

CHAIRPERSON
RYAN SEBOLT

VICE-CHAIRPERSON
CHRIS TRUBAC

VICE-CHAIRPERSON PRO-TEM
RANDY MAIVILLE

LAW & COURTS COMMITTEE
MARK POLSDOFER, CHAIR
GABRIELLE LAWRENCE
VICTOR CELENTINO
CHRIS TRUBAC
IRENE CAHILL
MYLES JOHNSON
MONICA SCHAFER

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, JANUARY 12, 2023
AT 6:00 P.M., IN CONFERENCE ROOM A, HUMAN SERVICES BUILDING, 5303 S. CEDAR,
LANSING AND VIRTUALLY AT <https://ingham.zoom.us/j/81848426836>.

Agenda

Call to Order

Approval of the [December 1, 2022](#) Minutes

Additions to the Agenda

Limited Public Comment

1. Prosecuting Attorney's Office – Resolution to Approve a [Consultant Services](#) Agreement between Michael Cheltenham and the Ingham County Prosecuting Attorney's Office
2. Sheriff's Office – Resolution to Allow the Ingham County Sheriff's Office to Purchase [Havis Storage Drawers](#)
3. Circuit Court – General Trial
 - a. Resolution to Authorize a Contract for [Representation of Indigent Parties](#) Facing Contempt Charges in Personal Protection Order Cases and Certain Friend of the Court Matters
 - b. Resolution to Authorize a Statement of Work with [ImageSoft](#) for Implementing OnBase Workflow and Integrating with New Case Management System
4. Circuit Court – Family Division
 - a. Resolution to Authorize a Contract for [Delinquency Attorney Services](#)
 - b. Resolution to Authorize Contracts for [Lawyer Guardian Ad Litem Representation](#)
5. Public Defenders Office – Resolution to Authorize the Provision of Lawyers Professional [Liability Insurance Coverage](#) to Attorneys in the Office of the Public Defender
6. Community Corrections – Resolution to Authorize Amending the Contract with [Averhealth](#) to Extend the Performance Period for Drug Testing and Breathalyzer Services
7. Animal Control and Shelter – Resolution to Accept a [Donation](#) from the Ingham County Animal Shelter Fund for the Purposes of Providing Employment Bonus Pay to New Shelter Veterinarians

8. Controller's Office
 - a. Resolution to Authorize a Contract with [Resolution Services Center](#) of Central Michigan to Support Small Claims Work
 - b. Resolution to Correct Resolution #22-470 Authorizing 2023 Agreements for [Juvenile Justice](#) Community Agencies

9. Board Referral – Letter from Kristen Staley from the Michigan Indigent Defense Commission Regarding [MIDC Standard 8](#)

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
December 1, 2022
Draft Minutes

Members Present: Slaughter, Schafer, Celentino, Cahill, Polsdofer, Maiville, and Trubac.

Members Absent: None.

Others Present: Richard Terrill, Keith Watson, Scott Wrigglesworth, Scott Leroy, Teri Morton, Madison Hughes, and others.

The meeting was called to order by Chairperson Slaughter at 6:00 p.m. in Conference Room A of the Human Services Building, 5303 S. Cedar Street, Lansing, Michigan. Virtual Public participation was offered via Zoom at <https://ingham.zoom.us/j/81848426836>.

Approval of the November 10, 2022 Minutes

MOVED BY COMM. CELENTINO, SUPPORTED BY COMM. SCHAFFER, TO APPROVE THE MINUTES OF THE NOVEMBER 10, 2022 LAW & COURTS COMMITTEE MEETING.

THE MOTION CARRIED UNANIMOUSLY.

Additions to the Agenda

6. Controller's Office
 - d. Resolution to Extend the Agreement for Temporary Jail Medical Services with Advanced Correctional Healthcare, Inc., through January 20, 2023

Limited Public Comment

Scott Leroy, Ingham County Deputy Court Administrator, expressed his gratitude to the Law & Courts Committee for the support provided, especially in the juvenile division. He further thanked Chairperson Slaughter and Commissioner Schafer for the support they had provided throughout the years.

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

3. Sheriff's Office
 - a. Resolution to Authorize a Contract with Tigg's Canteen for Food and Laundry Services
 - b. Resolution to Authorize a Contract with Tigg's Canteen for Inmate Commissary Delivery Services at the Jail
 - c. Resolution to Authorize a Contract with Continental Café, LCC for Vending Services at the Ingham County Justice Complex
 - d. Resolution to Authorize an Agreement with Delhi Township for Police Services from January 1, 2023 through December 31, 2028

- e. Resolution to Authorize the Renewal of a Contract with the Michigan Department of Corrections to Rent Up to 50 Beds to the Michigan Department of Corrections
4. Circuit Court – Resolution Honoring Judge Clinton Canady III
 5. Circuit Court – Juvenile Division
 - a. Resolution Authorize an Agreement with Highfields for the Horizon Program
 - b. Resolution Authorize a Contract with Peckham Inc. for the Peckham Footprints Group Home
 6. Controller’s Office
 - a. Resolution to Amend Resolution #22-544 to Increase the Not to Exceed Amount with VitalCore Health Strategies for Medical Services for the Ingham County Youth Center
 - b. Resolution to Authorize the Third Amendment to the Land Lease Agreement between SBA Towers II LLC and Ingham County
 - c. Resolution Approving Various Contracts for the 2023 Budget Year
 - d. Resolution to Extend the Agreement for Temporary Jail Medical Services with Advanced Correctional Healthcare, Inc., through January 20, 2023

THE MOTION CARRIED UNANIMOUSLY.

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

3. Sheriff’s Office
 - f. Resolution to Amend the Police Services Agreement with the Village of Webberville

MOVED BY COMM. MAIVILLE, SUPPORTED BY COMM. CELENTINO, TO APPROVE THE RESOLUTION.

Commissioner Schafer stated that he understood the ramifications that had been outlined in the contract but stated his concern with the elimination of Deputy Positions that the first two be it further resolved clauses had proposed. He further stated that, in past, the Sheriff’s department had eliminated approximately 36 positions, which proved to cause issues providing services to all of Ingham County.

Commissioner Schafer stated that he could not vote in favor of the resolution without the two first two be it further resolved clauses removed. He further stated that his main priority as a County Commissioner had been public safety and he believed that eliminating the positions would not be beneficial.

MOVED BY COMM. SCHAFFER, SUPPORTED BY COMM. MAIVILLE, TO AMEND THE RESOLUTION AS FOLLOWS:

~~BE IT FURTHER RESOVLED, that a vacant Sheriff Law Enforcement Deputy position (#301228) be eliminated from the Approved Position List effective January 1, 2023.~~

~~BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Controller/Administrator to make any necessary adjustments to the 2023 budget and position allocation list consistent with the resolution.~~

Chairperson Slaughter confirmed the changes with Commissioner Schafer. He further asked Scott Wrigglesworth, Ingham County Sheriff, if he would like to comment on this matter.

Sheriff Wrigglesworth explained that this had initially been his idea and the resolution had been created after he had a conversation with Brad Hitchcock, Webberville Village President, who supported the idea. He further stated there were currently four vacancies and ten expected retirements early in 2023 and Ingham County has had an 80 hour a week contract with the Village of Webberville for approximately 30 years.

Sheriff Wrigglesworth stated that he had proposed to decrease the contract to 40 hours a week to provide availability to the vacant positions. He further stated that this would provide one Deputy for the schools in Webberville who could move positions for the school summer breaks.

Sheriff Wrigglesworth stated that this was initially his idea that was supported by the Village of Webberville's President. He further stated that every individual involved believed this would be the best plan.

Commissioner Schafer stated his agreement with Sheriff Wrigglesworth but further stated that he had seen the Sheriff's department struggle in the past due to reductions such as this, and he would not be a part of it moving forward.

Commissioner Celentino asked if the two be it further resolved clauses were removed, if this would change the objective.

Sheriff Wrigglesworth stated that the county deputy position would still be eliminated in Webberville to allow them to help backfill vacant positions.

Commissioner Celentino asked if the position would be listed as vacant or if the position was eliminated completely.

Sheriff Wrigglesworth confirmed the position would be eliminated from the budget but could be requested again at a later time.

Commissioner Celentino asked if the position could be requested in the future.

Teri Morton, Ingham County Deputy Controller, stated that the position could be requested in the future through the budget process.

Commissioner Celentino stated that there had been positions listed as vacant in the past.

Ms. Morton confirmed and stated that had been an issue due to the amount of vacancies that the Sheriff's department had not been able to fill. She further stated that she believed Sheriff

Wrigglesworth would rather put the resources into filling the vacancies rather than maintaining the deputy position in Webberville.

Ms. Morton stated that there would be a budget shortfall of approximately \$163,000 if the Webberville position maintains. She further suggested to keep the second be it further resolved clause as it regarded amending the budget, which would still be required.

Sheriff Wrigglesworth stated that Webberville would be paying for 40 hours of service, not 80 hours. He further stated that it was required to cover outside agencies or municipalities with deputies first, which could make it difficult to provide that coverage elsewhere.

Sheriff Wrigglesworth stated that with the current and upcoming vacancies, another area that the Sheriff's department would be responsible for may have to go without services.

Commissioner Schafer asked Ms. Morton what her suggestion had been for the amendment.

Ms. Morton suggested that the second be it further resolved clause should remain to allow the Controller's office to make necessary adjustments to the 2023 budget, but remove the position allocation information.

Commissioner Schafer requested to alter his amendment to state as follows:

~~BE IT FURTHER RESOVLED, that a vacant Sheriff Law Enforcement Deputy position (#301228) be eliminated from the Approved Position List effective January 1, 2023.~~

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Controller/Administrator to make any necessary adjustments to the 2023 budget **consistent with this resolution.** ~~and position allocation list consistent with the resolution.~~

THE MOTION TO AMEND THE RESOLUTION CARRIED UNANIMOUSLY.

THE MOTION TO APPROVE THE RESOLUTION, AS AMENDED, CARRIED UNANIMOUSLY.

1. Public Defenders Office – Update from Chief Public Defender Keith Watson

Keith Watson, Ingham County Chief Public Defender, stated that he proudly represented the Indigent Accused of Ingham County. He further stated that this had been mandated by the Michigan Indigent Defense Commission (MIDC) Act that provided standards to be put in place related to the provision of legal services to the indigent accused, including standard 8.

Mr. Watson stated that he had been in contact with Nicole Walter, MIDC Regional Manager, and had been working together on the guidelines. He further stated that he had discovered that other counties had been doing things differently with the guidelines provided by the MIDC, but that they were still exploring how Ingham County would implement standard 8 in the future.

Mr. Watson stated that the implementation would increase the budget request, in the event that the lawyers were not being compensated correctly. He further stated that he had recently received a signed copy of the Collective Bargaining Agreement relating to the attorney's in the Public Defender's Office, which would also provide changes to the budget request.

