

CHAIRPERSON
CAROL KOENIG

VICE-CHAIRPERSON
VICTOR CELENTINO

VICE-CHAIRPERSON PRO-TEM
ROBIN NAEYAERT

LAW & COURTS COMMITTEE
BRYAN CRENSHAW, CHAIR
KARA HOPE
VICTOR CELENTINO
TERI BANAS
SARAH ANTHONY
RANDY SCHAFER
RANDY MAIVILLE

INGHAM COUNTY BOARD OF COMMISSIONERS
P.O. Box 319, Mason, Michigan 48854 Telephone (517) 676-7200 Fax (517) 676-7264

THE LAW & COURTS COMMITTEE WILL MEET ON THURSDAY, JULY 12, 2018 AT 6:00 P.M., IN CONFERENCE ROOM A, HUMAN SERVICES BUILDING, 5303 S. CEDAR, LANSING.

NOTE CHANGE IN LOCATION

Agenda

Call to Order

Approval of the [June 14, 2018](#) Minutes

Additions to the Agenda

Limited Public Comment

1. Prosecuting Attorney – Resolution to Authorize an Amended Memorandum of Understanding between the Ingham County Prosecutor’s Office and the Department of the Attorney General and a Subcontract between the Ingham County Prosecutor’s Office and End Violent Encounters ([EVE](#))
2. Homeland Security and Emergency Management
 - a. Resolution to Authorize a Memorandum of Understanding with the Michigan Region 1 Voluntary Organizations Active in Disaster ([MIRIVOAD](#))
 - b. Resolution to Purchase 2018 Ford Transit 350 Diesel Command/Communications [Van](#) and Upfitted by Kodiak Emergency Vehicles
3. Facilities – Resolution to Authorize Professional A&E Services for Replacing Two [Chillers](#) at the Jail
4. Law & Courts Committee
 - a. Michigan Human Society Report (Discussion)
 - b. Resolution Submitting to a Vote of the Electorate Authorization of the Telephone Surcharge for Emergency Telephone Services ([9-1-1 Services](#))
5. Board Referrals
 - a. Resolution from the [Allegan County](#) Board of Commissioners Opposing Amendatory Legislation to Michigan Public Act 93 of 2013
 - b. Resolution from the [Bay County](#) Board of Commissioners Opposing Amendatory Legislation to Michigan Public Act 93 of 2013
 - c. Resolution from the [Kalkaska County](#) Board of Commissioners Opposing Amendatory Legislation to Michigan Public Act 93 of 2013
 - d. Annual Accounting for the Ingham County [9-1-1 Service District](#) from Maner Costerisan
 - e. Resolution from [Saginaw County](#) Board of Commissioners Concerning the Michigan Indigent Defense Commission Amendments to “Local Share”
 - f. Resolution from [Berrien County](#) Concerning Their Opposition to House Bill 6049 and Senate Bill 1025

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
June 14, 2018
Draft Minutes

Members Present: Crenshaw, Anthony (left at 6:51 p.m.), Celentino, Banas (arrived at 6:01 p.m.), Hope, Schafer, and Maiville

Members Absent: None

Others Present: Teresa Carter, Ben Stewart, Lauren Yunker, Erin Ebright, Trissa McClinchey, Katie Stewart, Caitlin Budzinski, Matt Nordsfjord, Rick Terrill, John Dinon, Darrin Southwell, Teri Morton, Lindsey LaForte, and others

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

Approval of the May 31, 2018 Minutes

MOVED BY COMM. SCHAFFER, SUPPORTED BY COMM. CELENTINO, TO APPROVE THE MINUTES OF THE MAY 31, 2018 LAW AND COURTS COMMITTEE MEETING.

THE MOTION TO APPROVE THE MINUTES CARRIED UNANIMOUSLY. Absent: Commissioner Banas.

Additions to the Agenda

4. Animal Control
 - b. Changing the Hours of Operation of the Ingham County Animal Shelter (discussion item)

Chairperson Crenshaw stated that the following resolution would now be considered Agenda Item 4(a).

4. Animal Control - Resolution Honoring Officer Jodi Lebombard on the Occasion of her Resignation

Commissioner Banas arrived at 6:01 p.m.

Limited Public Comment

Teresa Carter, Ingham County Animal Shelter (ICAS) Office Coordinator, UAW Recording Secretary and Union Stewart, stated that she was before the Committee to speak on the possible change in the animal shelter hours and would be available if anyone had questions.

MOVED BY COMM. MAIVILLE, SUPPORTED BY COMM. ANTHONY, TO APPROVE A CONSENT AGENDA CONSISTING OF THE FOLLOWING ITEMS:

1. Sheriff's Office
 - a. Resolution to Authorize a Reorganization of the Sheriff's Office Field Services Division
 - b. Resolution to Authorize a Contract to Lease the Ingham County Jail Kitchen for Modernized Food Preparation, Packaging, and Delivery
2. Circuit Court – Juvenile Division – Resolution to Authorize a Reorganization in the Juvenile Division
3. Facilities – Resolution to Authorize an Agreement to Evaluate and Present a Scope of Work for 9-1-1 Center Mechanical Sound Reduction
4. Animal Control
 - a. Resolution Honoring Officer Jodi Lebombard on the Occasion of her Resignation
5. 9-1-1 Dispatch Center – Resolution to Honor Emergency Telecommunicator Kathy Murray-Rice of the Ingham County 9-1-1 Central Dispatch

THE MOTION CARRIED UNANIMOUSLY.

THE MOTION TO APPROVE THE ITEMS ON THE CONSENT AGENDA CARRIED UNANIMOUSLY.

4. Animal Control
 - b. Changing the Hours of Operation of the Ingham County Animal Shelter (discussion item)

John Dinon, ICAC Director, stated that before the Animal Control Millage was adopted the shelter was closed on Sunday and Monday. He further stated that the millage was vague but stated that services would be enhanced, so they changed to being open seven days a week.

Mr. Dinon stated that the staff believes that Sunday hours were no longer needed because there was less business and calls, it was difficult to process adoptions because it was difficult to contact veterinarians or landlords, and it was a hardship for staff. He further stated that operating a seven day a week schedule was causing a decline in morale, and an increase in compassion fatigue.

Mr. Dinon stated that there was more traffic on Mondays than Sundays so it made more sense to remain open on Monday.

Commissioner Celentino stated that he looked at the statistics provided in advance and appreciated having them ahead of time. He further stated that although Sunday may not be the busiest day, it was still busier than other days, such as Thursday.

Commissioner Celentino stated that his constituents had responded well to the idea of Sunday hours and that was one of the reasons why they supported the millage. He further stated that he would like to hear from the employees about their reasons for wanting to reduce the shelter hours.

Commissioner Celentino stated he had a difficulty in supporting this because he felt increased shelter hours had been promised as part of the millage. He asked about a recent change in staffing for the ICAC that the Board of Commissioners had approved.

Mr. Dinon stated that when the millage had been approved the ICAC hired one and a half animal care positions, one and a half clerks, and a manager; however, after the proposed budget cuts they had a position cut. He further stated that recently they had asked for restoration of a position that had been cut.

Teri Morton, Deputy Controller, stated that it was not creating a new position but restoring a position that had been cut.

Commissioner Celentino stated that he had hoped that a restored position would have helped alleviate some of the difficulties in staffing weekend shifts.

Ms. Morton stated that one of the arguments made toward restoring that position was that the shelter was open seven days a week.

Commissioner Anthony stated that the numbers were not drastically different on Sunday versus the other days of the week. She asked what the costs savings would be by having the shelter closed on Sundays compared to having it open.

Commissioner Anthony asked if the need for the millage would be less if ICAS was not open on Sunday and would that be able to be returned to the taxpayers.

Mr. Dinon stated that the numbers were not the only thing that was important because part of the concern was the quality of life and staff morale. He further stated that he did not see any possible reduction in cost with this change unless a position was eliminated and he did not support that.

Mr. Dinon stated that when the new shelter was completed there would be even more need for staff, so it did not make sense to reduce staffing numbers.

Commissioner Anthony asked how much marketing was done to let the public know about Sunday hours.

Mr. Dinon stated that it was on the website, Facebook, and on the doors to the shelter. He further stated that Sunday was not always the slowest day, but there are other factors to consider.

Mr. Dinon stated that staff worked hard in a difficult environment and they needed time to decompress.

Chairperson Crenshaw asked Ms. Carter to join the discussion and provide the employee's view.

Ms. Carter asked if the number of adoptions that Mr. Dinon had provided to the Committee had included the number of adoptions officially processed on Sunday after a Saturday mobile adoption event.

Mr. Dinon stated that they had removed those adoptions from the figures.

Discussion.

Ms. Carter stated that the efficiency and productivity was down on Sunday because the staff did not have enough work to do. She further stated that there were safety concerns on Sunday which was partially due to fatigue from being open seven days a week.

Ms. Carter stated that there was a lot of effort that went into getting ready for the public and the animal care staff had to focus on that every day versus having a day off to truly focus on the animals.

Mr. Dinon stated that being closed one day a week was standard for shelters. He further stated that there were advantages to being able to work to deep clean and perform other tasks when the public was not around.

Mr. Dinon stated that the Animal Control Officers (ACOs) are not patrolling on Sundays because of being short staffed. He further stated that there are six positions for ACOs but only three are filled at this time.

Commissioner Schafer asked if they had any dollar figure to show any savings for closing on Sundays.

Mr. Dinon stated that there was not one available.

Commissioner Schafer asked what percentage of the staff wanted to be closed on Sunday.

Mr. Dinon stated that 100% of ICAC employees wanted the shelter to be closed on Sundays.

Ms. Morton stated that the animal care staff had always worked seven days a week,

Commissioner Schafer stated that the animal control millage was for a new shelter and had some language encouraging expanded services. He further stated that he would look for feedback from the Animal Control Advisory Board as he did with the 9-1-1 issues and the 9-1-1 Advisory Board.

