably by the Senate Committee on Finance without amendment for immediate effect to the Committee of the Whole on June 6, 2018; Therefore, Be It

RESOLVED That the Bay County Board of Commissioners does hereby oppose SB 1031; Be It Further

RESOLVED That this resolution will be forwarded to all counties in Michigan, State Representatives Brian Elder and Gary Glenn, State Senator Mike Green, Governor Rick Snyder, the Michigan Townships Association, the Michigan Municipal League, and the Michigan Association of Counties.

THOMAS M. HEREK, CHAIR
AND BOARD

Duranczyk - Opposition to SB 1031
Resolution sponsored by Commissioner Michael J. Duranczyk, 1st District

MOVED BY COMM. DURANCZYK
SUPPORTED BY COMM. BEGLICK

<table>
<thead>
<tr>
<th>COMMISSIONER</th>
<th>Y</th>
<th>N</th>
<th>E</th>
<th>COMMISSIONER</th>
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<td>KIM J. COONAN</td>
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<td>THOMAS M. HEREK</td>
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T O T A L S:
V O I C E: YEAS 7 NAYS 0 EXCUSED 0
DISPOSITION: ADOPTED X DEFEATED WITHDRAWN
AMENDED CORRECTED REFERRED

-33-