Mr. Watson stated that the budget request was due April of 2023 and that the Public Defender's Office was currently preparing it. He further stated that he hoped to provide quarterly updates to the commissioners.

Mr. Watson stated that he expected to have a better idea of where the Public Defender's Office would be before the end of 2022. He further explained that participatory defense was a community based system that was designed to assist those with concerns that are affected by the indigent accused being charged, such as loved ones.

Mr. Watson explained that the differences in privileged information, confidential information, and public information. He further explained that loved ones would call the Public Defender's Office requesting information on the process that the family would be required to go through.

Mr. Watson stated that participatory defense had been started in Santa Clara County in California and had become popular over the years. He further stated that he had a meeting with a representative of a participatory defense in California recently and had been provided the contact information for the Public Defender in Philadelphia, who he believed he had spoken with in the past, to discuss specific information on the implementation.

Mr. Watson stated that he had concerns with the conflict and how the rules of the meetings were handled, but he stated that he was told that there were rules in place for these meetings. He further stated that the meeting was required to be held in a public place that could seat approximately 30 people and would have a representative from the Public Defender's Office present.

Mr. Watson stated that these meetings were designed to assist the families in receiving the information to make them feel comfortable about the process and representation. He further stated that individuals who had previously been involved with the criminal system in Ingham County were also welcome to participate, along with their families as well to provide guidance.

Mr. Watson stated that, if this was implemented, it would be the first participatory defense in the State of Michigan, which he believed provided the most sense. He further stated that this was also consistent with the holistic approach taken with the cases.

Mr. Watson stated that the Public Defender's office was one of the only offices in the State of Michigan with an in-house social worker and investigators. He further stated that he had been working with Carol Siemon, Ingham County Prosecutor, regarding the triage of cases and that he hoped to continue that work until her departure.

Mr. Watson stated that the approach would be consistent with assisting as many of the needs that are required to be addressed. He further stated that a clothing bank had been started to ensure individuals have adequate clothing for court if it was needed and that had been going well.

Mr. Watson stated that there had been many trials and explained that a pirate flag was handed around the office when an attorney had a successful trial. He further stated that, while a trial was not always about the victories and could also provide necessary development and growth for an attorney, this had provided something to look forward to.

Mr. Watson stated that he was proud to say that the flag had been moving around the office regularly. He further expressed his gratitude for having a well-funded, organized, and staffed office to allow these encouragements and expressed his privilege to be the department head.

Mr. Watson stated that when he had been interviewed, he had begun implementing various in-house training and development for the attorneys. He further stated that the former director of the Innocence Project was providing training titled Four Reason for Wrongful Convictions and that it had been well received and attended by the staff.

Mr. Watson stated that the MIDC had provided legal education credit to be used for the attorneys as well. He further stated that the Public Defender's office was scheduling training for March of 2023, with one with a psychologist who would be offering training on forensic interviewing of a child.

Mr. Watson explained that this training would be important because forensic interviewing of a child was a specialty and had to be addressed appropriately. He further stated that the psychologist was an expert in this as well as competency in criminal responsibility, which was regularly seen due to mental illness.

Mr. Watson stated that he was attempting to provide trainings that were not a burden and spaced out to allow the other development tools that are in place. He further stated that a weekly case review was another tool that he had implemented for attorney development and had had great attendance as well.

Mr. Watson stated that he had met with the Facilities department to implement an Emergency Plan regarding fire, tornado, and bomb threats to ensure preparedness. He further stated that he had been in contact with the Sheriff's office to arrange an active shooter training in the Public Defender's office as well.

Mr. Watson stated that there were some concerns for security in the vestibule area of the Public Defender's office. He further explained that he believed a wall or structure should be provided to separate the public area from the main office, such as a waiting area.

Mr. Watson stated that he believed that it would be beneficial to have an additional barrier for security purposes in the instance it was needed. He further stated that the ideas and costs were still being reviewed but that he expected the cost to be minimal.

Mr. Watson stated that there had recently been an incident regarding the safety of one of the Assistant Public Defender's that was reported to Becky Bennett, Ingham County Board of Commissioner Director. He further explained that that the 54A District Court and Lansing Police department had an idea for inmates that arrived late and required arraignments to receive assistance and screenings prior to the arraignment that could be conducted via Zoom and Polycom.

Mr. Watson stated that the idea had been for a young, relatively less experienced attorney would consult with four people in the lockup area. He further stated that it had been reported to him that the four individuals were too aggressive to be moved by law enforcement into a Polycom room, but they had expected a lawyer to come into that area and present a risk of harm.

Mr. Watson stated that the lawyer felt comfortable enough, after Veteran's Day weekend and writing the incident report, to return to the scene to provide a clear description of what had happened. He further stated that he had been working with the Chief of Police and the 54A District Court Administrator, but that he had declined the prospect of any more lawyers returning to the lockup area of the Lansing Police department for interviews moving forward until the changes were made.

Mr. Watson stated that he had received a video of what had occurred via FOIA, but that there were many reasons why they should not occur. He further stated that if an individual was too aggressive for law enforcement to contain, they might not be able to be arraigned that day.

Mr. Watson stated that he was familiar with 30th Circuit Court and the interview process there. He further stated that he conducted a time study to the 54A and 55th District Court, analyzed their approach for in-person interviews and provided suggestions.

Mr. Watson stated that 54B provided less of a risk, but that he was scheduled to go there and speak with two Judges in the future to analyze that facility as well. He further stated that he provided direction to the lawyer's on how they could protect themselves.

Mr. Watson stated that the Public Defender's Office was consolidating cases and that had been going well. He further stated that there was an issue regarding malpractice insurance for the attorney's that would be thoroughly reviewed.

Chairperson Slaughter asked if Tiffany Shelton, Ingham County Assistant Public Defender, would have any involvement in the participatory defense implementation. He further stated that he had first heard of this from her.

Mr. Watson confirmed and stated that he expected she would be on the committee in the future. He further stated his excitement to provide more comfort for the loved ones and the ability to understand the process and how to receive help if it was needed.

Chairperson Slaughter expressed his gratitude for the update.

2. Facilities Department – Justice Complex Update

Richard Terrill, Ingham County Facilities Director, expressed his appreciation to all Commissioners he had worked with throughout his career and to the commissioner's present. He further provided an overview of the Justice Complex update.

Commissioner Schafer stated that he had been impressed with Mr. Terrill's performance during his time. He further stated that he had a study for a new facility supported in 1987 in his shoebox and he was pleased to see the conclusion.

Commissioner Schafer stated his understanding of the complexity of this project and expressed his appreciation for Mr. Terrill's leadership throughout the years.

Commissioner Polsdofer stated his agreement with Commissioner Schafer and expressed his pleasure of working with Mr. Terrill in the past. He further expressed his gratitude to Mr. Terrill for his collaboration over the years.

Commissioner Polsdofer stated that Mr. Terrill's ability to maintain the timeline and remain under budget was a testament to his management skills.

Mr. Terrill stated that this has been a collaborative effort from various individuals and expressed his pleasure to watch that collaboration of professionals.

Commissioner Trubac stated his agreed with Commissioner Polsdofer and Schafer. He further thanked Mr. Terrill for his time and dedication to the issues.

Chairperson Slaughter stated his pleasure working with Mr. Terrill regarding this complex project, as well as the jail medical services. He further expressed his gratitude for Mr. Terrill's work in the audit for County Facilities and all his services to Ingham County.

Mr. Terrill stated that the Energy audit was interesting, challenging and fun. He further stated that the consultant had provided more than what was asked for in the contract and there would be more progress moving forward once the Energy Sustainability Manager position were filled.

Announcements

Commissioner Trubac thanked Chairperson Slaughter for a great year on the Law & Courts Committee and his years of service as a Commissioner. He further stated that Chairperson Slaughter had been an incredibly knowledgeable, thoughtful, and fair committee chair.

Commissioner Trubac stated that Chairperson Slaughter was one of the hardest working people that he knew. He further stated that he would miss Chairperson Slaughter and wished him the best of luck.

Commissioner Celentino stated his agreement with Commissioner Trubac and thanked Chairperson Slaughter for the years of service. He further stated that his hard work and leadership abilities showed his commitment to the community and his constituents.

Commissioner Celentino expressed his appreciation for Chairperson Slaughter's friendship and wished him the best.

Discussion.

Commissioner Maiville stated agreement with Commissioners Trubac and Celentino and thanked Chairperson Slaughter for his work over the years. He further stated that the Law & Courts Committee has been Chairperson Slaughter's passion and that it had been a great year.

Commissioner Maiville expressed his admiration for Commissioner Schafer's passion regarding Law & Courts Committee as well. He further stated that he first met Commissioner Schafer when he was a Township official when many cuts were made, and that the Law & Courts Committee was always his first committee selection. He further stated that Commissioner Schafer was the second longest serving commissioner in the State of Michigan.

Commissioner Maiville stated that he would miss Commissioner Schafer and his insight.

Commissioner Schafer thanked Chairperson Slaughter for his time as a Commissioner. He further stated that it had been a productive year for law enforcement.

Commissioner Schafer stated that Chairperson Slaughter had provided courage to guide to the right path with any issue that had risen

Commissioner Schafer stated that he appreciated that Law & Courts Committee was not based on political parties, but on helping people. He further expressed his gratitude to Ms. Morton for her leadership and guidance.

Commissioner Cahill expressed her agreement with Commissioners Trubac, Celentino, Maiville, and Schafer. She further informed Chairperson Slaughter that she had met a wonderful woman who she had previously volunteered with that worked in his office.

Discussion.

Commissioner Cahill stated that she looked forward to seeing Chairperson Slaughter around. She further thanked Commissioner Schafer for his insight.

Commissioner Polsdofer thanked Chairperson Slaughter and stated that it had been great working on a variety of issues together. He further stated his appreciation to Commissioner Schafer and working on both committees over the last four years as well as sitting next to each other at Board of Commissioner meetings.

Commissioner Polsdofer stated that Commissioner Schafer provided knowledgeable background information from years ago that provided him a good perspective.

Discussion.

Commissioner Celentino stated that when he was first elected, Commissioner Schafer showed him the issues regarding the airport that were in the shoebox that he had referred to previously. He further stated that Commissioner Schafer ran for Commissioner as a Democrat in 1982, but lost.

Commissioner Celentino stated that he that he ran for County Commission in 1982 as democrat, but lost and was later elected in 1984. He further stated that he first met Commissioner Schafer when Commissioner Celentino was working on Brian Jeffries re-election campaign and he had gone to a Board of Commissioners meeting.

Commissioner Celentino stated that he had always respected and appreciated Commissioner Schafer's leadership and understood that Law & Courts was his passion. He further stated that Commissioner Schafer had been very committed to his district and constituents.

