

CHAIRPERSON
DEB NOLAN

VICE-CHAIRPERSON
REBECCA BAHAR-COOK

VICE-CHAIRPERSON PRO-TEM
RANDY MAIVILLE

LAW AND COURTS COMMITTEE
VICTOR CELENTINO, CHAIR
PENELOPE TSERNOGLOU
DIANNE HOLMAN
DEBBIE DE LEON
REBECCA BAHAR-COOK
KARA HOPE
RANDY SCHAFFER

INGHAM COUNTY BOARD OF COMMISSIONERS

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

THE LAW AND COURTS COMMITTEE WILL MEET ON THURSDAY, MAY 30, 2013
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 [May 16, 2013 Minutes](#)

Additions to the Agenda

Limited Public Comment

1. Sheriff's Office
 - a. Resolution to Approve an Extended [Police Services Agreement](#) with the Village of Webberville Covering the Period of July 1, 2013 through June 30, 2016
 - b. Resolution to Contract with [EZ Card & Kiosk](#)
2. Controller's Office - Discussion on Proposed [CLEAR Contract](#) for the Circuit Court
3. 911 Director
 - a. Resolution Authorizing [Equipment Purchases](#) for the Ingham County 9-1-1 Central Dispatch Center
 - b. Update on the Ingham County 9-1-1 Center (No Material)

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.

LAW & COURTS COMMITTEE
May 16, 2013
Minutes

Members Present: Victor Celentino, Penelope Tsernoglou, Dianne Holman, Debbie De Leon, Rebecca Bahar-Cook and Kara Hope

Members Absent: Randy Schafer

Others Present: John Neilsen, Jamie McAloon Lampman, Joel Maatman, Lance Langdon, Toni Rice and Miranda Peek

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

Approval of the May 2, 2013 Law & Courts Minutes

The May 2, 2013 Law & Courts Minutes were approved as submitted.

Additions to the Agenda

5. Additional Materials – Controller's Office – 911 Director – Update on the Ingham County 911 Center "Ingham County Law and Courts Supplemental Update May 16th 2013"

Limited Public Comment

None.

MOVED BY COMM. BAHAR-COOK, SUPPORTED BY COMM. HOPE, TO APPROVE A CONSENT AGENDA FOR THE FOLLOWING ITEMS:

3. Sheriff's Office - Resolution to Authorize the Ingham County Sheriff's Office to Assign the Ingham Regional Special Response Team with a Vehicle for Transportation and Hostage Negotiator Functions
4. Circuit Court - Resolution Honoring David Easterday

MOTION CARRIED UNANIMOUSLY. Absent: Comm. De Leon and Comm. Schafer

MOVED BY COMM. BAHAR-COOK, SUPPORTED BY COMM. HOPE, TO APPROVE THE ITEMS ON THE CONSENT AGENDA.

MOTION CARRIED UNANIMOUSLY. Absent: Comm. De Leon and Comm. Schafer

1. Law & Courts Committee - Ingham Family Center Advisory Board Interviews

The Committee interviewed Toni Rice and Miranda Peek for the Ingham Family Center Advisory Board. There is one Community Representative vacancy.

(Comm. De Leon arrived at 6:08 p.m.)

2. Animal Control - Resolution to Authorize a One Year Pilot Project Full-Time Volunteer Assistant Position for the Purpose of Ensuring the Sustainability of Department Programs and Private Funding Sources at the Animal Control Department

MOVED BY COMM. BAHAR-COOK, SUPPORTED BY COMM. HOPE, TO APPROVE THE RESOLUTION TO AUTHORIZE A ONE YEAR PILOT PROJECT FULL-TIME VOLUNTEER ASSISTANT POSITION FOR THE PURPOSE OF ENSURING THE SUSTAINABILITY OF DEPARTMENT PROGRAMS AND PRIVATE FUNDING SOURCES AT THE ANIMAL CONTROL DEPARTMENT.