Commissioner Schafer stated that he would like to look at this as to what was best for the County based on facts even though many people bring a lot of emotional arguments to anything concerning animals. He further stated that the ICAC was originally supposed to provide enforcement of laws and not operate as a shelter, which was an issue that he had discussed previously.

Mr. Dinon stated that he had not been prepared for all the emotion that came into play concerning the shelter, but many people feel very strongly about it.

Chairperson Crenshaw stated that he had spoken with former Commissioner Penelope Tsernoglou who had also suggested speaking with the Animal Control Advisory Board on this issue.

Commissioner Banas asked if there had been a survey of the public concerning this change. She further stated that one of the benefits that had been discussed was that the public could come to the shelter on the weekends when the average person was not working.

Mr. Dinon stated that there had not been any survey and anecdotally some people mention liking the option of weekend hours.

Commissioner Banas stated that the staff did not work seven days a week, they work only five. She further asked if staff rotated the schedule to cover the weekends.

Mr. Dinon stated that the schedule was not a rotation, but it was done by seniority. He further stated that he supported a rotating schedule but staff was not supportive of the idea.

Commissioner Maiville asked if the bargaining unit supported not being open on Sunday.

Ms. Carter stated that they did support not being open on Sunday.

Chairperson Crenshaw stated that this issue would go back to the Animal Control Advisory Committee and then, if a recommendation was made, this issue may return to the Committee in September.

6. Law & Courts Committee – November Ballot Question – Supplemental Millage/Surcharge for New Public Safety Radio System (*Discussion*)

Ms. Morton stated that there had been limited discussions of this in the past. She further stated that it would be helpful to discuss whether to seek a surcharge or millage.

Commissioner Banas asked about how the surcharge was applied to homes and businesses.

Ms. Morton stated that it would apply to a service user, which was defined in State law, as a single service unit, such as a home phone. She further stated that they would charge the surcharge on each access point up to ten access points for a multiline user and then one for each of the next ten.

Discussion

Commissioner Schafer stated that he supported the surcharge. He further stated that Eaton County had a \$1.85 surcharge but that he did not know the maximum allowable surcharge.

Ms. Morton stated that the maximum was a \$3 surcharge with voter approval, currently the County was currently collecting the maximum surcharge without a vote which was \$0.42.

Commissioner Schafer stated the would like to seek the amount needed fully fund the purchase and maintenance of the best public safety radio system

Chairperson Crenshaw asked how many units were in the County.

Ms. Morton stated that she was not sure but had the figure in her file.

Commissioner Maiville stated that he supported the surcharge also.

Ms. Morton stated that there would be a sunset date under the State law which allowed surcharges to be charged.

Matt Nordsfjord, County Attorney, stated that the sunset was currently going to happen on December 31, 2021 but that the sunset had been extended twice and may be done again. He further stated that if the Committee did not act now that the funding option may go away.

Commissioner Banas asked if there was a certain period of time this surcharge would be collected.

Ms. Morton stated that this would go on until the Board of Commissioners decided to stop collecting in or when the State law sunsets.

Commissioner Banas stated that she supported the surcharge because she did not want the residents to become fatigued with so many millages and she thought it was the fairest way of implementing this.

Ms. Morton stated that the County has about 220,000 service users.

Commissioner Celentino stated that he supported the surcharge.

Commissioner Schafer asked if the proposed \$1.80 surcharge was enough to purchase and maintain the system.

Ms. Morton stated that the \$30 million seemed to be a conservative figure for the cost of the system, so even less may be needed.

Commissioner Schafer asked when this would be before the Committee for a vote.

Chairperson Crenshaw stated that it would be taken up at the July meeting in order to have it on the ballot for November.

Discussion.

Announcements

Chairperson Crenshaw stated that the Shelter Ground Breaking was held on Monday and it was a great event. He further stated that Commissioners Koenig, Banas, Celentino, and Louney were also in attendance.

Public Comment

Matt Stewart, former ACO, stated that as a single parent it was difficult to work on weekends because it was the only time he had with his children and he ultimately left his position because he could not balance work and family. He further stated that when the call volume was lower, they do license sweeps which cause people to get angry with them, especially on Sundays when people did not want to be disturbed.

Mr. Stewart stated that safety was an issue when going door-to-door especially. He further stated that ACOs also need more training.

Mr. Stewart stated that during the summer, it may be a bit busier, but it was more difficult to maintain a full staff in the summer also. He further stated that he had been a night officer solo and it was not safe because there was not any back up.

Mr. Stewart stated that the staff morale was very low and went down when the public was not happy with them either.

Lauren Yunker, Animal Control Clerk, stated that she worked Thursday through Monday. She further stated that on Mondays more people came in than on Sundays, so if the public knew that it the schedule had changed to be open on Mondays, they should also know about Sunday's hours.

Ms. Yunker stated that as a mother-of-four, she was missing out on time with her family and husband. She stated that she was a shelter volunteer for a year and a half before being hired and that time there was not Sunday hours.

Ms. Yunker stated that there was more time to care for the animals when the shelter was closed two days a week. She further stated that if ACOs are not coming into the shelter on Sundays, the office lacked the back up they provided.

Ms. Yunker stated that if someone had an animal to recover from the shelter they needed to speak with an ACO first, and none were on duty on Sundays. She further stated that this caused people to become upset because they wanted their animal back and did not want to incur fees for another day at the shelter.

Ms. Yunker stated that they often have to deny adoptions on Sunday because of rental offices and veterinarian offices being closed. She further stated that she invited the Committee members to spend a Sunday at the shelter to see what it was like.

Erin Ebright, Animal Control Dispatch, stated that she had worked at ICAC for four years. She further stated that Sundays are very, very slow.

Ms. Ebright stated that the call volume may look similar during a Sunday, but the validity was not as great. She further stated that compassion fatigue was growing and the animals are not getting as much one-on-one attention due to the Sunday hours the shelter needed to be open.

Ms. Ebright stated that other counties will bring their animals because ICAC was open and the other counties' shelters were not. She further stated that it was concerning as a dispatcher to know that there was only one ACO out on Saturdays because they had no back up.

Ms. Ebright stated that a six day-a-week schedule worked well, and being open on Mondays was an advantage to the public and had a higher call volume.

Tristin McClichy, Animal Control Adoption Coordinator, stated that she had worked every Sunday since last June. She further stated that the numbers that had been provided to the Committee were different than the ones that she had calculated her numbers to the Committee.

Ms. McClinchy stated that they would get a lot of out-of-county strays and would have to turn them away which made people upset. She stated that people reuniting with their dogs would have to wait until the ACOs were in and often were angry about that.

Ms. McClinchy stated that she had worked at ICAC for two-and-a-half years and it was difficult to see so many employees leaving because of lowered staff morale.

Katie Stewart, Animal Control Clerk, stated that she had worked at ICAC for three years. She stated that from January 1, 2018 – May 28, 2018 only 39 physical adoptions happened on Sundays at the shelters.

Ms. Stewart stated that the number provided in the report to the Committee was 99 adoptions for the same time period, but she is certain that it was only 39. She further stated that she was unsure why there was such a variation in numbers.

Ms. Stewart stated that Saturdays are very busy. She further stated that managers rotate their schedules on weekends and sometimes that creates a problem.

Ms. Stewart stated that some people come in very upset and sometimes the managers were not able to handle the customers in a timely manner and some managers were not accustomed to working with the public.

Commissioner Anthony left the meeting at 6:51 p.m.

Ms. Stewart stated that they often needed to call the Mason Police Department because clients became so upset.

Officer Caitin Budzinski, Animal Control Officer, stated that she had been working at ICAC for four years. She stated that over the last year the care for the animals had become worse.

Officer Budzinski stated that working so many days and being so short staffed had caused a great hardship. She further stated that four officers or trainees had recently left the ICAC.

Officer Budzinski stated that animal care staff had increased shift hours, overtime, and staffing issues also. She further stated that the call volume on Sundays, especially Sunday morning, was reduced and people do not want to deal with ACOs at their doors, particularly on Sundays. .

Officer Budzinski stated that late evening hours on Mondays and Tuesdays were when people needed ACOs but they were currently off during those times to cover their Sunday shifts. She further stated that having only one officer on Saturdays was very dangerous.

Officer Budzinski stated that the ACOs do not have side arms and rely heavily on other ACOs for back up. She further stated that aggressive animals are very difficult to handle when alone.

Officer Budzinski stated that the ICAC was stretched very thin, especially with only three active ACOs. She further stated that bite calls were not being addressed in a timely manner due to this shortage of staff.

Adjournment

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

JULY 12, 2018 LAW & COURTS AGENDA STAFF REVIEW SUMMARY

RESOLUTION ACTION ITEMS:

The Deputy Controller recommends approval of the following resolutions:

1. *Prosecuting Attorney – Resolution to Authorize an Amended Memorandum of Understanding between the Ingham County Prosecutor’s Office and the Department of the Attorney General and a Subcontract between the Ingham County Prosecutor’s Office and End Violent Encounters (EVE)*

This resolution will authorize the Ingham County Prosecutor’s Office to enter into an amended Memorandum of Understanding with the Department of the Attorney General’s Office allowing the Office to enter into a Sub-contract with End Violent Encounters (EVE) to provide advocacy services for sexual assault victims. The Attorney General has indicated that they have additional funds for these services, making this proposal cost neutral to Ingham County.

See attached memo for details.

- 2a. *Homeland Security and Emergency Management – Resolution to Authorize a Memorandum of Understanding with the Michigan Region 1 Voluntary Organizations Active in Disaster (MIR1VOAD)*

This resolution will approve the participation of the Ingham County Sheriff’s Office, Emergency Operations Division in the Michigan Region 1 Voluntary Organizations Active in Disaster Coalition (MIR1VOAD) in order to maximize the prompt, full, and effective use of volunteer and disaster service organizations in the event of an emergency or disaster. It will also adopt the attached Memorandum of Understanding.