Chairperson Slaughter thanked the Law & Courts committee and stated that he had learned a lot as Chairperson. He further expressed his appreciation to the commissioners for trusting him on issues to work together to solve the issues for Ingham County and his constituents.

Chairperson Slaughter expressed his respect for Sheriff Wrigglesworth and stated that it had been great working with him. He further stated that he would look forward to see how the updates continue in the future.

Chairperson Slaughter stated that it had been a privilege to be a County Commissioner and serve as Chair to the Law & Courts Committee. He further stated that Commissioner Schafer had been a great colleague and expressed his gratitude to serve with him.

Chairperson Slaughter thanked Ms. Morton for her work over the years.

Ms. Morton stated it had been her pleasure.

Schafer stated that Tom Mitchell had recruited him in 1982 and he lost by 124 votes in 1982. He further stated that he switched parties in 1982 and stated that he had enjoyed it due to the total independence.

Commissioner Schafer stated that it had been an honor and a privilege.

Commissioner Cahill stated that Heritage Hall at the Capital was fantastic. She further recommended to look into the children's area, as it was quite impressive.

Public Comment

None.

Adjournment

The meeting was adjourned at 6:50 p.m.

**JANUARY 12, 2023 LAW & COURTS AGENDA
STAFF REVIEW SUMMARY**

RESOLUTION ACTION ITEMS:

The Deputy Controller recommends approval of the following resolutions:

1. *Prosecuting Attorney's Office – Resolution to Approve a Consultant Services Agreement between Michael Cheltenham and the Ingham County Prosecuting Attorney's Office*

This resolution will approve a consultant services agreement between Michael Cheltenham and the Ingham County Prosecuting Attorney's Office for the time period February 4, 2023 through April 28, 2023 for a not to exceed amount of \$32,997.36 plus the Consultant's cost for Consolidated Omnibus Budget Reconciliation Act COBRA continuation. The Prosecutor's Office is in the process of transitioning leadership. Chief Assistant Prosecuting Attorney Michael Cheltenham will be leaving the office on February 3, 2023. With a new prosecuting attorney and a new chief assistant, there will be a need for consultation and assistance with budget planning, grant applications, grant management, grant reporting, personnel planning, personnel management, and general support in the course of the transition. The proposed agreement would substantially aid in the continuity of the administration of the office. Funds will be available from attrition within the Prosecuting Attorney's budget.

See memo for details.

2. *Sheriff's Office – Resolution to Allow the Ingham County Sheriff's Office to Purchase Havis Storage Drawers*

This resolution will authorize the purchase of seven Havis drawers and related equipment in the amount of \$16,440.86. The Sheriff's Office has been allocated \$15,455 from a \$137,636 Justice Assistance Grant JAG Grant award. The intended purpose of the grant is to purchase seven Havis storage boxes with the drawer covers and trunk floor for installation. Havis is the system currently being used in Sheriff vehicles. The remaining balance of \$985.86 between the grant funds and the purchase cost will be charged to the appropriate Sheriff's Office budgeted line item.

See memo for details.

- 3a. *Circuit Court/General Trial – Resolution to Authorize a Contract for Representation of Indigent Parties Facing Contempt Charges in Personal Protection Order Cases and Certain Friend of the Court Matters*

This resolution will authorize a contract with Attorney Reid S. Felsing to provide representation of indigent parties for Personal Protection Order (PPO) cases and certain Friend of the Court (FOC) matters, at \$1,000 per month, not to exceed \$12,000. The Circuit Court's General Trial and Friend of the Court Divisions must provide legal counsel to indigent parties facing contempt charges in certain matters. Historically, the Circuit Court has maintained a roster that identifies attorneys who are available to provide legal representation and compensates them on a voucher basis. However, at this time, the roster has been depleted as the majority of attorneys who provided legal services have since taken positions that offer consistent work and known compensation elsewhere. The Circuit Court seeks to enter into a contract with specific attorneys in order to ensure legal counsel is available and to provide fair compensation. Attorney Reid S. Felsing currently provides such representation for certain Friend of the Court matters, and is interested and qualified to do so for Personal Protection Order cases as well. The proposed contract amount of \$12,000 is allocated within the 2023 General Trial and Friend of the Court Division budgets.

See memo for details.

3b. Circuit Court/General Trial – Resolution to Authorize a Statement of Work with ImageSoft for Implementing OnBase Workflow and Integrating with New Case Management System

This resolution will authorize entering into a Statement of Work with ImageSoft for \$65,600 to review and update the 2018 Solutions Requirement Document, conduct review sessions with stakeholders to prioritize desired changes, document future integration functions for WebTCS and determine the effort to complete this integration, and complete build activities for the recommended changes. This work is necessitated by the imminent change in the case management system from CourtView to the Supreme Court's own system, WebTCS. Funds for the project are available within the Court's capital budget.

See memo for details.

4a. Circuit Court/Family Division – Resolution to Authorize a Contract for Delinquency Attorney Services

This resolution will authorize a contract with Attorney Robert Ochodnicki, for Judge Richard J. Garcia's delinquency cases, at \$1,362.17 per month, not to exceed \$16,346.04, a 2% increase over the 2022 contract amount. The contract would be effective January 1 through December 31, 2023.

See memo for details.

4b. Circuit Court/Family Division – Resolution to Authorize Contracts for Lawyer Guardian Ad Litem Representation

This resolution will authorize to the continuation of the following contracts for calendar year 2023, with a 2% increase over the 2022 amounts:

- A contract with Attorney Annette Skinner for Lawyer Guardian Ad Litem representation on neglect and abuse cases assigned to Judge Carol N. Koenig at a rate not to exceed \$47,277 for calendar year 2023
- A contract with Attorney Michael Staake for Lawyer Guardian Ad Litem representation on neglect and abuse cases assigned to Judge Lisa McCormick at a rate not to exceed \$47,277 for calendar year 2023
- A contract with Attorney Kaitlin Fish for Lawyer Guardian Ad Litem representation on neglect and abuse cases assigned to Judge Richard J. Garcia at a rate not to exceed \$47,277 for calendar year 2023
- A contract with Attorney Michael Van Huysse for Lawyer Guardian Ad Litem representation on neglect and abuse cases assigned to Judge Shauna Dunnings at a rate not to exceed \$47,277 for calendar year 2023
- A contract with Attorney Kaitlin Fish for Lawyer Guardian Ad Litem representation on neglect and abuse cases assigned to Judge Morgan Cole at a rate not to exceed \$47,277 for calendar year 2023

This resolution will also authorize the Circuit Court Juvenile Division to provide web-based legal research and court rules at a rate not to exceed \$2,000 per attorney per calendar year as budgeted in the Michigan Department of Health and Human Services grant and additional payments to Attorney Annette Skinner, Attorney Michael Staake, Attorney Kaitlin Fish, and Attorney Michael Van Huysse, not to exceed \$132,928 for calendar year 2023, for vertical and collateral case representation on neglect and abuse cases as budgeted in the Michigan Department of Health and Human Services grant.

See memo for details.

5. *Public Defender's Office – Resolution to Authorize the Provision of Lawyers Professional Liability Insurance Coverage to Attorneys in the Office of the Public Defender*

This resolution will authorize an agreement with Columbia Casualty Company (underwritten by Paragon Underwriters) to provide a Lawyers Professional Liability policy of \$250,000 per claim/\$500,000 aggregate coverage with a \$2,500 deductible to lawyers within the Office of the Public Defender at a cost of \$13,345.50 for the term of one year from the date of inception. The agreement will be reviewed annually. Funds for the agreement are available within the 2022/2023 Michigan Indigent Defense Fund grant budget.

See memo for details.

6. *Community Corrections – Resolution to Authorize Amending the Contract with Averhealth to Extend the Performance Period for Drug Testing and Breathalyzer Services*

This resolution will authorize an amendment to the contract with Averhealth for drug and breathalyzer testing services to extend the performance period to January 1, 2023 through December 31, 2023. In October of 2018, Ingham County entered into a contract for Drug and Breathalyzer testing with Alcohol Drug Administrative Monitoring, Inc. (ADAM) for a performance period of January 1, 2019 through December 31, 2020, which was amended by Resolution #20-533 to extend the performance period through December 31, 2022. Additionally, ADAM was bought by Averhealth on November 8, 2021 and Averhealth continued to provide services at ADAM's contracted rates. At this time, Averhealth has agreed to amend the contract to extend the performance period for one additional year at its current pricing, set to expire on December 31, 2023. Drug and alcohol testing services are paid for by both client self-pay and grant funds.

See memo for details.

7. *Animal Control and Shelter – Resolution to Accept a Donation from the Ingham County Animal Shelter Fund for the Purpose of Providing Employment Bonus Pay to Newly Hired Shelter Veterinarians*

This resolution will approve the acceptance OF a donation from the Ingham County Animal Shelter Fund (ICASF) in the amount of \$100,000 for the purpose of providing hiring and retention bonuses to newly hired Ingham County Animal Control and Shelter (ICACS) veterinarians. ICACS has one current veterinarian position vacancy and seeks to provide competitive compensation to hire and retain qualified veterinarian candidates. The bonuses will be structured to provide a payment of \$10,000 to any newly hired veterinarian after completing 90 days of employment with the County, and a \$10,000 payment will be made to the veterinarian on their employment anniversary date until a total of \$50,000 has been paid to that employee.

See memo for details.

8a. *Controller's Office – Resolution to Authorize a Contract with Resolution Services Center of Central Michigan to Support Small Claims Work*

This resolution will authorize a contract with Resolution Services Center of Central Michigan (RSCCM) for small claims case assistance at the 55th District Court in the amount of \$13,000 for the time period of January 1, 2023 through December 31, 2023. Resolution #22-121 authorized \$13,000 from the 2022 contingency account to support this small claims work in 2022 at the 55th District Court. RSCCM submitted a continuation budget request of \$13,000, which is included in the 2023 Adopted Budget.

See memo for details.

8b. Controller's Office – Resolution to Correct Resolution #22-470 Authorizing 2023 Agreements for Juvenile Justice Community Agencies

This resolution will amend Resolution #22-470 to correct the appropriated amount to Small Talk from \$50,000 to \$30,000. Resolution #22-470 authorized 2023 agreements for Juvenile Justice Community Agencies, including a \$50,000 appropriation to Small Talk for its Healthy Boundaries/Mental Health Therapy program. Small Talk requested \$30,000, but Resolution #22-470 erroneously included an amount of \$50,000. The corrected amount is consistent with the budget amount for 2023. Small Talk has been notified of the error and is in agreement with the corrected amount of \$30,000.