Chairperson Celentino informed the Committee that although Comm. Schafer is absent he wanted the Committee to know he is opposed to using contingency funds for this position.

Ms. McAloon Lampman stated this is one-time funding. She explained since the reduction of staff it has left her with very little time to maintain the volunteer program and donor base. This position will help with volunteer coordination and support fundraising efforts. Ms. McAloon Lampman described volunteer and fundraising activities.

Chairperson Celentino asked what will happen after the one year. Ms. McAloon Lampman stated she expects the individual in this position to be self-sustainable and if not the individual will be laid off. Comm. Bahar-Cook stated in her experience it is known the first year if an individual can sustain their wages. Comm. Tsernoglou asked if this position will be posted or will an active volunteer fill the position. Ms. McAloon Lampman stated the position will be posted explaining she worked with Human Resources to establish the job title, functions and requirements. Mr. Neilsen will email the Committee a copy of the job description and required qualifications.

The Committee discussed the balance of the contingency fund.

Comm. De Leon questioned how this fits into the 2014 Budget Process and will a line item be created in the Animal Control Budget for the position. Mr. Neilsen reminded the Committee this is a one-year pilot project that ends unless there is the Board of Commissioner's approval to continue. He explained the problem is that it does not line up with the budget process; therefore, it will be up to Ms. McAloon Lampman to provide an update in the 2nd quarter demonstrating they can continue with 100% outside funding. If funding is proven successful a budget adjustment can be made to the 2014 fiscal year and subsequently it will be part of the Animal Control Budget contingent on 100% outside funding. He noted the resolution is written so that the local share which is a third would come out of this year's County contingency and it would be up to the private agencies to fund the remaining two-thirds. Ms. McAloon Lampman informed the Committee they already have the remaining two-thirds.

MOTION CARRIED UNANIMOUSLY. Absent: Comm. Schafer

5. Controller's Office - 911 Director - Update on the Ingham County 911 Center

Mr. Langdon provided additional materials "Ingham County Law and Courts Supplemental Update May 16th 2013".

Mr. Langdon updated the Committee on staffing, remaining vacant positions and training. He then reviewed the breakdown of overtime hours and cost.

Comm. Bahar-Cook questioned if the stress level of the dispatchers is getting any better as positions are filled. Mr. Langdon explained that there are still many individuals in training so they have not seen much relief at this point. Comm. Bahar-Cook asked if overtime hours are expected to be higher in 2013 and if so is there enough money in their budget for the overtime. Mr. Langdon stated the 2013 overtime hours will be higher than 2012 and anticipates the expense is within their budget. The Committee discussed dispatcher illness and vacation coverage.

Mr. Langdon informed the Committee that the microwave installation for the redundant connection should be completed at the end of this month, amperage and echo phone issues have been resolved and MIS is loading a fix for the CAD.

Mr. Langdon stated that he is continuing to work with police and fire administrators to unify and finalize the Ingham County 911 Dispatch Center policies and procedures.

Mr. Langdon informed the Committee that the Public Service Announcement meetings with Spoke8 went well. Mr. Neilsen added that a small focus group of dispatchers and first responders met with Spoke8 representatives to address what callers need to communicate to dispatchers and what is important for first responders to know when calling 911. He stated the Law & Courts Committee will have a presentation and opportunity for discussion on the suggested Public Service Announcements before being publicized.

The Committee agreed that it was not necessary for Mr. Langdon to attend all of the Law and Courts Committee meetings. They asked that Mr. Langdon attend one meeting per month and that written updates continue to be provided in all of the Law and Courts agenda packet.

The Committee discussed the Ingham Family Center Advisory Board Interviews stating they were impressed with both candidates and each is qualified.

MOVED BY COMM. HOLMAN, SUPPORTED BY COMM. HOPE, TO APPOINT MIRANDA PEEK TO THE INGHAM FAMILY CENTER ADVISORY BOARD.