MIR1VOAD is a coalition of volunteer and disaster service organizations working together for a more effective disaster response and recovery, which coordinates volunteers and donated goods in an emergency or disaster in the Michigan State Police Emergency Management and Homeland Security designated District 1 area, including the counties of Ingham, Eaton, Clinton, Livingston, Jackson, Hillsdale, Gratiot, Shiawassee, and Lenawee.

- 2b. *Homeland Security and Emergency Management –Resolution to Purchase 2018 Ford Transit 350 Diesel Command/Communications Van and Upfitted by Kodiak Emergency Vehicles*

This resolution will authorize the purchase of the following equipment using Homeland Security Grant Program (HSGP) funding from FY2016 and FY2017:

- 2018 Ford Transit diesel van with a high roof, extended body, not to exceed the cost of \$42,000.00 using the State of Michigan contract.
- The van conversion would be completed by Kodiak Emergency Vehicles, not to exceed the cost of \$61,000.00, with a contingency of 10 percent in the event of any unforeseen costs.

FY2016 and FY2017 Region 1 Homeland Security Funds were originally authorized by Resolutions #16-451 and #17-467.

3. *Facilities – Resolution to Authorize Professional A&E Services for Replacing Two Chillers at the Jail*

This resolution will authorize an agreement with Tower Pinkster to provide professional architectural and engineering services for replacing two chillers at the Jail for a not to exceed cost of \$18,930.00. The existing chillers are 24 years old, having been repaired several times; the threat of the chillers failing and leaving the facility without a cooling system needs to be addressed. Tower Pinkster submitted the lowest proposal. Funds are available for this expense within the 2018 capital budget.

See memo for details.

4b. *Law & Courts Committee – Resolution Submitting to a Vote of the Electorate Authorization of the Telephone Surcharge for Emergency Telephone Services*

This resolution would submit to a vote of the electorate of Ingham County at the General Election to be held November 6, 2018 a request to increase the current telephone surcharge for emergency telephone services (9-1-1 Services). The increase would be from the current \$0.42 per service user per month to \$1.80 per service user for month (a monthly increase of \$1.38). The estimated annual increase in revenue of \$3.7 million would be used to fund replacement of the current public safety radio system. It is projected that the new system will cost \$30 million to be financed over 10 years.

See memo for details.

DISCUSSION ITEM:

4a. *Law & Courts Committee – Michigan Human Society Report*

Agenda Item 1

TO: Law and Courts Committee and Finance Committee

FROM: Lisa McCormick, Chief Assistant Prosecutor

RE: Memorandum of Understanding involving Untested Criminal Sexual Conduct (CSC) kits

DATE: July 2, 2018

The Ingham County Prosecutor's Office is requesting authorization to enter into an Amended Memorandum of Understanding with the Attorney General's Office to address the 126 untested CSC kits in Ingham County that have been sent to the Michigan Crime Lab for testing.

As discussed in previous Resolution #17-511, these cases are currently pending and now that the testing is starting to be complete it is necessary that an attorney familiar with these types of sophisticated investigations review the cases to see if they are viable for criminal prosecutions.

The Attorney General has indicated that they have additional funds for the Ingham County Prosecutor's office to enter into a sub contract with End Violent Encounters (EVE) to provide a community based Advocate for sexual assault victims arising from this project. This advocate will go with the detective to provide support during the victim notification process and will also provide support during the court process if charges are issued. The agreement will cover wages, fringe benefits, worker's compensation and unemployment insurance, training, and any other funds that are necessary and approved by the Attorney General's office.

This resolution is cost neutral.

**FIRST AMENDED
MEMORANDUM OF UNDERSTANDING BETWEEN
THE DEPARTMENT OF ATTORNEY GENERAL
AND THE INGHAM COUNTY PROSECUTOR'S OFFICE**

2015 PA 84 appropriated an additional \$1.7 million to the Department of Attorney General to assist local prosecutors with investigations and prosecutions of viable cases arising from the testing of previously untested sexual assault kits in 82 Michigan counties, including Ingham County. To achieve this goal and establish a sound framework governing expenditures from the \$1.7 million, the Michigan Department of Attorney General (Department) and the Ingham County Prosecutor's Office (ICPO) agree to the following Memorandum of Understanding (MOU).

Purpose:

This MOU establishes the cooperative responsibilities and roles each signatory has with respect to investigations and prosecutions arising from the testing of previously untested sexual assault kits funded under Section 316(1) of 2015 PA 84.

This MOU also contains provisions necessary to ensure that the Department has access to the information needed to meet all obligations and controls required to spend the \$1.7 million appropriation. The ICPO may use these funds only to augment existing staffing levels. The monies may not be used to retain existing staffing levels by offsetting any General Fund or Restricted Fund monies within their respective offices, but may be used to transfer staff from outside of their respective offices. A copy of the Spending Plan is attached to this MOU (Attachment A).

Nothing in this MOU restricts or enhances the powers or duties of the parties working cooperatively under this MOU. All staff will continue to be supervised by their respective departments but will work cooperatively to achieve the goals of expediting the investigation and prosecution of criminal cases identified through the testing of previously untested sexual assault kits. Ingham County prosecutions will continue to be managed by the ICPO.

Ingham County Prosecutor's Office Responsibilities:

The ICPO will also provide one community-based Advocate for Sexual Assault Victims. The services will be provided on an as-needed, part-time basis at a cost not to exceed \$ 14,919 per fiscal year.

Fees incurred for travel and vehicle costs may be billed at a cost not to exceed \$20,000 per fiscal year for both the Special Assistant Attorney General and the Community based Advocate. Actual costs for the staff, travel, and vehicles shall be invoiced to the Department under this MOU pursuant to the Support of Salary & Wages section below.

Only travel expenses incurred in accordance with the State of Michigan travel requirements, that are found at http://www.michigan.gov/dtmb/0,5552,7-150-9141_13132---,00.html, will be reimbursed. This includes, but is not limited to, mileage, meals, and lodging.

The ICPO will also share all data regarding investigations along with prosecutorial statistics as requested.

The ICPO staff will, at all times, be supervised by the Ingham County Prosecutor's Office.

Agreement Period and Termination:

This agreement is in full force and effect for services provided through December 31, 2018. Either party may withdraw from this agreement by giving sixty (60) days written notice, stating the reasons for withdrawal and the desired effective date of the withdrawal.

Costs:

All amounts billed against this MOU will be based only on actual costs incurred.

Support of Salaries and Wages billed to the Department:

Each individual whose compensation costs are invoiced under this MOU must complete and submit a copy of a Biweekly Certification Statement that attests to the amount of work time said employee spent. This certification must be provided, along with the billings, to the Department of Attorney General biweekly at:

Department of Attorney General
Fiscal Management – 7th Floor
525 West Ottawa Street
PO Box 30252
Lansing, MI 48909

The certification must include the following elements:

- A statement that indicates the time the employee worked under this MOU,
- Identification of the time period worked, and
- Signature of the employee and his or her direct supervisor.

Contacts:

For the Department of Attorney General:
John Pallas
First Assistant
Criminal Appellate Division
G. Mennen Williams Building, 4th Floor
525 W. Ottawa Street
P.O. Box 30217
Lansing, MI 48909
(517) 373-4875
Facsimile (517) 373-4916

The ICPO will identify an appropriate contact person or contract manager from its organization and provide that information to the Department's contact identified immediately above.

Amendments:

This MOU may be amended upon written approval of the parties at any time. This MOU contains all of the general terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this MOU will bind any of the parties.

Closeout:

When this MOU is concluded or terminated, ICPO shall provide the Department within thirty (30) days after conclusion or termination with all financial, performance, and other reports required as a condition of the MOU.

DEPARTMENT OF ATTORNEY GENERAL

By: _____ Dated: _____
Attorney General, or his designee

INGHAM COUNTY PROSECUTING ATTORNEY'S OFFICE

By: _____ Dated: _____
Carol Siemon
Ingham County Prosecuting Attorney

ATTACHMENT A

Spending Plan:

Personnel Costs

Classification	Max Yearly Cost & Benefit Expenditures
1 Limited Term SAAG assigned to the ICPO	\$115,000.00
1 Limited Term Advocate for Sexual Assault Victims	\$14,919.00
Total Yearly Personnel Expenditure	\$129,919.00

Miscellaneous Other Costs

Type of Cost	Estimated Yearly Cost
Travel/Vehicle Costs	\$20,000
Equipment Costs	\$10,000
Supply Costs	\$15,000
Misc. Prosecution Costs	\$25,000
Total Yearly Miscellaneous Costs	\$70,000

Note: Money will remain in a work project until used for its appropriated purposes, which is approximately three years.

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into this ____day of July, 2018 between Ingham County, a municipal corporation and political subdivision of the State of Michigan, the Prosecuting Attorney of Ingham County (hereafter referred to as Prosecutor), and End Violent Encounters or EVE (hereinafter referred to as the Contractor).

WITNESSETH:

WHEREAS, 2015 PA 84 appropriated an additional \$1.7 million to the Department of Attorney General to assist local prosecutors with investigations and prosecutions of viable cases arising from the testing of previously untested sexual assault kits in 82 Michigan counties, including Ingham County. To achieve this goal and establish a sound framework governing expenditures from the \$1.7 million, the Michigan Department of Attorney General (Department) and the Ingham County Prosecutor's Office (ICPO) agreed to a Memorandum of Understanding, which provides for a community based Sexual Assault Victim Advocate.

WHEREAS, the Contractor is able to provide Limited Term Advocacy Services for Sexual Assault Victims to the ICPO and Contractor will provide specialized training to the individual employed by Contractor in order to provide these services.