Agenda Item 1

TO: Law & Courts and Finance Committees

FROM: Mike Cheltenham, Chief Assistant Prosecuting Attorney

DATE: January 3, 2023

SUBJECT: Resolution to Approve a Consultant Services Agreement between Michael Cheltenham and the Ingham County Prosecuting Attorney's Office
For the work session agendas of January 12th and January 18th

BACKGROUND

The Ingham County Prosecutor's Office is in the process of transitioning leadership. Chief Assistant Prosecuting Attorney Michael Cheltenham will be leaving the office on February 3, 2023. With a new prosecuting attorney and a new chief assistant, there will be a need for consultation and assistance with budget planning, grant applications, grant management, grant reporting, personnel planning, personnel management, and general support in the course of the transition. Michael Cheltenham is knowledgeable and uniquely experienced with the complex and multiple services provided by the prosecutor's office. The proposed agreement would substantially aid in the continuity of the administration of the office.

FINANCIAL IMPACT

None. Funds will be available from attrition within the Prosecuting Attorney's budget.

OTHER CONSIDERATIONS

Newly appointed Ingham County Prosecuting Attorney John Dewane supports this request.

RECOMMENDATION

Based on the need for continuity in the administration of the prosecutor's office, approval of the agreement is recommended.

Agenda Item 1

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE A CONSULTANT SERVICES AGREEMENT BETWEEN
MICHAEL CHELTENHAM AND THE INGHAM COUNTY PROSECUTING ATTORNEY'S OFFICE**

WHEREAS, the Ingham County Prosecutor's Office (the Office) requires assistance with continuity in administration as a result of the resignation of Chief Assistant Michael Cheltenham, to be effective February 3, 2023; and

WHEREAS, Michael Cheltenham, hereinafter the "Consultant", is knowledgeable and uniquely experienced with the complex and multiple services required by the Office; and

WHEREAS, funds will be available from attrition within the Prosecuting Attorney's budget.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves a consultant services agreement between Michael Cheltenham and the Ingham County Prosecuting Attorney's Office for the time period February 4, 2023 through April 28, 2023 for a not to exceed amount of \$32,997.36 plus the Consultant's cost for Consolidated Omnibus Budget Reconciliation Act (COBRA) Group Health Insurance continuation, as detailed in the attached agreement.

BE IT FURTHER RESOLVED, that the Consultant shall provide the Office with such assistance upon which the Office and Consultant mutually agree with budget, grant applications, grant monitoring, grant reporting, planning and general support in the course of transition in the offices of the appointed official, Chief Assistant Prosecutor.

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

BE IT FURTHER RESOLVED, that the Chairperson of the 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.

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2023, by and between the **COUNTY OF INGHAM**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”) on behalf of the **INGHAM COUNTY PROSECUTING ATTORNEY’S OFFICE** (hereinafter referred to as the “Office” or “Prosecutor”) and **Michael Cheltenham**, (hereinafter referred to as the “Consultant”).

RECITALS:

WHEREAS, the Prosecutor requires assistance with continuity in administration as a result of the resignation of its Chief Assistant Michael Cheltenham, to be effective February 3, 2023; and

WHEREAS, the Consultant is knowledgeable and uniquely experienced with the complex and multiple services required by the Office; and

WHEREAS, the Consultant agrees to provide the Office with the temporary services it requires, subject to the terms and conditions of this Agreement.

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

1. **Services to be Performed by the Consultant.** The Consultant shall provide the Office with such assistance upon which the Office and Consultant mutually agree with budget, grant applications, grant monitoring, grant reporting, planning and general support in the course of the transition in the offices of the appointed official, Chief Assistant Prosecutor.

2. **Compensation.** The County and Consultant agree that the fee that the County shall pay Consultant for its performance of all services under this Agreement shall be a bi-weekly salary of FIVE THOUSAND FOUR HUNDRED NINETY-NINE AND 56/100 DOLLARS (\$5,499.56), effective February 4, 2023 not to exceed the total sum of THIRTY TWO THOUSAND NINE HUNDRED NINETY-SEVEN AND 36/100 DOLLARS (\$32,997.36).

3. **Billing and Method of Payment.** The compensation set forth in Section 2 shall be paid as follows:

A. The County shall pay the Consultant as a “temporary employee” the sum of FIVE THOUSAND FOUR HUNDRED NINETY-NINE AND 56/100 DOLLARS (\$5,499.56) DOLLARS per payroll period starting February 4, 2023 and shall pay the Consultant’s cost for COBRA Group Health Insurance continuation.

B. In no event shall the total compensation paid under this Agreement exceed the sum of THIRTY TWO THOUSAND NINE HUNDRED NINETY-SEVEN AND 36/100 DOLLARS (\$32,997.36), along with the cost of *COBRA* continuations for Consultant’s full family coverage.

C. The County shall process and pay the Consultant’s fee in the form of (1) wages processed in a normal two-week payroll period, subject to tax withholding, and (2) health insurance group plan continuation in the same plan in which the Consultant was enrolled at the time of his separation from employment on February 3, 2023.

4. **Services Location.** Consultant will not be required to maintain an office on site at the County and may perform any and all services from off-site unless otherwise mutually agreed by parties. The County agrees to provide a laptop computer for Consultant's use to perform any and all services from off-site location.

5. **State and Federal Taxes.** County will:

- Withhold FICA (Social Security and Medicare taxes) from Consultant's payments and make FICA payments on Consultant's behalf; and
- Make state or Federal unemployment compensation contribution on Contractor's behalf, and withhold state or Federal income tax from Consultant's payments.

6. **Other Agreements.** Consultant may enter into any other employment and/or consulting relationships or similar affiliations during the term of this Agreement.

7. **Records.** The Consultant shall comply with the following records requirements:

- A. Consultant shall maintain complete and accurate records for the services performed pursuant to this Agreement and any records required by law or government regulation and shall make such records available to County and the Office of the Prosecuting Attorney upon demand.
- B. Consultant shall assure the confidentiality of any records that are required by law or the Prosecutor's Office to be so maintained.
- C. Consultant shall prepare and forward such additional or supplementary records as the County and/or Prosecutor's Office may reasonably request.

8. **Access to and Maintenance of Books, Documents, Papers and Records.** All books, documents, papers, records and files, including, but not limited to, time slips or time sheets, of the Consultant regarding the services to be performed under this Agreement shall be open during and after the term of this Agreement to inspection during regular working hours of 9:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays, by the County through designated representatives of the County, including, but not limited to, parties under contract with the County for auditing purposes. Refusal to allow the County's representatives access to said records shall constitute a material breach of this Agreement. In addition, the County shall be entitled to have an audit conducted of all books and records pertaining to the services performed under this Agreement.

When requested by the County Controller's Office, the Consultant shall provide the County with copies of the financial records and their supporting documentation described in the first paragraph of this section.

9. **Title to Records and Documents Pertaining to Activities Performed Under this Agreement.** The County shall have the sole and exclusive right, title and ownership to any and all records, documents, papers, reports, charts, maps, graphics or manuscripts prepared for or pertaining to the services to be performed for the Prosecutor's Office under this Agreement. Upon completion or termination of this Agreement, all such materials shall be turned over to the Prosecutor's Office by the Consultant. The Consultant may retain reproducible copies of all such materials, but may not obtain any copyright, title or interest therein.

10. **Confidential Information.** No reports, information, documents, or any other materials given to or prepared by Consultant under this Agreement shall be made available to any individual or organization by Consultant without the prior written approval of the Ingham County Prosecuting Attorney.

11. **Compliance with the Law.** The Consultant shall provide all the services to be performed under this Agreement in compliance with all applicable Federal, State and local laws, ordinances, rules and regulations.

12. **Nondiscrimination.** The Consultant, as required by law and/or the County's Equal Opportunity Employment/Nondiscrimination Policy, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

The Consultant shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations and policies prohibiting discrimination, including, but not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, as amended, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 *et seq.*), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement.

13. **Compliance with Standards of Conduct for Ingham County Vendors.** The Consultant shall comply with the County's policy on Conduct for Ingham County Vendors as set forth in the Ingham County Board of Commissioners' Resolution #15-459, a copy of which is labeled Exhibit B and attached to this Agreement. Breach of this section shall be a material breach of this Agreement.

14. **Notices.** Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent by first class mail to the County at:

Ingham County Prosecuting Attorney
303 W. Kalamazoo Street, 4th Floor
Lansing, MI 48933

and to the Consultant:

Michael Cheltenham
4543 Comanche Drive
Okemos, MI 48864

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

In no event shall the making by the County of any payment due to the Consultant constitute or be construed as a waiver by County of any breach of a provision of this Agreement, or any default which any then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

16. Amendment or Modification. All modifications, amendments or waivers of any provision of this Agreement or the services to be performed hereunder, shall be made only by the written mutual consent of the parties hereto.

17. Assignment or Subcontracting. The Consultant shall not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement, without the prior written consent of the Ingham County Prosecuting Attorney.

18. Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Michigan. In the event any actions arising under this Agreement are brought by or against the County, or the County is made a party thereof, the County and the Consultant acknowledge and agree that the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event an action is brought in a Federal court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

19. Purpose of Section Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

20. Complete Agreement. This Agreement, and any additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

21. Agreement Period and Termination. The term of this Agreement shall commence on February 4, 2023, and shall continue through April 28, 2023. Time shall be of the essence in the performance of the services required by this Agreement.

Notwithstanding any other provision in this Agreement to the contrary, either the County or the Consultant may terminate this Agreement upon sixty (60) days prior written notice to the other party. In the event of termination, all finished and unfinished data, studies, reports and other items prepared by Consultant shall become the property of the Ingham County Prosecuting Attorney and Consultant shall promptly deliver such items to the Prosecuting Attorney. Because Consultant has agreed to devote full time and attention to this Contractual obligation for the duration (12 weeks), in the event of termination by County, Consultant shall be paid through April 28, 2023.

22. Invalid/Unenforceable 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, and 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 clause or provision was rendered invalid or unenforceable.

23. Certification of Authority to Sign Agreement. The people signing on behalf of the parties to this Agreement 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.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED AND ENTERED INTO THIS CONSULTANT SERVICES AGREEMENT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

County of Ingham

Ryan Sebolt, Chairperson
Board of Commissioners

Date:

John J. Dewane
Ingham County Prosecuting Attorney

Date:

Michael Cheltenham, Consultant

Michael Cheltenham

Date:

Agenda Item 2

TO: Board of Commissioners Law & Courts and Finance Committees
FROM: Captain Andrew Daenzer
DATE: December 14, 2022
SUBJECT: 2022 Local JAG Grant Expenditure/ Havis Storage Drawers

BACKGROUND

The Sheriff's Office has been allocated \$15,455 from a \$137,636 Justice Assistance Grant (JAG) Grant award, leaving the Lansing Police Department \$122,184 as their allocated portion. The intended purpose of the grant is to purchase 7 Havis storage boxes with the drawer covers and trunk floor for installation.