MOTION CARRIED UNANIMOUSLY. Absent: Comm. Schafer

The Committee noted they would like to appoint Toni Rice to the next available vacancy.

Announcements

None.

Public Comment

None.

The meeting adjourned at approximately 6:49 p.m.

Respectfully submitted,

Julie Buckmaster

MAY 30, 2013 LAW & COURTS AGENDA STAFF REVIEW SUMMARY

RESOLUTION ACTION ITEMS:

The Deputy Controller is recommending approval of the following resolutions/actions:

1a. Sheriff's Office - Resolution to Approve an Extended Police Services Agreement with the Village of Webberville Covering the Period of July 1, 2013 through June 30, 2016

This resolution authorizes an extension of the current Law Enforcement Services Contract with the Village of Webberville for their next three fiscal years July 1, 2013 through June 30, 2016 for the combined three year sum of \$731,322.

The Sheriff's Office has been providing police services to the Village of Webberville since 1994. The contract proposes a continuation of the service presently provided by the Sheriff, which is 80 hours of police service per week. That service currently provides 7 days a week coverage, with 10 hour shifts on 6 days and 2, 10 hour shifts on one day. (See attached communication from Alan Spyke for further details.)

1b. Sheriff's Office - Resolution to Contract with EZ Card & Kiosk

This resolution authorizes a contract with EZ Card & Kiosk to keep in place one lobby and one booking kiosk within the Sheriff's Office for the time period of one year effective June 15, 2013 to June 15, 2014, with an option to renew for two additional years under the same terms and conditions as the current agreement with Canteen Services. It also amends the current contract with Canteen Services, Inc. to delete the current requirement for Canteen Services, Inc. to provide kiosks for the Sheriff's Office for one year effective June 15, 2013 to June 15, 2014 and during the renewal period. This is necessary to maintain the current arrangements and services at the jail as the main Contractor Canteen and its subcontractor EZ Card & Kiosk have severed their business relationship. (See attached memo.)

2. Controller's Office - Discussion on proposed CLEAR Contract for the Circuit Court (See attached memo)

3a. 911 Director - Resolution Authorizing Equipment Purchases for the Ingham County 9-1-1 Central Dispatch

This resolution authorizes the expenditure of up to \$21,500 from the 911 Emergency Telephone Dispatch Services - 911 fund balance for the costs associated with the purchase of:

- 1) Remote video/access controls for Building/Lobby Security up to \$5,050.00
- 2) Mapping Project; paper mapping solutions, including mounting solutions and plotter printer up to \$14,800
- 3) Call Center Television; cost of one television and mount, for the call center up to \$1,650.00.

Total costs Up to \$21,500

After nearly a year of operations the Director has identified several equipment enhancements to Ingham County 9-1-1 Central Dispatch Center that will improve the operations and security at the Center. (See attached memo)

This portion of the agenda is for informational purposes:

3b. Controller's Office /911 Center - 911 Director – Update on the Ingham County 911 Center

Agenda Item 1a

TO: Law & Courts and Finance Committees

FROM: Allan C. Spyke, Undersheriff

DATE: May 20, 2013

RE: Webberville Contract

Attached is a proposed resolution for an extension of the Law Enforcement Services Contract with the Village of Webberville. This contract will cover the time period beginning July 1, 2013 through June 30, 2016.

The Sheriff's Office has been providing police services to the Village of Webberville since 1994. Previous to that, the Village employed their own police department. The proposed contract calls for a continuation of the service presently provided by the Sheriff, which is 80 hours of police service per week. That service currently provides 7 days a week coverage, with 10 hour shifts on 6 days and 2, 10 hour shifts on one day. An office is maintained in the Village of Webberville, identified as the Sheriff's Webberville Office and a Sheriff's fully marked patrol vehicle is permanently assigned to the Village.