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

- I. **INDEPENDENT CONTRACT AGENCY**. Subject to the terms and condition of this Agreement, Ingham County and the Prosecutor of Ingham County hereby engages the Contractor to perform victim advocacy services for sexual assault victims as set forth herein, and the Contractor hereby accepts such engagement.
- II. **SERVICES TO BE PROVIDED BY THE CONTRACT AGENCY**. The Contractor shall provide the ICPO with victim advocacy services for sexual assault victims as necessary and requested under the terms of this contract. Any multi-disciplinary team meetings are deemed confidential. The Contractor agrees not to disclose any facts or circumstances learned during the process of team discussions regarding the investigation, victim or any matter.
- III. **COMPENSATION**. The Contractor must complete and submit a Biweekly Certification Statement that attests to the amount of time worked providing sexual assault victim advocacy services. This certification will be provided to the ICPO for approval and submitted to the County for payment. Upon proof of payment by the County, the ICPO will seek reimbursement from the Department of the Attorney General for reimbursement as provided in the MOU. Contractor shall receive an hourly rate of \$ 13.00 for each hour certified not to exceed 20 hours per week from July __, 2018 through December 31, 2018. Also, Contractor shall receive costs for fringe benefits including FICA/Medicare in the amount of 7.65%, Unemployment Insurance and Worker's Compensation. Services may be provided on or off-site as determined in the reasonable discretion of the Contractor. Should the compensation paid by Contractor to its employee be increased at any time during the term of this Agreement, based upon annual performance reviews or change in pay grade, this Agreement will be amended in writing to reflect the increased compensation to be paid by Ingham County to Contractor for its employee.

IV. **NONDISCRIMINATION.** Ingham County and the Contractor, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, political affiliation or beliefs. Ingham County and the Contractor shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the Elliott-Larsen Civil Rights Act, 1975 PA 453 amended; the Persons with Disabilities Civil Rights Act, 1976 PA 220 as amended; Section 504 of the Federal Rehabilitation Act of 1973 as amended, P.L. 93-112, 87 Stat 355 as amended, the Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USCA § 12101 et seq.), as amended, and regulations promulgated thereunder. Breach of this section shall be regarded as a material breach of the Agreement.

V. **CONTRACT AGENCY**

A. Contract Agency Status. The parties acknowledge that this agreement does not create an employee/employer relationship between Ingham County and the Contractor or the employees of Contractor. Neither Contractor, nor its employees, shall be entitled to participate in any plans, arrangements, or distributions by Ingham County pertaining to or in the connection with any fringe, pension, bonus, or similar benefits for Ingham County's regular employees.

Ingham County will not withhold or pay any sums, state, federal, or local taxes, social security (FICA), retirement, unemployment (MESIC) insurance, or worker's compensation insurance and Contractor agrees to hold Ingham County harmless for the payment of any such sum.

Under this contract, the parties agree, and the Contractor represents the following:

- Contractor will accept all assignments from the Prosecutor or his designee, which are required by the 2015 PA 84 appropriation, subject to the dollar limitations described herein. Upon receipt of an assignment, the Contractor will work in coordination with the Ingham County Prosecutor's Office Sexual Assault Kit Investigation Team, subject to the protocol adopted by the Team.
- The Prosecutor's rights of supervision shall be limited to the assignments of tasks, as described above, and an evaluation of the quality of the work performed, upon completion. The Prosecutor's sole remedy for unsatisfactory work shall be termination at any time of this Contractor Agreement, as provided herein.
- Contractor has the right to perform the services required by this Agreement at any place or location and at such times as Contractor may determine.
- Contractor is responsible to provide office space and other equipment, such as computer hardware or file access to the employee hired by the Contractor to provide the services required under this contract. Contractor recognizes and agrees that security of confidential records, and maintaining the integrity of the records are the responsibility of the Contractor.
- The Contractor is free to perform other services, for other clients, so long as there is no conflict of interest with the terms set forth under this agreement.

B. Fringe Benefits. This reimbursement agreement includes the hourly pay for the Contractor's employee for services performed under this agreement, as well as reimbursement for any benefits that may be offered through the Contractor.

C. Workers' Compensation. Ingham County shall not provide workers' compensation insurance on behalf of Contractor.

D. Unemployment Compensation. Ingham County shall make no state or federal unemployment compensation payments on behalf of Contractor.

E. Insurance. Contractor agrees to indemnify, defend, and hold harmless Ingham County from any and all liability arising out of or in any way related to Contractor's performance of services during the term of this Agreement, including any liability resulting from intentional or reckless acts or the acts of the employees or agents of the Contractor.

VI. **TRAVEL.**

A. Reimbursement for Expenses: Contractor will be reimbursed for all contract-related expenses at the current State of Michigan travel reimbursement rate in effect at the time of travel, not to exceed \$5,000 for this contract. Contractor is to submit an itemized travel list to Ingham County Prosecutor's Office for reimbursement. The Department of the Attorney General will reimburse the Ingham County Prosecutor's Office at the state rate upon proof of payment to the Contractor, and will provide notice to the County and Contractor upon a change in travel reimbursement. Only travel expenses incurred in accordance with the State of Michigan travel requirements, that are found at http://www.michigan.gov/dtmb/0,5552,7-150-9141_13132---,00.html, will be reimbursed. This includes, but is not limited to, mileage, meals, and lodging.

B. Conference Attendance: It is expected that the individual employed by the Contractor will receive specialized training related to victim notification, trauma, and other topics related to the impact of sexual assault on survivors, including a basic knowledge of victim's legal rights as related to sexual assault. Pre-authorization by the Department of the Attorney General, through First Assistant Attorney General John Pallas or his designee, is required prior to attendance if reimbursement will be sought. The same reimbursement process as described in Paragraph A shall be utilized, and requires original receipts be submitted to the Department of the Attorney General.

C. Liability: When traveling to and from Ingham County or on behalf of Ingham County the Contract Agency shall be deemed to be acting in the performance of its responsibilities under this Agreement. In the event of death, bodily injury, personal injury, or property damage arises from such travel to the extent not covered by the vehicle's liability insurance coverage, Ingham County shall not be deemed responsible for any damages, lawsuits, cost, and expenses arising therefrom. Nothing herein shall be deemed to be a waiver of governmental immunity provided to Ingham County by statute or court decisions.

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

VIII. **MODIFICATION OF AGREEMENT.** Modifications, amendments, or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties.

IX. **AGREEMENT DURATION.** This Agreement shall become effective from July ____, 2018 through December 31, 2018.

- X. **TERMINATION.** Notwithstanding any other provision in this Agreement to the contrary, either party may terminate this Agreement prior to the termination date set forth herein (1) immediately upon the loss or total depletion of the money provided to the Ingham County Prosecutor under the 2015 PA 84, or the termination of that program by the Department of the Attorney General if notice is given in writing to the other party at least thirty (30) days prior to the date on which such termination becomes effective. In the event of early termination, the Contractor shall be compensated for all services performed up to the effective date of termination.

- XI. **COMPLETE AGREEMENT.** This Agreement and any additional or supplemental documents incorporated by specific reference contains all the terms and conditions agreed by the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof, shall have any validity or bind either party.

- XII. **INVALID PROVISIONS.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any state or federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.

- XIII. **CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.** The persons signing this Agreement on behalf of the parties certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

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

INGHAM COUNTY

 Chairperson, Ingham County Board of Commissioners

 Date

 Clerk/Register, Ingham County

 Date

PROSECUTOR OF INGHAM COUNTY

Carol Siemon
Prosecuting Attorney

Date

CONTRACT AGENCY

, Director of Eve
EVE

Date

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AMENDED MEMORANDUM OF UNDERSTANDING BETWEEN THE INGHAM COUNTY PROSECUTOR'S OFFICE AND THE DEPARTMENT OF THE ATTORNEY GENERAL AND A SUB CONTRACT BETWEEN THE INGHAM COUNTY PROSECUTOR'S OFFICE AND END VIOLENT ENCOUNTERS (EVE)

WHEREAS, there are 126 untested sexual assault kits in Ingham County that have been sent to the Michigan State Crime Lab for testing; and

WHEREAS, the Department of the Attorney General has indicated that they have funds to assist local prosecutors with investigations and prosecutions and victim notification of viable cases arising from the testing of previously untested sexual assault kits; and

WHEREAS, the Attorney General would designate an attorney as a Special Assistant Attorney General to review these investigations and determine the viability of the prosecutions of these untested sexual assault kits; and

WHEREAS, the Special Assistant Attorney General will be working out of the Ingham County Prosecutor's office; and

WHEREAS, the Special Assistant Attorney General will be paid by funds from the Attorney General's office including but not limited to salary, computers, phones, training, mileage, and any other funds approved by the Department of the Attorney General. All expenses excluding salary will be processed by Ingham County but will be paid for by the Department of the Attorney General's office; and

WHEREAS, the Ingham County Prosecutor's Office is authorized to enter into a sub contract with End Violent Encounters (EVE) to provide advocacy services for sexual assault victims.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes the Ingham County Prosecutor's Office to enter into a Memorandum of Understanding with the Department of the Attorney General's Office consistent with this resolution and authorizes the Ingham County Prosecutor's Office to enter into a Sub-contract with End Violent Encounters (EVE).

BE IT FURTHER RESOLVED, that 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.

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

Agenda Item 2a

TO: Law & Courts Committee
Finance Committee

FROM: Sergeant Mary Hull, Ingham County Office of Homeland Security and
Emergency Management

DATE: Friday, June 22, 2018

RE: RESOLUTION TO AUTHORIZE ENTERING INTO A
MEMORANDUM OF UNDERSTANDING WITH THE MICHIGAN
REGION 1 VOLUNTARY ORGANIZATIONS ACTIVE IN DISASTER
(MIR1VOAD)

The Ingham County Office of Homeland Security and Emergency Management would like to enter into a Memorandum of Understanding with the Michigan Region 1 Voluntary Organization Active in Disaster (MIR1VOAD). MIR1VOAD is a coalition of volunteer disaster organizations working together for a more effective disaster response and recovery coordination during a disaster incident.