The Sheriff's Office is recommending Havis since that is the system currently being used. These will be purchased and installed by Mid-Michigan Emergency Equipment since they currently handle our vehicle up fitting.

ALTERNATIVES

There are no viable alternatives.

FINANCIAL IMPACT

The 2022 awarded grant funds total \$15,455. The total cost of 7 drawer units with drawer covers and a trunk floor is \$16,440.86. The remaining balance of \$985.86 would be deducted from the appropriate Sheriff's Office budgeted line item.

STRATEGIC PLANNING IMPACT

The purchase of the drawers allows for better security and protection of equipment.

OTHER CONSIDERATIONS

We currently use the Havis system for newly built patrol vehicles. More patrol vehicles will be built and equipped in the future. Using any company other than Havis will not be compatible with our current system.

RECOMMENDATION

Based on the information contained herein, I respectfully recommend the approval of the purchasing of 7 Havis drawer units, 7 trunk floors, and 7 drawer covers.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO ALLOW THE INGHAM COUNTY SHERIFF'S OFFICE
TO PURCHASE HAVIS STORAGE DRAWERS**

WHEREAS, the City of Lansing Police Department and the Ingham County Sheriff's Office were allocated \$137,639 from the 2022 Local JAG grant from the Department of Justice; and

WHEREAS, the Ingham County Sheriff's Office portion allocated from this grant is \$15,455; and

WHEREAS, the Ingham County Sheriff's Office currently uses Havis storage drawers for patrol vehicles; and

WHEREAS, Mid-Michigan Emergency Equipment currently sets up Sheriff's Office vehicles and is the preferred vendor; and

WHEREAS, the total expense for 7 Havis drawer units, 7 electronic trays, and 7 trunk floors is \$16,440.86

WHEREAS, the remaining amount of \$985.86 shall be deducted from the appropriate Sheriff's Office budgeted line item.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the purchase of 7 Havis drawers and related equipment for \$16,440.86

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners directs the Controller/Administrator to make the necessary adjustments to the 2023 Sheriff's Office budget consistent with this resolution.

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

Agenda Item 3a

TO: Law and Courts and Finance Committees

FROM: Janice M. Dooley, Deputy Court Administrator, General Trial Division

DATE: January 3, 2023

SUBJECT: Resolution to Authorize a Contract for Representation of Indigent Parties Facing Charges in Personal Protection Order Cases and Certain Friend of the Court Matters

BACKGROUND

The resolution attached with this memorandum requests authorization for the 30th Circuit Court General Trial and Friend of the Court Divisions to enter into a contract for legal representation of indigent parties facing charges in personal protection order (PPO) cases and certain Friend of the Court (FOC) matters.

For years, the Circuit Court had maintained a robust roster of over 20 attorneys who agreed to handle these matters on a voucher basis. PPO cases and certain FOC matters are heard on dates scheduled in advance throughout the year. An attorney assigned to cover a specific hearing date must be available to provide representation. If the attorney is unable to do so, the court seeks out coverage, often a difficult task on short notice. Scheduled hearings may resolve, and, at other times, there are none scheduled. In these scenarios and because attorneys are paid only for matters heard, they are not compensated for the time they set aside. At the end of 2022, only two individuals remained on the attorney roster. We understand that other factors likely contribute to the diminished roster. Some attorneys who handled PPO and FOC matters previously have taken positions elsewhere, such as with the Office of the Public Defender. Continuing to maintain a roster and compensating attorneys on a voucher basis for matters heard only does not appear to be sustainable.

ALTERNATIVES

To resolve this problem and to ensure indigent parties are provided with legal representation on a timely basis, the General Trial and Friend of the Court Divisions believe that contracting with attorneys is necessary. Further, the attorneys chosen to fulfill the contract will be responsible for arranging hearing coverage.

FINANCIAL IMPACT

The proposed contract amount of \$12,000 is allocated within the 2023 General Trial and Friend of the Court Division budgets. The General Trial Division will be responsible to fund \$7,000 through the Contractual Services line item. The Friend of the Court will be responsible to fund the remaining \$5,000 from its budget. The financial impact to Ingham County is nominal as funding for attorney compensation is currently budgeted.

STRATEGIC PLANNING IMPACT

Authorizing a contract for legal representation of indigent parties facing charges in personal protection order (PPO) cases and certain Friend of the Court (FOC) matters supports Ingham County's values as identified in the Strategic Plan. Further, it supports Strategic Plan goals including Services to Residents, Communication, Management, Finance, and Governance.

OTHER CONSIDERATIONS

None.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to authorize entering into a contract for legal representation of indigent parties facing charges in personal protection order (PPO) cases and certain Friend of the Court (FOC) matters.

cc: Hon. Joyce Draganchuk
Hon. Shauna Dunnings
Hon. Lisa McCormick
George Strander
Helen Walker
Robert Hotchkiss
Tracy Baldwin

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A CONTRACT FOR REPRESENTATION OF
INDIGENT PARTIES FACING CONTEMPT CHARGES IN PERSONAL PROTECTION ORDER
CASES AND CERTAIN FRIEND OF THE COURT MATTERS**

WHEREAS, the 30th Circuit Court's General Trial and Friend of the Court Divisions must provide legal counsel to indigent parties facing contempt charges in certain matters; and

WHEREAS, historically the Circuit Court has maintained a roster that identifies attorneys who are available to provide legal representation and compensates them on a voucher basis; and

WHEREAS, at this time, the roster has been depleted as the majority of attorneys who provided legal services have since taken positions that offer consistent work and known compensation elsewhere; and

WHEREAS, the Circuit Court's General Trial and Friend of the Court Divisions, to ensure legal counsel is available and to provide fair compensation, seek to enter into a contract with specific attorneys; and

WHEREAS, the attorneys are selected by the judiciary based on meeting qualifications, including good standing with the State Bar of Michigan, familiarity with relevant law, and the ability to provide sound representation for their clients; and

WHEREAS, Attorney Reid S. Felsing currently provides such representation for certain Friend of the Court matters, and is interested and qualified to do so for Personal Protection Order cases; and

WHEREAS, if authorized, the Circuit Court would compensate Attorney Reid S. Felsing for providing legal representation for Personal Protection Order cases and certain Friend of the Court matters, effective January 1, 2023 through December 31, 2023 in the amount of \$1,000 per month, not to exceed \$12,000 per year, with \$7,000 of the total paid by the General Trial Division and the remaining \$5,000 paid by the Friend of the Court; and

WHEREAS, the 2023 General Trial and Friend of the Court Division budgets approved by the Board of Commissioners are sufficient to fund such a contract.

THEREFORE BE IT RESOLVED, that effective January 1, 2023, the Ingham County Board of Commissioners is hereby authorized to enter into a contract with Attorney Reid S. Felsing to provide representation of indigent parties for Personal Protection Order cases and certain Friend of the Court matters, at \$1,000 per month, not to exceed \$12,000.

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

TO: Ingham County Board of Commissioners

FROM: George M. Strander
Court Administrator, 30th Circuit Court

DATE: January 6, 2023

RE: ImageSoft Statement of Work for Implementing OnBase Workflow and Integrating with
New Case Management System

BACKGROUND

The Circuit Court has worked with ImageSoft for several years in implementing imaging of documents in OnBase, and started imaging filings in General Trial and Domestic matters in April of 2019. ImageSoft completed a Solutions Requirement Document (SRD) in 2018 to implement workflow so that the Court could electronically move and work on images, which would realize the full potential of the imaging system.

With the imminent change in the case management system (CMS) from CourtView to the Supreme Court's own system, WebTCS, the 2018 SRD must be updated and new integrations between the imaging system and the CMS devised. ImageSoft has prepared a Statement of Work (SOW), for \$65,600, to review and update the 2018 SRD, conduct review sessions with stakeholders to prioritize desired changes, document future integration functions for WebTCS and determine the effort to complete this integration, and complete build activities for the recommended changes.

ALTERNATIVES

Without the assistance of ImageSoft, workflow cannot be adequately implemented by the Court.

FINANCIAL IMPACT

There is an already approved budget in the Capital Improvement Project budget to handle the expenses of this project.

STRATEGIC PLANNING IMPACT

This project would support Ingham County's values listed in the Strategic Plan, specifically Quality resident services (through greater efficiencies) and Creativity and innovation. Furthermore, this project would support the goal of Services to Residents.

OTHER CONSIDERATIONS

None.

RECOMMENDATION

I recommend that the attached resolution be approved.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A STATEMENT OF WORK WITH IMAGESOFT
FOR IMPLEMENTING ONBASE WORKFLOW AND INTEGRATING WITH
NEW CASE MANAGEMENT SYSTEM**

WHEREAS, the Circuit Court has worked with ImageSoft for several years in implementing imaging of documents in OnBase; and

WHEREAS, the Circuit Court started imaging filings in General Trial and Domestic matters in April of 2019; and

WHEREAS, ImageSoft completed a Solutions Requirement Document (SRD) in 2018 to implement workflow so that the Court could electronically move and work on images, which would realize the full potential of the imaging system; and

WHEREAS, with the imminent change in the case management system (CMS) from CourtView to the Supreme Court's own system, WebTCS, the 2018 SRD must be updated and new integrations between the imaging system and the CMS devised; and

WHEREAS, ImageSoft has prepared a Statement of Work (SOW), for \$65,600, to review and update the 2018 SRD, conduct review sessions with stakeholders to prioritize desired changes, document future integration functions for WebTCS and determine the effort to complete this integration, and complete build activities for the recommended changes; and

WHEREAS, the Circuit Court has adequate funds in its Capital Improvement Projects budget to pay for the ImageSoft SOW.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a Statement of Work with ImageSoft for \$65,600 to review and update the 2018 SRD, conduct review sessions with stakeholders to prioritize desired changes, document future integration functions for WebTCS and determine the effort to complete this integration, and complete build activities for the recommended changes.

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

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

TO: Law & Courts and Finance Committees
FROM: Scott LeRoy, Deputy Court Administrator
DATE: January 3, 2023
SUBJECT: Resolution to Authorize A Contract for Delinquency Attorney Services
For Meeting Agendas: January 12, 2023 – Law and Courts and January 18, 2023 – Finance

BACKGROUND

The resolution attached with this memo is requesting authorization for the Circuit Court Juvenile Division to continue a contract for legal representation of juveniles in delinquency cases assigned to Judge Richard J. Garcia. Attorney Robert Ochodnický has been providing this service. It is recommended that Attorney Robert Ochodnický receive a 2% cost of living increase in the 2023 contracted rate.