There has been informal communication with governmental entities neighboring the Village of Webberville, regarding sharing the cost of police services. As of this date, there have been no formal discussions between the Village and any of the surrounding Communities. However, the Village has always expressed a willingness to meet with those who may want to partner for service. The Village Council expressed an interest in a three year contract, with cost for each individual year. The Council acknowledges they or the County, have the ability to cancel the contact with 180 days notice.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE AN EXTENDED POLICE SERVICES AGREEMENT WITH THE VILLAGE OF WEBBERVILLE COVERING THE PERIOD OF JULY 1, 2013 THROUGH JUNE 30, 2016

WHEREAS, the Ingham County Sheriff's Office and the Village of Webberville wish to extend the current agreement for law enforcement services; and

WHEREAS, The Village of Webberville, Sheriff's Office and the Controller's Office have negotiated a draft agreement which covers a three year period, beginning July 1, 2013 and ending June 30, 2016; and

WHEREAS, the Village of Webberville has contracted with Ingham County for Police Services through the Sheriff's Office since 1994; and

WHEREAS, the Village of Webberville wishes to continue their 80 hours of guaranteed service per week for the upcoming fiscal year.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners approves a three year extension of the contract with the Village of Webberville for a period covering July 1, 2013 through June 30, 2016 for the sum of:

• 2013/2014	\$238,604
• 2014/2015	\$243,703
• 2015/2016	<u>\$249,015</u>
Three year total	\$731,322

BE IT FURTHER RESOLVED, the Ingham County Board of Commissioners authorizes the Controller/Administrator to make any necessary budget adjustments in the Ingham County Sheriff's Office 2013-2016 Budgets.

BE IT FURTHER RESOLVED, the Ingham County Board of Commissioners authorizes the Board Chairperson and the County Clerk and the Sheriff to sign all necessary contract documents consistent with this resolution upon review and approval as to form by the County Attorney.

Agenda Item 1b

TO: Law & Courts and Finance Committees

FROM: Major Sam L. Davis

DATE: May 23, 2013

RE: EZ Card & Kiosk Contract

Please be advised that the Sheriff's Office would like to enter into an agreement with EZ Card & Kiosk to maintain and operate kiosks for the purpose of accepting cash, coin, debit cards from inmates for booking fees and from the general public which wishes to place monies in the inmate's trust account.

Canteen Services, Inc. was providing this service for us by contracting with EZ Card, they no longer have an agreement with EZ Card & Kiosk. The Sheriff's Office has determined that it is the best interest of our operational needs to directly enter into an agreement with EZ Card & Kiosk to maintain the continuity of services provided to the inmates and the public.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO CONTRACT WITH EZ CARD & KIOSK

WHEREAS, the Sheriff's Office has a contract with Canteen Services, Inc. to run our kitchen and commissary; and

WHEREAS, Canteen Services, Inc. has the responsibility to provide one lobby and one booking kiosk; and

WHEREAS, Canteen Services, Inc. does not manufacture or own their kiosks but contracts with EZ Card & Kiosk to provide them for the Sheriff's Office; and

WHEREAS, Canteen Services, Inc. and EZ Card & Kiosk have severed their contractual relationship; and

WHEREAS, the Sheriff's Office desires to continue the use of kiosk in the lobby and in booking; and

WHEREAS, Canteen Services, Inc. has informed us that EZ Card & Kiosk provides us the best options to continue things as they currently are at the Sheriff's Office; and

WHEREAS, the Sheriff's Office can continue the services of EZ Card & Kiosk without any change in the current fee structure and at no cost to the Sheriff's Office; and

WHEREAS, the Sheriff's Office would enter into a one year agreement, effective June 15, 2013 and ending on June 15, 2014, with the option for two more one year agreements; and

WHEREAS, the Sheriff's Office would remove the contractual requirement on Canteen Services, Inc. to provide kiosks during the agreement period with EZ Card & Kiosk; and

WHEREAS, should Canteen Services, Inc. develop their own kiosk and it meets the requirements of the Sheriff's Office, we would switch to the Canteen Services, Inc. kiosk at the end of the current one year agreement with EZ Card & Kiosk; and