Introduced by the Law & Courts Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A MEMORANDUM OF UNDERSTANDING WITH THE MICHIGAN REGION 1 VOLUNTARY ORGANIZATIONS ACTIVE IN DISASTER (MIR1VOAD)

WHEREAS, the Michigan Region1 Voluntary Organizations Active in Disaster (MIR1VOAD) is a coalition of volunteer and disaster service organizations working together for a more effective disaster response and recovery; and

WHEREAS, the MIR1VOAD is a way to coordinate volunteers and donated goods in an emergency or disaster in the Michigan State Police Emergency Management and Homeland Security designated District 1 area, including the counties of Ingham, Eaton, Clinton, Livingston, Jackson, Hillsdale, Gratiot, Shiawassee, and Lenawee; and

WHEREAS, the Ingham County Sheriff's Office, Emergency Operations Division has identified a need to participate in the MIR1VOAD Coalition.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the participation of the Ingham County Sheriff's Office, Emergency Operations Division in the MIR1VOAD Coalition in order to maximize the prompt, full, and effective use of volunteer and disaster service organizations in the event of an emergency or disaster and adopts the Memorandum of Understanding which is attached hereto and incorporated by reference.

BE IT FURTHER RESOLVED, that 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.

Michigan Region 1 Voluntary Organizations Active in Disaster Memorandum of Understanding

Mission: Michigan Region 1 Volunteer Organizations Active in Disaster, herein referred to as MIR1VOAD, will offer a cohesive structure for community organizations, relevant businesses and governmental agencies at all levels who are/or desire to be active in disasters to meet the needs of those affected in Michigan Region 1.

We understand that as a member organization of the MIR1VOAD, we adhere to the bylaws.

We assure that our organization is an organization:

- With a willingness to participate and/or commit resources to the mission of MIR1VOAD;
- That jointly, with MIR1VOAD, accepts responsibility to maintain members roster and resource matrix;
- That does not discriminate on the basis of race, gender, sexual orientation, religion, income, disability or age.

The County of Ingham chooses to be a member organization in the Region 1 Voluntary Organizations Active in Disaster.

Carol Koenig Chairperson
Ingham County Board of Commissioners

Date

Agenda Item 2b

TO: Law & Courts Committee
Finance Committee

FROM: Sergeant Mary Hull, Ingham County Office of Homeland Security and
Emergency Management

DATE: June 15, 2018

RE: RESOLUTION TO PURCHASE A 2018 FORD TRANSIT VAN AND
CONVERSION FOR USE AS A COMMAND / COMMUNICATIONS
VEHICLE FOR THE INGHAM COUNTY OFFICE OF HOMELAND
SECURITY & EMERGENCY MANAGEMENT.

The Ingham County Office of Homeland Security and Emergency Management has applied for and has been approved for FY2016-FY2017 Region 1 Homeland Security Funds (Resolution #16-451 and #17-467). A portion of funds from both FY2016 and FY2017 will be used to purchase a Ford Transit van to be converted to a command/communications vehicle for the Office of Homeland Security & Emergency Management. This command/communications van would allow for a temporary command post for law enforcement and provide for interoperability with local and regional partners during a mutual aid response.

TO: Sergeant Mary Hull, Emergency Management Program Manger
 Rob Dale, Emergency Management Planner

FROM: James Hudgins, Director of Purchasing

DATE: April 23, 2018

RE: Memorandum of performance for RFP No. 3-18 Mobile and Communications Vehicle Conversion

Per your request, the Purchasing Department sought proposals for converting a County-supplied vehicle into a mobile command and communications vehicle for the Ingham County Office Homeland Security and Emergency Management.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to propose	21	0
Vendors responding	6	0

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

VENDOR NAME	LOCAL PREF	TOTAL BID
Kodiak Emergency Vehicles	No - Grand Ledge, MI	\$57,844.00
CGS Premier Inc.	No - Muskego, WI	\$66,979.00
Gerling & Associates, Inc.	No - Sunbury, OH	\$77,113.07
TechOps Specialty Vehicles LLC	No - Stevensville, MD	\$86,665.00
MBF Industries Inc.	No - Sandford, FL	\$97,278.00
LDV Inc.	No - Burlington, WI	\$107,524.00

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 Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO PURCHASE 2018 FORD TRANSIT 350 DIESEL
COMMAND/COMMUNICATIONS VAN AND UPFITTED BY KODIAK EMERGENCY VEHICLES**

WHEREAS, the Ingham County Office of Homeland Security & Emergency Management has previously applied for and was approved to receive pass through grant funds from the FY2016 and FY2017 Homeland Security Grant Program (HSGP); and

WHEREAS, the purpose of the grant funds is to purchase and convert a command/communications vehicle to provide Homeland Security & Emergency Management the ability to respond to large complex incidents, and to allow for interoperability with Ingham County EOC; and

WHEREAS, the command/communications vehicle and its conversion requests have been submitted and approved by the Michigan State Police Emergency Management and Homeland Security Division; and

WHEREAS, the purchase and conversion of the command/communications vehicle would be used for the purpose of responding to incidents that require a temporary command post for law enforcement personnel; and

WHEREAS, the command/communications vehicle and conversion purpose includes assisting Ingham County and would support Region 1 Homeland Security & Emergency Management agencies in the event of a large complex incident and allow for interoperability with Region 1 partners and partner EOC's.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes the purchase of the following equipment using the Homeland Security Grant Program (HSGP) funding from FY2016 and FY2017:

- 2018 Ford Transit diesel van with a high roof, extended body, not to exceed the cost of \$42,000.00 using the state contract.
- The van conversion would be completed by Kodiak Emergency Vehicles, not to exceed the cost of \$61,000.00, with a contingency of 10 percent in the event of any unforeseen costs.

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

Agenda Item 3

TO: Board of Commissioners, Law & Courts and Finance Committees

FROM: Rick Terrill, Facilities Director

DATE: June 4, 2018

SUBJECT: Professional A&E services for replacing two chillers at the Jail
For the meeting agendas of: June 14 & June 20

BACKGROUND

The existing chillers are 24 years old, having been repaired several times, the threat of the chillers failing and leaving the facility without a cooling system needs to be addressed. Tower Pinkster not only submitted the lowest proposal, they have decades of experience working as a consultant for correctional facilities on this type of project.

ALTERNATIVES

There are no alternatives to this request.

FINANCIAL IMPACT

Tower Pinkster submitted the lowest proposal amount of \$18,930.00. Funds are available in the 2018 approved CIP line item# 245-30199-976000-8F04 which has a balance of \$450,000.00 for chiller replacement.

STRATEGIC PLANNING IMPACT

This resolution supports the objective of developing a maintenance plan to extend the life of county facilities specifically E.1 (c) of the action plan.

OTHER CONSIDERATIONS

The Facilities Department is requesting A&E services from Tower Pinkster for the replacement of two Jail chillers as well as the 911 Center sound reduction project. Using the same company for both projects and scheduling meetings back to back will lead to time and cost savings and improving labor, travel and mileage efficiency.

RECOMMENDATION

Based on the information presented, the Facilities Department requests approval of the attached resolution to enter into an agreement with Tower Pinkster to provide professional A&E services for replacing two chillers at the Jail.

Agenda Item 3

TO: Richard Terrill, Facilities Director

FROM: James Hudgins, Director of Purchasing

DATE: May 25, 2018

RE: Memorandum of Performance for RFP No. 103-18 Architectural and Engineering Services for Replacing Two Chillers at the Ingham County Jail

Per your request, the Purchasing Department sought proposals from experienced and qualified architectural and engineering consultants for the purpose of entering into a professional services contract for replacing two (2) chillers at the Ingham County Jail.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to propose	89	30
Vendors attending pre-proposal meeting	8	2
Vendors responding	4	0

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

Vendor Name	Local Pref	<u>Phase I Cost</u> Not to exceed	<u>Phase I</u> # of meetings	<u>Phase II Cost</u> Not to exceed	<u>Phase II</u> # of meetings	Grand Total
TowerPinkster	No. Grand Rapids, MI	\$6,020.00	3	\$12,910.00	6	\$18,930.00
DiClemente Siegel Design Inc.	No. Southfield, MI	\$10,400.00	4	\$24,100.00	8	\$34,500.00
IMEG Corp.	No. Wixom, MI	\$11,000.00	4	\$24,525.00	8	\$35,525.00
MacMillan Assoc. Inc.	No. Bay City, MI	\$10,200.00	2	\$29,300.00	5	\$39,500.00

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 Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE PROFESSIONAL A&E SERVICES FOR REPLACING
TWO CHILLERS AT THE JAIL**

WHEREAS, the existing chillers are 24 years old and have been repaired several times; and

WHEREAS, the threat of the chillers failing and leaving the facility without a cooling system needs to be addressed; and

WHEREAS, Tower Pinkster has decades of experience working as a consultant for correctional facilities on this type of project; and

WHEREAS, Tower Pinkster submitted the lowest proposal amount of \$18,930.00; and

WHEREAS, funds are available in the 2018 approved CIP line item #245-30199-976000-8F04 which has a balance of \$450,000.00 for chiller replacement.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with Tower Pinkster, 4 East Fulton Street, Suite 200, Grand Rapids, Michigan 49503 to provide professional A&E services for replacing two chillers at the Jail for a not to exceed cost of \$18,930.00.

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 review and approval as to form by the County Attorney.