The Juvenile Division has entered into delinquency contracts since 2010 in an effort to reduce costs for attorney fees, and provide consistent and efficient legal representation for children and indigent youth. The Judiciary selects specific attorneys for these contracts based on exceptional qualifications, such as good standing with the State Bar of Michigan, familiarity with this specific area of law, and a well-known reputation for zealously advocating for their clients. The contract will be in effect from January 1, 2023 through December 31, 2023.

ALTERNATIVES

The Court assigns court appointed attorneys from the court appointed list to represent indigent juveniles assigned to Judge Richard J. Garcia.

FINANCIAL IMPACT

Funds to support this contract have been allocated in the 2023 budget. It is estimated that entering into a contract with an attorney saves the Court between \$5,000 and \$7,000 a year. No additional funding for this contract is required.

STRATEGIC PLANNING IMPACT

Develop indigent defense service plan following guidelines issued by the State through the Michigan Indigent Defense Commission (MIDC).

Adequate attorney compensation was recognized as one of the eight core standards of the Michigan Indigent Defense Commission. The Commission’s report states:

Assigned counsel should receive prompt compensation at a reasonable rate and should be reimbursed for their reasonable out-of-pocket, case-related expenses. Assigned counsel should be compensated for all work necessary to provide quality legal representation. Activities outside of court appearances, such as directing an investigation, negotiating, or tactical planning, etc., require no less legal skill and expertise than in-court appearances, and are equally important to quality representation.

OTHER CONSIDERATIONS

Contracts with delinquency attorneys will add additional cost savings as Raise the Age legislation is implemented. Raise the Age legislation will have an increase on the overall number of delinquency petitions received by Juvenile Division Judges.

RECOMMENDATION

Enter into a contract.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A CONTRACT FOR DELINQUENCY ATTORNEY SERVICES

WHEREAS, the Circuit Court Juvenile Division, by statute and Constitution, must provide legal counsel to juveniles in delinquency cases who are indigent; and

WHEREAS, the Circuit Court Juvenile Division, to reduce cost for attorney fees and provide consistent and efficient legal services for juveniles, has contracted with attorneys; and

WHEREAS, the 2023 Budget approved by the Board of Commissioners authorizes funds to contract with specific attorneys to provide legal representation; and

WHEREAS, the attorneys are selected by the judiciary based on exceptional qualifications, such as good standing with the State Bar of Michigan, familiarity with this specific area of law, and a well-known reputation for zealously advocating for their clients; and

WHEREAS, Attorney Robert Ochodnický has been providing legal counsel for juvenile delinquency cases assigned to Judge Richard J. Garcia; and

WHEREAS, if authorized, the Circuit Court Juvenile Division would compensate Attorney Robert Ochodnický for providing legal representation for delinquency cases assigned to Judge Richard J. Garcia, effective January 1, 2023 through December 31, 2023 in the amount of \$1,362.17 per month, not to exceed \$16,346.04.

THEREFORE, BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes a contract with Attorney Robert Ochodnický, for Judge Richard J. Garcia's delinquency cases at \$1,362.17 per month, not to exceed \$16,346.04, effective January 1, 2023 through December 31, 2023.

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

TO: Law & Courts and Finance Committees
FROM: Scott LeRoy, Deputy Court Administrator
DATE: January 3, 2023
**SUBJECT: RESOLUTION TO AUTHORIZE CONTRACTS FOR
LAWYER GUARDIAN AD LITEM REPRESENTATION**

For Meeting Agendas: January 12, 2023 – Law and Courts and January 18, 2023 – Finance

BACKGROUND

The resolution attached with this memo is requesting authorization for the Circuit Court Juvenile Division to continue contracts for legal representation of children in neglect and abuse cases. The four attorneys recommended in this resolution have already been providing Lawyer Guardian Ad Litem services (L-GAL) for the Circuit Court Juvenile Division. In addition, an additional judicial position has been added to handle Family Division cases. The resolution includes an additional L-GAL contract to fill this need.

The case distribution for neglect and abuse cases was recalculated for 2023 resulting in a recalculation of the contract amounts. The case distribution for neglect and abuse cases is as follows: Judge Koenig .2, Judge McCormick .2, Judge Garcia .2, Judge Dunning .2, and Judge Cole .2 of the Family Division docket. The Juvenile Division recommends providing a 2% cost of living increase to the 2023 contracts. This allows the Juvenile Division to incrementally increase contract rates in order to avoid large increases.

The Court has entered into Lawyer Guardian Ad Litem contracts since 2002 in an effort to reduce costs for attorney fees, and provide consistent and efficient legal representation for children. The Judiciary selects specific attorneys for these contracts based on exceptional qualifications, such as good standing with the State Bar of Michigan, familiarity with this specific area of law, and a well-known reputation for zealously advocating for their clients. The contracts will be in effect from January 1, 2023 through December 31, 2023.

Furthermore, the court received a significant grant from the Michigan Department of Health and Human Services to increase the quality of legal representation in neglect and abuse cases. This grant allows the Court to allocate funds to a Lawyer Guardian Ad Litem for training, legal research, and collateral and vertical case representation.

ALTERNATIVES

The Court assigns court appointed attorneys from the court appointed list to represent youth. This would result in a reduction in the quality of legal representation for children in neglect and abuse cases.

FINANCIAL IMPACT

Funds to support these contracts have been allocated in the Juvenile Division's 2023 budget. No additional funding is requested.

STRATEGIC PLANNING IMPACT

Develop indigent defense service plan following guidelines issued by the State through the Michigan Indigent Defense Commission (MIDC).

Adequate attorney compensation was recognized as one of the eight core standards of the Michigan Indigent Defense Commission. The Commission's report states:

Assigned counsel should receive prompt compensation at a reasonable rate and should be reimbursed for their reasonable out-of-pocket, case-related expenses. Assigned counsel should be compensated for all work necessary to provide quality legal representation. Activities outside of court appearances, such as directing an investigation, negotiating, or tactical planning, etc., require no less legal skill and expertise than in-court appearances, and are equally important to quality representation.

OTHER CONSIDERATIONS

None.

RECOMMENDATION

Enter into a contract.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE CONTRACTS FOR
LAWYER GUARDIAN AD LITEM REPRESENTATION**

WHEREAS, the Circuit Court Juvenile Division, by statute and Constitution, must provide Lawyer Guardian Ad Litem representation for children in neglect and abuse cases; and

WHEREAS, the Circuit Court Juvenile Division, to reduce costs for attorney fees and provide consistent and efficient legal services for children, has contracted with specialized Lawyers Guardian Ad Litem; and

WHEREAS, the 2023 Budget, approved by the Board of Commissioners, authorizes funds to contract with specialized attorneys to provide legal representation; and

WHEREAS, the specialized attorneys are selected by the judiciary based on exceptional qualifications, such as good standing with the State Bar of Michigan, familiarity with this specific area of law, and a well-known reputation for zealously advocating for their clients; and

WHEREAS, the Circuit Court Family Division caseloads are weighted equally; and

WHEREAS, it is recommended that Attorney Annette Skinner continue providing Lawyer Guardian Ad Litem representation for neglect and abuse cases assigned to Judge Carol N. Koenig at a rate not to exceed \$47,277 a year for calendar year 2023; and

WHEREAS, it is recommended that Attorney Michael Staake continue providing Lawyer Guardian Ad Litem representation for neglect and abuse cases assigned to Judge Lisa McCormick at a rate not to exceed \$47,277 a year for calendar year 2023; and

WHEREAS, it is recommended that Attorney Kaitlin Fish continue providing Lawyer Guardian Ad Litem representation for neglect and abuse cases assigned to Judge Richard J. Garcia at rate not to exceed \$47,277 for calendar year 2023; and

WHEREAS, it is recommended that Attorney Michael Van Huysse continue providing Lawyer Guardian Ad Litem representation for neglect and abuse cases assigned to Judge Shauna Dunnings at rate not to exceed \$47,277 for calendar year 2023; and

WHEREAS, it is recommended that Attorney Kaitlin Fish shall begin providing Lawyer Guardian Ad Litem representation for neglect and abuse cases assigned to Judge Morgan Cole at rate not to exceed \$47,277 for calendar year 2023; and

WHEREAS, the Circuit Court Juvenile Division received a grant from the Michigan Department of Health and Human Services to increase the quality of legal representation for neglect and abuse cases; and

WHEREAS, the grant from the Michigan Department of Health and Human Services allows the Circuit Court Juvenile Division to distribute funds to a Lawyer Guardian Ad Litem for training, legal research, and collateral and vertical case representation.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners is hereby authorized to enter into a contract with Attorney Annette Skinner for Lawyer Guardian Ad Litem representation on neglect and abuse cases assigned to Judge Carol N. Koenig at a rate of \$3,939.75 a month, not to exceed \$47,277 for calendar year 2023.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners is hereby authorized to enter into a contract with Attorney Michael Staake for Lawyer Guardian Ad Litem representation on neglect and abuse cases assigned to Judge Lisa McCormick at a rate of \$3,939.75 a month, not to exceed \$47,277 for calendar year 2023.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners is hereby authorized to enter into a contract with Attorney Kaitlin Fish for Lawyer Guardian Ad Litem representation on neglect and abuse cases assigned to Judge Richard J. Garcia at a rate of \$3,939.75 a month, not to exceed \$47,277 for calendar year 2023.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners is hereby authorized to enter into a contract with Attorney Michael Van Huysse for Lawyer Guardian Ad Litem representation on neglect and abuse cases assigned to Judge Shauna Dunnings at a rate of \$3,939.75 a month, not to exceed \$47,277 for calendar year 2023.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners is hereby authorized to enter into a contract with Attorney Kaitlin Fish for Lawyer Guardian Ad Litem representation on neglect and abuse cases assigned to Judge Morgan Cole at a rate of \$3,939.75 a month, not to exceed \$47,277 for calendar year 2023.

BE IT FURTHER RESOLVED, that the Circuit Court Juvenile Division is authorized to provide web-based legal research and court rules at a rate not to exceed \$2,000 per attorney per calendar year as budgeted in the Michigan Department of Health and Human Services grant.

BE IT FURTHER RESOLVED, that the Circuit Court Juvenile Division is authorized to provide additional payments to Attorney Annette Skinner, Attorney Michael Staake, Attorney Kaitlin Fish, and Attorney Michael Van Huysse, not to exceed \$132,928 for calendar year 2023, for vertical and collateral case representation on neglect and abuse cases as budgeted in the Michigan Department of Health and Human Services grant.

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

Agenda Item 5

TO: Board of Commissioners Law and Courts, Finance Committee

FROM: Keith Watson, Chief Public Defender

DATE: January 3, 2023

SUBJECT: Resolution to Authorize the Provision of Lawyers Professional Liability Insurance Coverage to Attorneys in the Office of the Public Defender

BACKGROUND

The Office of the Public Defender is in need of professional liability/malpractice insurance for all County-employed Public Defenders.