WHEREAS, at the time that Canteen Services, Inc. develops and places their kiosk at the Sheriff's Office they will again be responsible for providing the Sheriff's Office with a lobby and booking kiosk; and

WHEREAS, the Ingham County Sheriff's Office recommends contracting directly with EZ Card & Kiosk to place one lobby and one booking kiosk within the Sheriff's Office.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes a contract with EZ Card & Kiosk to place one lobby and one booking kiosk within the Sheriff's Office for the time period of one year effective June 15, 2013 to June 15, 2014, with an option to renew for two additional years.

BE IT FURTHER RESOLVED, that the EZ Card & Kiosk contract will charge each inmate a \$3.00 service fee at the time of booking. EZ Card & Kiosk will continue to pay Ingham County \$1.25 for each transaction on the Lobby and Receiving kiosks.

BE IT FURTHER RESOLVED, Ingham County hereby amends the current contract with Canteen Services, Inc. to not require Canteen Services, Inc. to provide kiosks for the Sheriff's Office for one year effective June 15, 2013 to June 15, 2014 and during the renewal period.

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

MEMORANDUM

To: Law & Courts Committee

From: John L. Neilsen

Date: May 23, 2013

Re: Circuit Court Clear Contract Issue

The Ingham County Courts, the Prosecutor's Office and the Jail use Westlaw Next for online legal research. The Friend of the Court and Circuit Court use the CLEAR product to locate individuals for the purposes of Child Support Enforcement and/or Collections.

The Board of Commissioners via Resolution #12-403 adopted in November of 2012 (see attached), authorized a contract renewal agreement with Westlaw for on line research and CLEAR services.

Since November our Attorneys have been attempting to negotiate acceptable language in order to give their Approval as to Form on the CLEAR product for the Circuit Court which here to has not used the product to locate individuals. The CLEAR product has been used by the FOC for several years previously. We have discovered that the Vendor will not change the Indemnification language to our Attorneys satisfaction and therefore they will not approve it as to Form as required by our Authorizing Resolution. (See attached letter from Bob Townsend)

“BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners and the County Clerk are authorized to sign any contract/purchase documents consistent with this Resolution and approved as to form by the County Attorney.”

The FOC CLEAR contract currently in use apparently also was not approved as to form yet attached amendments were so the Contract was inadvertently signed previously.

The County is now faced with a business decision on whether we should execute the contract without the “approval as to form by the County Attorney.”

The Circuit Court is recommending that we proceed with the contract and I have been advised by MMRMA that while they agree with our Attorneys position on these contracts the County's MMRMA insurance will cover both the County and the Court for any liability the County may occur as a result of the Indemnification provisions in the proposed agreement and Amendments.

For these reasons, I believe the risk is relatively low and I recommend that we proceed to enter into this Westlaw CLEAR agreement and the BOC authorize the contract without the “approval as to form by the County Attorney”.

If you are in agreement with this, staff will draft the appropriate resolution.

Introduced by the Law Enforcement, Judiciary and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE THREE YEAR CONTRACTS FOR
WESTLAW ELECTRONIC LAW LIBRARY ACCESS FOR VARIOUS
INGHAM COUNTY DEPARTMENTS, OFFICES AND COURTS**

RESOLUTION #12-403

WHEREAS, various Ingham County criminal justice agencies utilize automated Law Library access through a vendor; and

WHEREAS, the LOFT – the Law and Order Fund for Technology: Sheriff, Prosecutor, 55th District, 30th Circuit and Probate Courts collectively looked at various vendors to provide this service to determine the most cost effective and efficient way to obtain this service; and

WHEREAS, the LOFT Committee recommend Westlaw as the best vendor to provide this service.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the LOFT Committee’s recommendation and authorizes three year contracts with Westlaw from January 1, 2013 through December 31, 2015 out of budgeted operational and LOFT Funds with the exception of Friend of the Court and Prosecuting Attorney’s Office Family Support which will be paid through the Title IV-D Cooperative Reimbursement Program Contract with State of Michigan as follows:

• Circuit Court	\$ 1177.00	monthly fee * 12 = \$ 14,124.00 for 2013
	\$ 1193.00	monthly fee * 12 = \$ 14,316.00 for 2014
	\$ 1230.00	monthly fee * 12 = \$ 14,760.00 for 2015
• Friend of the Court	\$ 213.94	monthly fee * 12 = \$ 2567.28 for 2013
	\$ 224.64	monthly fee * 12 = \$ 2695.68 for 2014
	\$ 235.87	monthly fee * 12 = \$ 2830.44 for 2015
• District Court	\$ 358.00	monthly fee * 12 = \$ 4296.00 for 2013
	\$ 365.78	monthly fee * 12 = \$ 4389.36 for 2014
	\$ 378.96	monthly fee * 12 = \$ 4547.52 for 2015
• Sheriff’s Office	\$ 301.10	monthly fee * 12 = \$ 3,613.20 for 2013
	\$ 316.16	monthly fee * 12 = \$ 3,793.92 for 2014
	\$ 331.97	monthly fee * 12 = \$ 3,983.64 for 2015
• Prosecuting Attorney’s Office	\$ 1282.00	monthly fee * 12 = \$ 15,384.00 for 2013
	\$ 1294.82	monthly fee * 12 = \$ 15,527.84 for 2014
	\$ 1333.66	monthly fee * 12 = \$ 16,003.97 for 2015
• Prosecuting Attorney’s Office Family Support Unit	\$ 230.76	monthly fee * 12 = \$ 2769.12 for 2013
	\$ 242.29	monthly fee * 12 = \$ 2907.48 for 2014
	\$ 254.40	monthly fee * 12 = \$ 3052.80 for 2015

Annual Costs: 2013 - \$ 37,417.20 to be paid from LOFT
2014 - \$ 38,027.12 to be paid from LOFT
2015 - \$ 39,295.13 to be paid from LOFT
Annual Costs: 2013 – \$ 5336.40 to be paid through the Title IV-D Cooperative Reimbursement Program
Contract with State of Michigan
2014 – \$ 5603.16 to be paid through the Title IV-D Cooperative Reimbursement Program
Contract with State of Michigan
2015 - \$ 5883.24 to be paid through the Title IV-D Cooperative Reimbursement Program
Contract with State of Michigan

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 and the County Clerk are authorized to sign any contract/purchase documents consistent with this Resolution and approved as to form by the County Attorney.

LAW ENFORCEMENT: Yeas: Tsernoglou, De Leon, Celentino, Dragonetti
Nays: None **Absent:** Koenig, Schafer **Approved 11/1/12**

JUDICIARY: Yeas: Koenig, Bahar-Cook, Holman, Schafer, Dragonetti
Nays: None **Absent:** Tsernoglou **Approved 11/15/12**

FINANCE: Yeas: Grebner, McGrain, Bahar-Cook, Tennis, Dougan,
Nays: None **Absent:** Nolan **Approved 11/26/12**

COHL, STOKER & TOSKEY, P.C.
ATTORNEYS AND COUNSELORS
601 NORTH CAPITOL
LANSING, MICHIGAN 48933

PETER A. COHL
DAVID G. STOKER
ROBERT D. TOWNSEND
BONNIE G. TOSKEY
RICHARD D. McNULTY
TIMOTHY M. PERRONE

OF COUNSEL:
SHERRY L. HEDRINGTON

May 22, 2013

(517) 372-9000
FAX (517) 372-1026

Sent via Email

John L. Neilsen, Deputy Controller
Ingham County Controller's Office
Ingham County Courthouse
P.O. Box 319
Mason, MI 48854

Re: Indemnification Provisions in West CLEAR Services Subscriber Agreement and Addendum