TO: Law and Courts and Finance Committees
FROM: Teri Morton, Deputy Controller
DATE: July 5, 2018
SUBJECT: Resolution Submitting to a Vote of the Electorate Authorization of the Telephone Surcharge for Emergency Telephone Services (9-1-1 Services)

For the meeting agendas of July 12 and 18

BACKGROUND

As has been discussed by the Law and Courts Committee, the 9-1-1 Advisory Board has recommended the replacement of the current public safety radio system. It is estimated that the replacement system will cost \$30 million to be financed over ten years, for an annual cost of approximately \$3.7 million. The Board of Commissioners has indicated its desire to seek funding for this project through a November 2018 ballot proposal to increase the current telephone surcharge for emergency telephone services.

ALTERNATIVES

If the Board of Commissioners were to choose not to request additional funding for the purpose of replacing the public safety radio system, the County would not have sufficient funding to move forward with this project. The County could instead upgrade the current system at an estimated cost of under \$10 million. There is no support for this from the membership of the 9-1-1 Advisory Board. The main concern is for Ingham County to have seamless interoperability with neighboring counties and the State of Michigan. The current maintenance agreement for Infrastructure Only with Harris Corporation for the 9-1-1 Public Safety Radio Communication System is approved through September 30, 2021, and the current system must be replaced or upgraded by that date.

FINANCIAL IMPACT

In order to levy the \$3.7 million annually to fund the new radio system, the requested surcharge increase is \$1.38 per service user per month, from the current \$0.42 to the requested \$1.80.

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of supporting public safety, specifically section C 3. (d) of the Action Plan – Consider the 9-1-1 Advisory Committee recommendation to submit to the electorate a supplemental 9-1-1 Operational Millage to build up a fund balance to upgrade or replace the current Public Safety Communications System.

OTHER CONSIDERATIONS

If this higher surcharge level is authorized, the County would still need to submit verification each May of the funding level needed for the next year to the State 911 Office on its forms. Collection would begin July 1, 2019. The surcharge funds may only be used for the State 911 Committee authorized purposes and are subject to an annual audit. (These are the same requirements that currently exist for the \$0.42 now being charged.)

A November ballot question would need to be certified by the County Clerk by August 14. This resolution will need to be passed by the Law and Courts Committee at its July 12 meeting and by the full Board of Commissioners at its July 24 meeting in order to meet this deadline.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to increase the telephone surcharge for emergency telephone services in order to provide sufficient funding to replace the public safety radio system.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION SUBMITTING TO A VOTE OF THE ELECTORATE
AUTHORIZATION OF THE TELEPHONE SURCHARGE FOR EMERGENCY
TELEPHONE SERVICES (9-1-1 SERVICES)**

WHEREAS, Ingham County has established a countywide system of emergency telephone and dispatch services for the benefit of the citizens of the County; and

WHEREAS, the 9-1-1 emergency telephone and dispatch services are of substantial benefit to the citizens of the County of Ingham; and

WHEREAS, pursuant to the Emergency Telephone Service Enabling Act, Section 401b(1), being MCL 484.1401b(1), the Ingham County Board of Commissioners may with voter approval authorize a telephone surcharge of up to \$3.00 for each service user, except for users of prepaid wireless communications service, for recurring emergency telephone operation costs and charges; and

WHEREAS, under the Emergency Telephone Services Enabling Act the County is currently charging \$0.42 for each service user; and

WHEREAS, the Board of Commissioners believes a monthly telephone surcharge at the level of up to \$1.80 for each service user (a \$1.38 per month increase) is necessary to provide an adequate and equitable financing mechanism for the needs for the Ingham County 9-1-1 Dispatch Center.

THEREFORE BE IT RESOLVED, that the following proposal be submitted to a vote of the electorate of Ingham County at the General Election to be held November 6, 2018.

**INGHAM CENTRAL DISPATCH
PROPOSITION FOR 9-1-1 EMERGENCY SERVICE SYSTEM FUNDING**

Shall the County of Ingham, Michigan, be authorized to assess a charge on all landline, wireless, and voice over internet protocol service users located in Ingham County of up to \$1.80 per month to be used exclusively for the funding of 9-1-1 emergency telephone call answering and dispatch services within Ingham County, including facilities, infrastructure, equipment and maintenance, and operating costs?

YES [] NO []

BE IT FURTHER RESOLVED, that this question is hereby certified to the County Clerk.

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to cause the proposed to be stated on the November 6, 2018 ballot and to be prepared and distributed in the manner required by law.

S T A T E O F M I C H I G A N

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN

**BOARD OF COMMISSIONERS - OPPOSE AMENDATORY LEGISLATION TO
MICHIGAN PUBLIC ACT 93 OF 2013**

WHEREAS, Michigan Public Act of 2013 created the Michigan Indigent Defense Commission (MIDC), authorized the MIDC to establish minimum standards for the provision of indigent defense services, mandated compliance plans from all Michigan counties by November 20, 2017 to address the first four indigent defense standards, and mandated that any additional costs required to implement these minimum standards be paid by the state; and

WHEREAS, Allegan County and Van Buren County developed a joint compliance plan for implementing the first four indigent defense standards and submitted this plan to MIDC by November 20, 2017 deadline; and

WHEREAS, the joint plan for compliance submitted by Allegan and Van Buren counties was approved in its entirety by the MIDC; and

WHEREAS, Governor Rick Snyder has now proposed a FY19 budget for the State of Michigan, which includes what appears to be insufficient funding to pay the additional indigent defense expenses that are anticipated in association with implementation of the first four indigent defense minimum standards, as required by Michigan Public Act 93 of 2013; and

WHEREAS, realizing state funding as currently proposed, appears to be insufficient and in violation of Michigan Public Act 93 of 2013, the Governor has further proposed amendatory legislation, "to clarify and improve" Michigan Public Act 93 of 2013, which include, among other things, establishing a new minimum local share of indigent defense costs to \$7.25 per capita and requiring that 90 percent of the revenue now collected by counties from partially indigent defendants be remitted to the state to support statewide system costs; and

WHEREAS, it has been determined that the proposed amendatory changes to the Michigan Public Act 93 of 2013 would result in an increase in expenses to Allegan County to provide indigent defense services in compliance with the first four standards.

THEREFORE BE IT RESOLVED the Allegan County Board of Commissioners hereby oppose any amendatory legislation to Michigan Public Act 93 of 2013 that would reduce or eliminate the State of Michigan's fiduciary responsibility to pay any and all additional costs required to implement the minimum indigent

defense standards, as presently legislated and/or that would result in any county revenues related to indigent defense being diverted to the State of Michigan; and

BE IT FURTHER RESOLVED, the Board of Commissioners remains committed to implementing the new minimum indigent defense standard as mandated by the MIDC, so long as the State of Michigan remains true to its original commitment to pay for any additional costs necessary for their implementation; and

BE IT FINALLY RESOLVED that a copy of this resolution be forwarded to Governor Snyder, US Senators Gary Peters and Debbie Stabenow, State Senator Tonya Schuitmaker, Congressmen Fred Upton and Bill Huizenga, State Representatives Mary Whiteford and Steve Johnson and the Michigan Association of Counties, and the other 82 counties.

Moved by Commissioner Dugan, seconded by Commissioner Storey to approve the resolution as presented with the stipulation that Allegan County received concurrence with VanBuren County. Once concurrence is completed the resolution will be sent to the appropriate parties.

ATTEST, A TRUE COPY



_____, Clerk-Register

APPROVED: May 10, 2018

cc: Admin. - Finance - Human Resources

Received concurrence from VanBuren County Administrator John Faul on May 18, 2018.

BAY COUNTY BOARD OF COMMISSIONERS

MAY 8, 2018

RESOLUTION
OPPOSING AMENDATORY LEGISLATION TO MICHIGAN PUBLIC ACT 93 OF 2013

BY: BAY COUNTY BOARD OF COMMISSIONERS

WHEREAS, Michigan Public Act 93 of 2013 created the Michigan Indigent Defense Commission (MDIC), authorized the MDIC to establish minimum standards for the provision of indigent defense services, mandated compliance plans from all Michigan counties by November 20, 2017 to address the first four indigent defense standards, and mandated that any additional costs required to implement these minimum standards be paid by the state; and

WHEREAS, Bay County developed a mandatory compliance plan for implementing the first four indigent defense standards and submitted this plan to the MDIC by the November 20, 2017 deadline; and

WHEREAS, Governor Rick Snyder has now proposed a FY19 budget for the state of Michigan, which includes insufficient funding to pay the additional indigent defense expenses that are anticipated in association with implementation of the first four indigent defense minimum standards, as required by Michigan Public Act 93 of 2013; and

WHEREAS, Realizing state funding as currently proposed is insufficient and in violation of Michigan Public Act 93 of 2013, the Governor has further proposed amendatory legislation, "to clarify and improve" Michigan Public Act 93 of 2013, which include, among other things, establishing a new minimum local share of indigent defense costs to \$7.25 per capita and requiring that 90 percent of the revenue now collected by counties from partially indigent defendants be remitted to the state to support statewide system costs; and

WHEREAS, It has been determined that the proposed amendatory changes to Michigan Public Act 93 of 2013 would result in an increase in expenses to Bay County to provide indigent defense services in compliance with the first four standards; Therefore, Be It

RESOLVED, That the Bay County Board of Commissioners hereby opposes any amendatory legislation to Michigan Public Act 93 of 2013 that would reduce or eliminate the state of Michigan's fiduciary responsibility to pay any and all additional costs required to implement the minimum indigent defense standards, as presently legislated; Be It Further.

RESOLVED, That the Bay County Board of Commissioners remains committed to implementing the new minimum indigent defense standards as mandated by the MDIC, so long as the state of Michigan remains true to its original commitment to pay for any additional costs necessary for their implementation; Be It Finally.

RESOLVED, That a copy of this resolution be forwarded to Governor Snyder, Senator Mike Green, Representatives Brian Elder and Gary Glenn, the Michigan Association of Counties, and the other 82 counties.