The Office of the Public Defender has reviewed three professional liability insurance proposals, and it has determined that the package offered by Columbia Casualty Company (underwritten by Paragon Underwriters) is the most beneficial to the Office of the Public Defender.

Funds are available through the 2022-2023 Michigan Indigent Defense Commission (MIDC) grant for this expenditure.

The agreement would provide a Lawyers Professional Liability policy of \$250,000 per claim/\$500,000 aggregate coverage with a \$2,500 deductible to lawyers within the Office of the Public Defender at a cost of \$13,345.50 per year for the term of one year upon inception of the policy and it shall be reviewed annually.

ALTERNATIVES

Leave the Office of the Public Defender without liability insurance, potentially exposing the County to greater expense in the event of a malpractice claim.

FINANCIAL IMPACT

The proposed resolution will cost \$13,345.50 which is considerably less than the amount budgeted in the 2022-2023 MIDC Compliance Plan for this line item (page 22 of The Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal – FY 2023; \$20,949.24 is budgeted for malpractice insurance).

OTHER CONSIDERATIONS

None.

RECOMMENDATION

Respectfully recommend approval of the resolution.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE THE PROVISION OF LAWYERS PROFESSIONAL LIABILITY INSURANCE COVERAGE TO ATTORNEYS IN THE OFFICE OF THE PUBLIC DEFENDER

WHEREAS, it is essential that the Ingham County Office of the Public Defender has adequate professional liability/malpractice insurance in place for all County employed Public Defenders; and

WHEREAS, the Office of the Public Defender has reviewed three professional liability insurance quotes, and it has determined that the package offered by Columbia Casualty Company (underwritten by Paragon Underwriters) is the most beneficial to the Office of the Public Defender; and

WHEREAS, funds are available through the 2023 Michigan Indigent Defense Commission (MIDC) grant for this expenditure.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the County to enter into an agreement with Columbia Casualty Company (underwritten by Paragon Underwriters) to provide a Lawyers Professional Liability policy of \$250,000 per claim/\$500,000 aggregate coverage with a \$2,500 deductible to lawyers within the Office of the Public Defender.

BE IT FURTHER RESOLVED, that the Lawyers Professional Liability Insurance Policy agreement shall be for \$13,345.50 for the term of one year from the date of inception of the policy and it shall be reviewed annually.

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign any necessary contract agreement upon approval as to form by the County Attorney.

Agenda Item 6

TO: Board of Commissioners Law & Courts and Finance Committee
FROM: Nicholas J. Hefty, CCAB Manager
DATE: January 4, 2023
SUBJECT: Resolution to amend the contract with Averhealth to extend the performance period for drug and breathalyzer testing services
For the meeting agenda of January 12, 2023 & January 18, 2023

BACKGROUND

In October of 2018, following a comprehensive Request for Proposal, Ingham County entered into a contract for Drug and Breathalyzer testing with Alcohol Drug Administrative Monitoring, Inc. (ADAM) for a performance period of January 1, 2019 through December 31, 2020. Said contract was amended via Resolution #20-533 to extend the performance period through December 31, 2022. Additionally, ADAM was bought by Averhealth on November 8, 2021 and continued to provide services at ADAM's contracted rates. At this time, Averhealth has agreed to amend the contract to extend the performance period for one additional year, set to expire on December 31, 2023.

ALTERNATIVES

If the Averhealth contract is not renewed, the cost of court ordered testing for clients participating in Pretrial Services, Circuit Court Adult Probation, Swift and Sure Sanctions Probation Program, Mental Health Court, Friend of the Court, and the Juvenile Division will increase which could preclude the access to services and compliance with participant court orders.

FINANCIAL IMPACT

Drug and alcohol testing services are paid for by both client self-pay and grant funds. An increase in price for testing would impact the number of clients receiving services paid for by the Grant dollars, and have the potential to preclude self-pay clients who were formally paying for testing at a lower rate.

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of providing easy access to quality, innovative, cost effective services that promote well-being and quality of life for the residents of Ingham County, specifically section A 2. (e) of the Action Plan – Combine Jail sentences with substance abuse and other treatment programming when appropriate to reduce recidivism.

OTHER CONSIDERATIONS

None.

RECOMMENDATION

Based on the information presented, Community Corrections respectfully recommends approval of the attached Resolution.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AMENDING THE CONTRACT WITH
AVERHEALTH
TO EXTEND THE PERFORMANCE PERIOD FOR DRUG TESTING AND
BREATHALYZER SERVICES**

WHEREAS, a contract was entered between Ingham County and Alcohol Drug Administrative Monitoring, Inc. (ADAM) to provide drug and breathalyzer testing services for a performance period of January 1, 2019 through December 31, 2019 with a one-year automatic renewal ending December 31, 2020; and

WHEREAS, said contract with ADAM was amended to extend the performance period from January 1, 2021 through December 31, 2021 with a one-year automatic renewal thereafter not to extend beyond the 31st day of December, 2022; and

WHEREAS, ADAM was bought by Averhealth on November 8, 2021 and continued to honor the contractual conditions being provided by ADAM; and

WHEREAS, the current contract with Averhealth is set to expire on December 31, 2022; and

WHEREAS, the 30th Judicial Circuit Court through Pretrial Services, Circuit Court Adult Probation, Swift and Sure Sanctions Probation Program, Mental Health Court and Family Division, including Friend of the Court and Juvenile Division (hereafter referred to as “referral sources”) clients require ongoing testing services that are administered in compliance with all County requirements including laboratory testing at predetermined frequencies in conjunction with instant testing and approved chain of custody protocols; and

WHEREAS, in the absence of any monetary subsidy provided by Ingham County, it is critical that client-pay testing services be available at a cost that is not overly burdensome to clients referred from the above County referral sources; and

WHEREAS, testing services to be billed directly to and reimbursed by the Circuit Court with grant funds authorized in the FY 2023 budget, will be billed pursuant to the current fee schedule attached, that is agreeable to the Circuit Court; and

WHEREAS, Averhealth is willing to hold current pricing and all other contractual terms through an additional one-year performance period; and

WHEREAS, client-pay services will be provided by Averhealth at no cost to Ingham County and without a minimum guaranteed number of referrals pursuant to the attached fee schedule that is agreeable to the above referral sources.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an amendment to the contract with Averhealth for drug and breathalyzer testing services to extend the performance period to January 1, 2023 through December 31, 2023 at the rates listed in the attached fee schedule.

BE IT FURTHER RESOLVED, that the Board Chairperson is authorized to sign any necessary contracts\subcontracts consistent with this resolution subject to approval as to form by the County Attorney.

EXHIBIT B

ATTACHMENT B - PRICING FORM

Ingham Co. Packet #211-18

30th Circuit Court
 30th Fam Div, SSSPP, 30th
 MHC, Pretrial Services, Adult
 Probation & Juvenile Divisions,
 Friend of Court

Specimen Validity Test fee included

<u>Available Testing Options</u>	<u>Test Category</u>	<u>Client Fee</u>	<u>Billed Fee</u>	<u>Non-Client Fee</u>
Intake Fee includes 6 Panel + PBT		n/a	n/a	n/a
PBT / EBT Evidential Breath Test	EBT	\$ 2.00	\$ 2.00	\$ 5.00
Collection Fee		\$ 10.00	n/a	\$ 10.00
6-panel + Specimen Validity Test	Instant	\$ 12.00	\$ 13.00	n/a
6-panel + PBT + Specimen Validity Test	Instant	\$ 12.00	\$ 13.00	n/a
One Time Test 6-panel + PBT + Specimen Validity Test	Instant	\$ 21.00	\$ 21.00	\$ 21.00
10-panel + Specimen Validity Test	Instant	\$ 22.00	\$ 22.00	n/a
10-panel + PBT + Specimen Validity Test	Instant	\$ 22.00	\$ 22.00	n/a
One Time Test 10-panel + PBT Validity Test	Instant	\$ 22.00	\$ 22.00	\$ 32.00
11 Panel + PBT + Specimen Validity Test	Instant	\$ 24.00	\$ 24.00	\$ 34.00
Tramadol	Add-on		Onsite Panel Price plus \$3.00	
Buprenorphine/Suboxone	Add-on		Onsite Panel Price plus \$3.00	
Fentanyl	Add-on		Onsite Panel Price plus \$3.00	
Methadone	Add-on		Onsite Panel Price plus \$3.00	
Amphetamine	Add-on		Onsite Panel Price plus \$3.00	
Lab 12 Panel w/ EtG 500 *Confirms Positives	Lab	\$ 26.00	\$ 26.00	\$ 35.00
Lab 13 Panel *Confirms Positives	Lab	\$ 35.00	\$ 35.00	\$ 45.00
Comprehensive 600 Panel *Confirms Positives	Lab	\$ 110.00	\$ 110.00	\$ 110.00
Hair Test By Appt. Select Locations	Lab	\$ 125.00	\$ 125.00	\$ 125.00
Employment 10 Panel Lab/MRO	Lab	\$ 50.00	n/a	\$ 50.00
Lab Confirmations (GC/MS, LC-MS/MS)	Lab	\$ 26.00	\$ 26.00	\$ 26.00
Anabolic Steroids	Lab	\$ 75.00	\$ 75.00	\$ 85.00
Bath Salt	Lab	\$ 40.00	\$ 40.00	\$ 50.00
Dextromethorphan (DXM)	Lab	\$ 25.00	\$ 25.00	\$ 35.00
EtG/EtS 100	Lab	\$ 26.00	\$ 26.00	\$ 35.00
Gabapentin/Neurontin	Lab	\$ 100.00	\$ 100.00	\$ 110.00
Ketamine	Lab	\$ 40.00	\$ 40.00	\$ 50.00
Kratom	Lab	\$ 40.00	\$ 40.00	\$ 50.00
K2-SYNTHETIC CANNABINOID	Lab	\$ 45.00	\$ 45.00	\$ 55.00
LSD	Lab	\$ 25.00	\$ 25.00	\$ 25.00
Nicotine	Lab	\$ 25.00	\$ 25.00	\$ 35.00
Oral Lab	Lab	\$ 37.00	\$ 37.00	\$ 47.00
Rohypnol / GHB	Lab	\$ 60.00	\$ 60.00	\$ 70.00
SOMA	Lab	\$ 25.00	\$ 25.00	\$ 35.00
Tramadol Lab	Lab	\$ 25.00	\$ 25.00	\$ 35.00

*Confirms Positives - Automatically Confirms Detected Positives at No Additional Cost

Agenda Item 7

TO: Board of Commissioners Law & Courts, County Services, and Finance Committees
FROM: Heidi Williams, Director, Ingham County Animal Control & Shelter
DATE: January 3, 2023
SUBJECT: Resolution to accept a donation from the Ingham County Animal Shelter Fund for the purpose of providing employment bonus pay to newly hired shelter veterinarians. For the meeting agenda of January 12, January 17 and January 18, 2023

BACKGROUND

Ingham County Animal Control and Shelter (ICACS) is seeking to hire two qualified veterinarian positions for the purpose of continuing and expanding services to the community. Currently, the American Veterinarian Medical Association estimates that there are 18 open positions for every qualified veterinarian seeking employment.