Dear Mr. Neilsen:

This is in follow-up to my March 29, 2013 letter to Rhonda Swayze, Deputy Court Administrator/General Trial Division, regarding the West Order Form – CLEAR Services and CLEAR Services Subscriber Agreement and Addendum. As I advised Ms. Swayze our office has not Approved As To Form the West CLEAR Subscriber Agreement and Addendum due to West's refusal to remove the indemnification provisions contained in the Agreement's paragraph 8. Indemnification as modified by item #3 of the Addendum. The Addendum merely changes the title of paragraph 8 to Government Responsibility. Paragraph 8, as amended, reads as follows:

"Except as otherwise prohibited by law and without waiving any defenses to which it may be entitled, Subscriber hereby agrees to protect, indemnify, defend and hold harmless West and all its suppliers from and against any and all costs, claims, demands, damages, losses and liabilities (including actual attorneys' fees) arising from or in any way related to (i) the use, access or misuse of information by Subscriber (or any other party receiving such information from or through Subscriber), and (ii) Subscriber's breach of any representation, warranty or other provision of this Agreement."

While the indemnification provisions set forth in the Addendum's Government Responsibility section have the appearance of being narrowly drafted, they still seek to have West indemnified from liability it may incur from the "use, access or misuse of information by Subscriber (or any other party receiving such information from or through Subscriber)". The reference to subscriber of course is referring to the Circuit Court and County.

The reason our office does not approve the above indemnification provisions is rooted in Article 9, Section 18 of the Michigan 1963 Constitution which states in part that:

"The credit of the state shall not be granted to, nor in aid of any person, association or corporation, public or private, except as authorized in this constitution."

The Michigan Supreme Court has held that the above-quoted Constitutional prohibition also applies to counties as well as other local units of government and municipalities in the State of Michigan. *Drain Commissioner of Oakland Co v City of Royal Oak*, 306 Mich 124, 142 (1943) (construing the predecessor of Const. 1963, art 9, § 18, Const. 1908, art 10, § 12); *Advisory Opinion on Constitutionality of 1986 PA 281*, 430 Mich 93, 119 (1988).

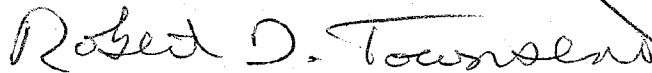
The State of Michigan views an agreement to indemnify another party for liability which it may incur as a form of lending of credit. Since the Michigan Constitution contains no authorization for indemnification, the State has long taken the position that it is barred by the Constitution's Article 9, Section 18 from entering into indemnification agreements whereby the State would be required to be the indemnifying party. Since, as noted above, Article 9, Section 18 of Michigan's Constitution also applies to Ingham County, Ingham County is in the same position as the State of Michigan with respect to indemnification provisions in agreements in which it enters.

While our office, for the reasons stated above, does not Approve As To Form the West CLEAR Subscriber Agreement and Addendum, proceeding with the execution of those documents is a business decision for the County to make. It is my understanding that you have been advised by the County's insurer, MMRMA, that while it agrees with our office's position regarding indemnification provisions in the County's contracts, the County's MMRMA insurance coverage will cover liability the County may incur as a result of the indemnification provisions contained in the West CLEAR Subscriber Agreement and Addendum documents.

If you have any questions with regards to the matters discussed in this letter, do not hesitate to contact me.

Very truly yours,

COHL, STOKER & TOSKEY, P.C.



Robert D. Townsend

RDT/hsk

Enclosures

cc: Rhonda K. Swayze, Deputy Court Administrator/General Trial Division
Jill Bauer, Assistant

Memorandum

To: Ingham County Law and Courts Committee
Date: May 20, 2013
From: Lance Langdon
Reference: Project funding requests

With the building of our new 9-1-1 Center there were a few items that had been discussed and planned for but funding had not been allocated as our building project came to a close at the end of 2012, and we have found some equipment that was missed in our planning. At this time I am requesting funding from the Counties 9-1-1 fund balance, to purchase these items that are not currently in our 2013 operations budget and had not been added as we had planned on them being part of our building project.