THOMAS M. HEREK, CHAIR
AND BOARD

Duranczyk - Opposition to Amendatory Legislation to PA 93 of 2013
Resolution sponsored by Commissioner Michael J. Duranczyk, 1st District

MOVED BY COMM. DURANCZYK

SUPPORTED BY COMM. BEGICK

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MICHAEL J. DURANCZYK	X			KIM J. COOHAN	X			MICHAEL E. LUTZ	X		
ERNIE KRYGIER	X			THOMAS M. HEREK	X						
VAUGHN J. BEGICK	X			TOM RYDER	X						

VOTE TOTALS:

ROLL CALL: YEAS _____ NAYS _____ EXCUSED _____

VOICE: YEAS 7 NAYS 0 EXCUSED 0

DISPOSITION: ADOPTED DEFEATED _____ WITHDRAWN _____

AMENDED _____ CORRECTED _____ REFERRED _____

STATE OF MICHIGAN

BOARD OF COMMISSIONERS OF THE COUNTY OF KALKASKA

RESOLUTION 2018-25

**BOARD OF COMMISSIONERS – OPPOSE AMENDATORY
LEGISLATION TO MICHIGAN PUBLIC ACT 93 OF 2013**

WHEREAS, Michigan Public Act of 2013 created the Michigan Indigent Defense Commission (MIDC), authorized the MIDC to establish minimum standards for the provision of indigent defense services, mandated compliance plans from all Michigan counties by November 20, 2017 to address the first four indigent defense standards, and mandated that any additional costs required to implement these minimum standards be paid by the state; and

WHEREAS, Kalkaska County developed a joint compliance plan for implementing the first four indigent defense standards and submitted this plan to MIDC by November 20, 2017 deadline; and

WHEREAS, the joint plan for compliance submitted by Kalkaska County was partially approved with the cost analysis-denied in its entirety by the MIDC; and

WHEREAS, Governor Rick Snyder has now proposed a FY19 budget for the State of Michigan, which includes what appears to be insufficient funding to pay the additional indigent defense expenses that are anticipated in association with implementation of the first four indigent defense minimum standards, as required by Michigan Public Act 93 of 2013; and

WHEREAS, realizing state funding as currently proposed, appears to be insufficient and in violation of Michigan Public Act 93 of 2013, the Governor has further proposed amendatory legislation, "to clarify and improve" Michigan Public Act 93 of 2013, which include, among other things, establishing a new minimum local share of indigent defense costs to \$7.25 per capita and requiring that 90 percent of the revenue now collected by counties from partially indigent defendants be remitted to the state to support statewide system costs; and

WHEREAS, it has been determined that the proposed amendatory changes to the Michigan Public Act 93 of 2013 would result in an increase in expenses to Kalkaska County to provide indigent defense services in compliance with the first four standards.

THEREFORE BE IT RESOLVED the Kalkaska County Board of Commissioners hereby oppose any amendatory legislation to Michigan Public Act 93 of 2013 that would reduce or eliminate the State of Michigan's fiduciary responsibility to pay any and all additional costs required to implement the minimum indigent defense standards, as presently legislated and/or that would result in any county revenues related to indigent defense being diverted to the State of Michigan; and

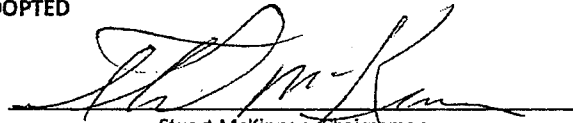
BE IT FURTHER RESOLVED, the Board of Commissioners remains committed to implementing the new minimum indigent defense standard as mandated by the MIDC, so long as the State of Michigan remains true to its original commitment to pay for any additional costs necessary for their implementation; and

BE IT FINALLY RESOLVED that a copy of this resolution be forwarded to Governor Snyder, US Senators Darwin Booher, Representative Daire Rendon, and the Michigan Association of Counties, and the other 82 counties.

Moved by Commissioner Fisher, supported by Commissioner Crambell to approve the resolution as presented.

Roll call vote: Fisher, yes; Crambell, yes; Bicum, yes; Comai, yes; Cox, yes; Sweet, yes; McKinnon, yes. 7 yeas. 0 nays. Carried.

RESOLUTION DECLARED ADOPTED

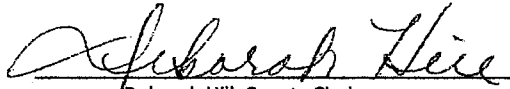


Stuart McKinnon, Chairperson
Kalkaska County Board of Commissioners

I, the undersigned, County Clerk of Kalkaska County, Kalkaska, Michigan, do hereby certify that the foregoing is a true and correct copy of certain proceedings taken by the Kalkaska County Board of Commissioners of said municipality at a regular meeting held on May 16, 2018 relative to adoption of the resolution therein set forth; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

STATE OF MICHIGAN)
County of Kalkaska)

May 16, 2018


Deborah Hill, County Clerk



Maner Costerisan PC
2425 E. Grand River Ave.
Suite 1
Lansing, MI 48912-3291
T: 517 323 7500
F: 517 323 6346
www.manercpa.com

June 18, 2018

Chairperson
Ingham County Board of Commissioners
County Building
Mason, MI 48854

Dear Sir or Madam:

You will find enclosed an annual accounting for the Ingham County 9-1-1 Service District. Section 405 of Senate Bill No. 303 of 1986 requires that telephone service providers of each service district prepare an annual accounting of the 9-1-1 technical (network) revenues and expenses.

We have been retained by the service providers listed on the attached statement to compile this information. This report provides your district's information for each listed provider of 9-1-1 service in your district. The over (under) collection amount may result in a change in the 9-1-1 technical rate. Rate changes are generally done annually in May to be effective July 1.

If you have any questions regarding the information, please contact our office.

Very truly yours,

Jeffery A. Irwin, CPA
Principal

JAI:kp
Enclosures
cc: 911 coordinator

INGHAM COUNTY
E911 TECHNICAL SURCHARGE POOL
FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2017 AND 2016

CONTENTS

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Maner Costerisan PC
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T: 517 323 7500
F: 517 323 6346
www.manercpa.com

ACCOUNTANT'S DISCLAIMER REPORT

To the Telephone Service Suppliers of
Ingham County E911 Technical Surcharge Pool

The accompanying financial statements of Ingham County E911 Technical Surcharge Pool as of and for the years ended December 31, 2017 and 2016, were not subjected to an audit, review, or compilation engagement by us and, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them.

We are not independent with respect to the Ingham County E911 Technical Surcharge Pool.

Maner Costerisan PC

May 21, 2018

**INGHAM COUNTY E911 TECHNICAL SURCHARGE POOL
(AN ASSOCIATION)
STATEMENTS OF TRUST ASSETS AND LIABILITIES
DECEMBER 31, 2017 AND 2016**

	2017	2016
ASSETS		
Amounts due from common funds	\$ 53,672	\$ 52,164
Accounts receivable - service suppliers	38,025	35,950
 Total assets	 \$ 91,697	 \$ 88,114
 LIABILITIES		
Accounts payable - service suppliers	\$ 63,961	\$ 47,875
Surplus	27,736	40,239
 Total liabilities	 \$ 91,697	 \$ 88,114

See notes to financial statements.

**INGHAM COUNTY E911 TECHNICAL SURCHARGE POOL
(AN ASSOCIATION)
STATEMENTS OF TRUST ADDITIONS AND DEDUCTIONS
YEARS ENDED DECEMBER 31, 2017 AND 2016**

	<u>2017</u>	<u>2016</u>
ADDITIONS - technical surcharges	\$ 144,600	\$ 149,066
DEDUCTIONS - provision of service costs	<u>157,103</u>	<u>172,729</u>
DEFICIT	(12,503)	(23,663)
SURPLUS, beginning of year	<u>40,239</u>	<u>63,902</u>
SURPLUS, end of year	<u>\$ 27,736</u>	<u>\$ 40,239</u>

See notes to financial statements.

**INGHAM COUNTY E911 TECHNICAL SURCHARGE POOL
(AN ASSOCIATION)
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of accounting - These financial statements are prepared on the accrual basis of accounting. Additions are recorded when billed and deductions are recorded based upon the provisions of Michigan Public Act 32. Since the statute mandates cost recoveries, there is no income, loss or corresponding fund balance.

Classification of assets and liabilities - The financial activities of the Pool do not generally involve a business cycle since the recognition of assets and the payment of liabilities are based on specific circumstances. Accordingly, the classification of assets and liabilities between current and long-term is not used.

Common funds - The service suppliers utilize a common bank account for the seventy-nine service districts within the State of Michigan (the Pool). All funds within the Pool are held in trust solely for participating service suppliers. Cash and cash equivalents consist of cash on deposit and short-term investments with maturities of twelve months or less. Interest earnings, generally immaterial, are credited to the various service districts to reduce reported costs.

Accounts receivable - Accounts receivable are reported at the amount management expects to collect on balances outstanding at year-end. Receivable amounts are charged to bad debt expense when they are determined to be uncollectible based upon a periodic review of the accounts by management. Accounting principles generally accepted in the United States of America require that the allowance method be used to recognize bad debts; however, the effect of using the direct write-off method is not materially different from the results that would have been obtained under the allowance method.

Federal income tax - Due to the nature of the Pool, taxes on income are not applicable. Accordingly, these financial statements do not reflect a provision for income taxes and the Pool has no other tax positions which must be considered for disclosure.

Amounts due to or from common funds - represents the service district's cash and cash equivalents or advances from the Pool bank account.

Accounts payable and receivable - service suppliers - represents the amounts due to or from the emergency telephone service suppliers within the service district. Accounts receivable do not bear interest.

**INGHAM COUNTY E911 TECHNICAL SURCHARGE POOL
(AN ASSOCIATION)
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Concluded)

Additions - represent the monthly billings of technical surcharges to end users by the service suppliers. These amounts are determined in accordance with the provisions of Michigan P.A. 32 and are subject to maximum caps as stipulated by that statute.

Deductions - represent the costs of providing the emergency telephone network, switching, billing and collection, and similar amounts by the service suppliers to end users in the service district.

Surplus or deficit - represents future refunds or billings to adjust for the over or under collection of surcharges from the service end users.

NOTE 2 - NATURE OF ORGANIZATION, RISKS, AND UNCERTAINTIES

The Ingham County E911 Technical Surcharge Pool is an unincorporated association of suppliers of emergency (911) telephone service within Ingham County, in the State of Michigan. It was formed to provide for the settlement of costs between service suppliers as required by Public Act 32 (P.A. 32) of 1986, as amended.

The service suppliers for this service district are CenturyTel Midwest, CenturyTel of Upper Michigan, Comcast, Frontier Communications, AT&T, Matrix Telecom, Shiawassee Telephone Company, Springport Telephone Company, Sprint, TDS Metrocom, and TelNet Worldwide. In accordance with Michigan P.A. 32, these service suppliers are entitled to recovery of costs as defined by the statute. In addition, the statute requires uniform billing on a geographic basis. Each service supplier reports its billings and costs. These amounts are then pooled and settlements for over or under collections are made.

The Pool is required to disclose significant concentrations of credit risk regardless of the degree of such risk. Financial instruments that potentially subject the Pool to concentrations of credit risk consist principally of temporary cash investments. The Pool places its temporary cash investments with FDIC insured financial institutions. Although such investments and cash balances may exceed the federally insured limits at certain times during the year, they are, in the opinion of management, subject to minimal risk.

Management evaluates events and transactions that occur after year end for potential recognition or disclosure in the financial statements. These subsequent events have been considered through May 21, 2018, which is the date the financial statements were available to be issued.

In the preparation of tax returns, tax positions are taken based on interpretation of federal, state and local income tax laws. Management periodically reviews and evaluates the status of uncertain tax positions and makes estimates of amounts, including interest and penalties, ultimately due or owed. No amounts have been identified, or recorded, as uncertain tax positions. Federal, state and local tax returns generally remain open for examination by the various taxing authorities for a period of three to four years.

**INGHAM COUNTY E911 TECHNICAL SURCHARGE POOL
(AN ASSOCIATION)
NOTES TO FINANCIAL STATEMENTS**

NOTE 2 - NATURE OF ORGANIZATION, RISKS, AND UNCERTAINTIES (Concluded)

The process of preparing financial statements in conformity with accounting principles generally accepted in the United States of America requires the use of estimates and assumptions that affect the reported amounts of assets, and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from estimated amounts.

NOTE 3 - SURCHARGE RATES

P.A. 32 permits the recovery of both recurring and nonrecurring charges. Recurring charges are defined as the amounts necessary for the ongoing operation of the system. Nonrecurring charges are for the initial setup and non-operational installation of trunks, circuits and similar items. Depending on the date of commencement of service, the nonrecurring charges are subject to various amortization rates and periods of up to ten years. At December 31, the Ingham County billed access-facility monthly rates were:

	2017	2016
Recurring	\$ 0.27	\$ 0.24
Nonrecurring	0.00	0.00
Total	\$ 0.27	\$ 0.24

NOTE 4 - SUBSEQUENT EVENT

On March 6, 2018, Michigan Senate Bill 400 was signed into law. This law is a comprehensive rewrite of the 911 funding mechanism. Included in the law are changes in the way 911 technical surcharges for recurring and non-recurring costs are recovered from subscribers. There will now be one statewide technical recurring rate and one statewide non-recurring rate. The new monthly rate will be \$0.53 for recurring costs and \$0.02 for non-recurring costs for a total 911 technical surcharge of \$0.55 per month. This new rate is effective May 5, 2018.

RESOLUTION "A"
BOARD OF COMMISSIONERS
COUNTY OF SAGINAW

**Michigan Public Act 93 of 2013 – Michigan Indigent Defense Commission –
Amendments to "Local Share"**

At a regular meeting of the Board of Commissioners of the County of Saginaw, Michigan, held on the 19th day of June 2018.

PRESENT: *Kathleen K. Dwan, Cheryl M. Hadsall, Kyle R. Harris, Kirk W. Kilpatrick, Dennis H. Krafft, Susan A. McInerney, Carl E. Ruth, Charles M. Stack, James G. Theisen, Michael A. Webster – 10*

ABSENT: *Amos O'Neal – 1*

Commissioner Hadsall offered the following resolution and moved for adoption. The motion was seconded by Commissioner Kilpatrick.

WHEREAS, Michigan Public Act 93 of 2013 created the Michigan Indigent Defense Commission (MIDC), authorized the MIDC to establish minimum standards for the provision of indigent defense services, mandated compliance plans from all Michigan counties by November 20, 2017 to address the first four indigent defense standards, and mandated that any additional costs required to implement these minimum standards be paid by the state; and,

WHEREAS, Saginaw County developed and submitted its compliance plan for implementing the first four indigent defense standards on November 20, 2017; and,

WHEREAS, MIDC approved Saginaw County's Compliance Plan, but rejected its cost analysis on January 18, 2018; and,

WHEREAS, Saginaw County had until February 20, 2018 to re-submit its cost analysis; and,

WHEREAS, MIDC issued its approval of the County's cost analysis on April 20, 2018; and,

WHEREAS, Governor Snyder has now proposed a Fiscal Year 2019 budget for the State of Michigan, which includes what appears to be insufficient funding to pay the additional indigent defense expenses that are anticipated in association with implementation of the first four indigent defense minimum standards, as required by Public Act 93 of 2013; and,

WHEREAS, realizing state funding as currently proposed, appears to be insufficient and in violation of Public Act 93 of 2013, the Governor has further proposed amendatory legislation, "to clarify and improve" Public Act 93 of 2013, which includes, among other things, establishing a minimum local share of indigent defense costs to \$7.25 per capita and requiring that 90 percent of the revenue now collected by the counties from partially indigent defendants be remitted to the state to support statewide system costs; and,

THE HONORABLE BERRIEN COUNTY BOARD OF COMMISSIONERS respectfully approves the following resolution in opposition of HB 6049 and SB 1025:

WHEREAS, House Bill (HB) 6049 and Senate Bill (SB) 1025 seeks to completely restructure the tax assessing qualifications, process and boundaries of local assessing units in Michigan; and

WHEREAS, HB 6049/SB 1025 will impose a huge financial burden on Berrien County as well as Michigan's other counties and local units because its mandates will require increased staffing levels and office space while providing a woefully inadequate 1% administrative fee and undefined "start-up funding" to compensate the counties and other local units for the drastic expenses that will surely accompany the new mandates; and

WHEREAS, HB 6049/SB 1025 will put Berrien County at odds with its local townships by requiring us to take the 1% administration fee from the local units to pay for our increased costs; and

WHEREAS, HB 6049/SB 1025 changes the manner in which local boards of review (BOR) are conducted. By putting specialized BOR's at the county level, HB 6049/SB 1205 has the potential to strip elected township supervisors and local assessing units of control over the tax assessing process, depriving them of the ability to account for unique conditions and values unknown to county-wide, regional and/or statewide assessing units but well known in the local units; and

WHEREAS, HB 6049/SB 1025 appears to have been designed without any input from existing assessors or their associations and the previous drafts were not made public to the counties and townships directly affected by its sweeping changes until nearly ready for introduction into the Michigan Legislature; and

WHEREAS, there are no guarantees that quality education will be available locally or even regionally to allow for the increased certification levels imposed by HB 6049/SB 1025; and


WHEREAS, HB 6049/SB 1025's proposed levels of certification for assessors will not achieve the results that are being sought. The real problem is bad assessors, not their levels of certification. The solution lies in better policing of assessors by the State Tax Commission, not simply imposing increased educational requirements that may be impossible to achieve and that do nothing to weed out the bad assessors; and

WHEREAS, Berrien County views HB 6049/SB 1025 in its current form as an unfunded mandate which does little or nothing to accomplish its stated goals.

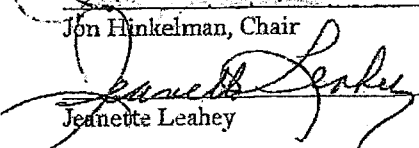
NOW, THEREFORE, BE IT HEREBY RESOLVED that the Berrien County Board of Commissioners hereby opposes HB 6049/SB 1025 and asks that it be referred back to the House Tax Policy Committee and the Senate Finance Committee until the funding issues and other problems identified above can be properly addressed.

BE IT FURTHER RESOLVED that this resolution will be forwarded to all counties in Michigan, Michigan House Representatives Pagel and LaSata, Senator John Proos, and Governor Rick Snyder.

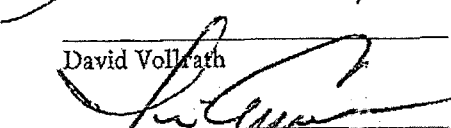
Respectfully submitted,
Berrien County Board of Commissioners



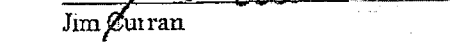
Jon Hinkelman, Chair



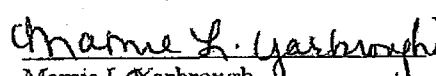
Jeanette Leahey



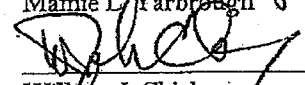
David Vollrath




Jim Curran




Mamie L. Yarbrough




William J. Chickering




Ezra A. Scott



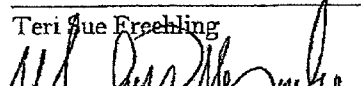
Debra Panozzo



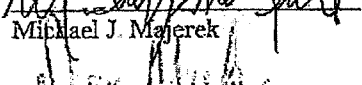
R. McKinley Elliott



Teri Sue Freehling



Michael J. Majerek



Don Meeks

RESOLUTION APPROVED AS TO FORM

Administrator Date 6/14/18

Comments Attached _____