1. The 9-1-1 Center was designed as a secure facility with many features meeting homeland security recommendations. With the design of the building, access to the facility was restricted but also control for access had not been considered. We had an incident we had here at the center last week with a case of road rage that pulled into the Center parking lot and an armed subject in our lobby looking for assistance. This further demonstrates the need for access controls for the front entry doors and gate areas. A quote was provided by VidCom who installed our card access to provide access controls in the admin area and on the call center floor. This will provide the ability 24-7 for staff to have someone approach the entrance and make contact with staff maintaining the required building security. With audio and video they can communicate with the person and allow or deny access as is appropriate from within the secure facility. Cost for this project was quoted as \$4,897.56.
2. The call center was designed with work stations in the corners running along the walls of the call center. With the planning and design of the building we had failed recognize in the planning for the need for paper maps to be hanging next to the work stations for easy reference by the employees. They have been taping them to the walls but with the distance needed to read them and lack of wall space in many areas we are in need of a different mapping solutions. We are looking to use a combination of bulletin boards, rotary island display racks and tack strips to fill this need. These will be placed in the call center, training and conference rooms to hang paper maps as needed for training and meetings. With this same project we also are in need of a plotter printer. This equipment/service was available through the Cities when the centers were operated by East Lansing and Lansing. A plotter printer here at the Center would be used to print wall size maps again for day to day operations as well as training or special events. Additionally as changes in mapping are made maps could be updated very quickly and provided to staff for day to day operations. Costs for all of the mapping related items would be \$14,742.67. With the large number of new staff members paper mapping has a very important role in the training and operations. Purchases would be made through CDW-G, DBI and Magnatag.

3. Televisions for the center. We have designed and wired the center for televisions in the center for the Call Center, Break Room, Wellness Room and Conference Room. The NENA, National Emergency Number Association model policies do recommend televisions in 9-1-1 Centers. They note that it provides access to breaking news, emergency weather reports as well as other useful information and can maintain employee alertness during periods of inactivity, and can improve employee morale. As we discussed building the new center staff had been told that Televisions were planned for but have not yet been purchased or installed. I do feel that finishing this portion of the building project will assist in building up employee morale as well. A quote from CDW-G for televisions and mounts has been obtained in the amount of \$3,363.70. At this time I would like to purchase the one of the television and mount, for the call center putting off the remainder of the televisions to the 2014 budget's capital improvement request. Cost on the one television/ mount and shipping would be about \$1,650.00.

The total of the items is requested is not to exceed \$21,500.00 from the 9-1-1 Funds. Your approval of these expenditures is respectfully requested.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AUTHORIZING EQUIPMENT PURCHASES FOR THE INGHAM COUNTY
9-1-1 CENTRAL DISPATCH CENTER**

WHEREAS, the Ingham County Board of Commissioners operates the 911 Emergency Telephone Dispatch System through the Ingham County 9-1-1 Central Dispatch Center; and

WHEREAS, after nearly a year of operations the Director has identified several equipment enhancements to Ingham County 9-1-1 Central Dispatch Center that will improve the operations; and

WHEREAS, the 9-1-1 Director has obtained prices for these equipment purchases and is requesting 911 Funds totaling up to \$21,500.00.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the expenditure of up to \$21,500 from the 911 Emergency Telephone Dispatch Services - 911 fund balance for the costs associated with the purchase of:

- 1) Remote video/access controls for Building/Lobby Security up to \$5,050.00
- 2) Mapping Project; paper mapping solutions, including mounting solutions and plotter printer up to \$14,800
- 3) Call Center Television; cost of one television and mount, for the call center up to \$1,650.00.

Total costs Up to \$21,500

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary budgetary transfers that are consistent with this Resolution.

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