Due to the competitive nature of the labor market, the Ingham County Animal Shelter Fund (ICASF) has agreed to donate \$100,000 for the purpose of hiring and retaining qualified veterinarian candidates. This donation will allow ICACS to provide an employment bonus to newly hired veterinarians. The hiring bonus will be paid as follows:

\$10,000 to be paid to the newly hired veterinarian after they complete their first 90 days of employment with the County. An additional \$10,000 will be paid on each subsequent employment anniversary date until a total of \$50,000 has been paid to the employee.

ALTERNATIVES

ICACS will attempt to recruit qualified veterinarian candidates without offering the donated funds as an employment bonus.

FINANCIAL IMPACT

The employment bonus will be paid for using funds donated by ICASF and will not impact existing or future ICACS budgets.

RECOMMENDATION

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

Introduced by the Law & Courts, County Services and Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO ACCEPT A DONATION FROM THE INGHAM COUNTY
ANIMAL SHELTER FUND FOR THE PURPOSES OF PROVIDING EMPLOYMENT BONUS PAY
TO NEW SHELTER VETERINARIANS**

WHEREAS, the Ingham County Animal Shelter Fund (ICASF) has been in existence since 2012 and raises money to help pay for food, shelter, and medical care for animals at Ingham County Animal Control and Shelter (ICACS); and

WHEREAS, ICACS has one current veterinarian position vacancy and seeks to provide competitive compensation to hire and retain qualified veterinarian candidates; and

WHEREAS, ICASF has agreed to provide a \$100,000 donation for the purposes of providing a maximum \$50,000 employment bonus for any vacant veterinarian position at ICACS; and

WHEREAS, a payment of \$10,000 will be made to any newly hired veterinarian after completing 90 days of employment with the County; and

WHEREAS, a \$10,000 payment will be made to the veterinarian on their employment anniversary date until a total of \$50,000 has been paid to that employee; and

WHEREAS, this one-time donation of \$100,000 will be used solely for the purpose outlined above.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the acceptance of this donation in the amount of \$100,000 from the ICASF for the purposes of providing hiring and retention bonuses to newly hired ICACS veterinarians.

BE IT FURTHER RESOLVED, that a payment of \$10,000 will be made to any newly hired veterinarian after completing 90 days of employment with the County.

BE IT FURTHER RESOLVED, that a \$10,000 payment will be made to the veterinarian on their employment anniversary date until a total of \$50,000 has been paid to that employee.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Controller/Administrator to make the necessary budget adjustment as authorized by this resolution.

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

TO: Board of Commissioners Law & Courts and Finance Committees
FROM: Teri Morton, Deputy Controller
DATE: January 3, 2023
SUBJECT: Resolution to Authorize a Contract with Resolution Services Center of Central Michigan to Support Small Claims Work

For the meeting agendas of January 12 and 18

BACKGROUND

Resolution Services Center of Central Michigan (RSCCM) is a Community Dispute Resolution Program through the State Court Administrators Office (SCAO). Programs provided by RSCCM include mediation, facilitated dialogues, restorative practices, juvenile diversion, and mediation/restorative training. RSCCM is a relatively small nonprofit, comprised of five full-time staff, 32 part-time staff, and over 45 active volunteers. In April 2020, RSCCM responded to requests from the courts in the county to assist with the backlog of small claim cases as a result of COVID-19 stay-at-home orders. In just a few weeks, RSCCM developed a referral process for accepting small claim cases, contacted parties, facilitated all cases remotely, and provided outcome information back to the referring courts. This work continues today. Small claims cases have increased by 54% (compared to 2019, pre-COVID numbers). The courts and affected parties recognize the benefit of this model which is more accessible than spending time at the courthouse waiting for their cases to be heard.

This work is valued and needed, but not adequately funded. RSCCM receives an allocation from SCAO, but it is based on a statewide formula and only partially funds provided services.

Resolution #22-121 authorized \$13,000 from Ingham County to support this small claims work in 2022 at the 55th District Court.

RSCCM submitted a continuation budget request of \$13,000, which is included in the 2023 Adopted Budget.

ALTERNATIVES

RSCCM may have to limit these services if this contract is not approved.

FINANCIAL IMPACT

Funding for this contract is included in the 2023 Adopted Budget.

OTHER CONSIDERATIONS

At the time that funding was approved from the 2022 contingency account, RSCCM was informed that funding requests for this service beyond 2022 should be requested as part of the annual budget process.

RSCCM also receives funding from the County as part of the Juvenile Justice Community Agency process.

RECOMMENDATION

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

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A CONTRACT WITH RESOLUTION SERVICES CENTER OF CENTRAL MICHIGAN TO SUPPORT SMALL CLAIMS WORK

WHEREAS, Resolution Services Center of Central Michigan (RSCCM) is a Community Dispute Resolution Program through the State Court Administrators Office (SCAO) providing services in the areas of mediation, facilitated dialogues, restorative practices, juvenile diversion, and mediation/restorative training; and

WHEREAS, with the onset of the COVID-19 stay-at-home order, RSCCM responded to requests from the courts in the county to assist with the backlog of small claim cases by developing a referral process for accepting small claims cases, contacting parties, facilitating all cases remotely, and providing outcome information back to the referring courts; and

WHEREAS, these services have proven valuable to both the courts and the parties they serve and the demand for these services is expected to continue into the future; and

WHEREAS, Resolution #22-121 approved a contingency appropriation of \$13,000 to support these services at the 55th District Court in 2022; and

WHEREAS, RSCCM submitted a continuation budget request of \$13,000, which is included in the 2023 Adopted Budget.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a contract with Resolution Services Center of Central Michigan for small claims case assistance at the 55th District Court in the amount of \$13,000 for the time period of January 1, 2023 through December 31, 2023.

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.

TO: Law & Courts and Finance Committees
FROM: Teri Morton, Deputy Controller
DATE: January 3, 2023
SUBJECT: Resolution to Correct Resolution #22-470 Authorizing 2023 Agreements for Juvenile Justice Community Agencies

For the meeting agendas of January 12 and 18

BACKGROUND

Resolution #22-470 authorized 2023 agreements for Juvenile Justice Community Agencies as follows:

- Child & Family Charities – Juvenile Screening & Assessment Program \$49,048
- Child and Family Charities – Teen Court \$33,462
- Resolution Services Center of Central Michigan – Restorative Justice \$67,000
- Small Talk – Healthy Boundaries/Mental Health Therapy \$50,000

The appropriation of \$50,000 for the Small Talk – Healthy Boundaries/Mental Health Therapy program was in error, and should have been the requested amount of \$30,000.

This resolution will make that correction.

FINANCIAL IMPACT

The correction is consistent with the budget amount for 2023.

OTHER CONSIDERATIONS

Small Talk has been notified of the error and is in agreement with the corrected amount of \$30,000.

RECOMMENDATION

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

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO CORRECT RESOLUTION #22-470 AUTHORIZING 2023 AGREEMENTS FOR JUVENILE JUSTICE COMMUNITY AGENCIES

WHEREAS, Resolution #22-470 authorized 2023 agreements for Juvenile Justice Community Agencies as follows:

- Child & Family Charities – Juvenile Screening & Assessment Program \$49,048
- Child and Family Charities – Teen Court \$33,462
- Resolution Services Center of Central Michigan – Restorative Justice \$67,000
- Small Talk – Healthy Boundaries/Mental Health Therapy \$50,000; and

WHEREAS, Resolution #22-470 erroneously included an appropriation of \$50,000 for the Small Talk – Healthy Boundaries/Mental Health Therapy program; and

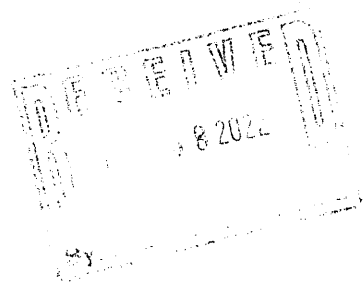
WHEREAS, Small Talk requested \$30,000 as part of the 2023 Juvenile Justice Community Agencies process, and the intent was to allocate the requested amount; and

WHEREAS, Small Talk has been notified of the error and is in agreement with the corrected amount of \$30,000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners amends Resolution #22-470 to correct the appropriated amount to Small Talk from \$50,000 to \$30,000.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners directs the County Attorney to draft a contract for the period of January 1, 2023 through December 31, 2023 for Small Talk – Healthy Boundaries/Mental Health Therapy in the corrected amount of \$30,000.

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 INDIGENT
DEFENSE COMMISSION

October 28, 2022

Dear Local Funding Units:

Today Department of Licensing and Regulatory Affairs Director Orlene Hawks signed the enclosed order giving final approval to MIDC Standard 8, attorney compensation, pursuant to 780.985(4). This standard ensures adequate compensation and resources are given to defense counsel and addresses disincentives or incentives that impair their ability to provide effective representation to indigent clients facing criminal charges. The full text of the standard is on our website, <https://michiganidc.gov/standards/>.

As required by MCL 780.993(3), indigent criminal defense systems must submit a plan for compliance with a minimum standard “no later than 180 days after” approval by the department. A plan for compliance with Standard 8 will be due to the MIDC by April 26, 2023. Submission of a plan for compliance with this standard will correspond with the annual compliance planning cycle for all approved standards. Your Regional Managers will be in touch to support planning efforts. Updates and materials related to compliance planning will be posted in the Grants section of our website: <https://michiganidc.gov/grants>.

Please do not hesitate to contact me if you have questions about this letter or your MIDC Regional Manager if you have questions about planning and implementing the standard.

Sincerely,

Kristen Staley, Executive Director
Michigan Indigent Defense Commission



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

ORLENE HAWKS
DIRECTOR

**STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS**

In the matter of: The Michigan Indigent Defense Commission Proposed Minimum
Standard 8

Issued and entered this 28th day of October 2022.

NOTICE AND ORDER APPROVING STANDARD 8

1. MCL 780.985 outlines the procedure for the Michigan Indigent Defense Commission (MIDC) to propose minimum standards for the local delivery of indigent criminal defense services and for the Department of Licensing and Regulatory Affairs (LARA) to approve or reject those standards.
2. MCL 780.985(4) requires the MIDC to convene a public hearing on the standards. Following a public comment period, the MIDC held a public hearing on Standard 8 on June 12, 2018.
3. After the hearing and public comment, the MIDC submitted Standard 8 to LARA for consideration on September 17, 2018.
4. MCL 780.985(4) authorizes LARA to prescribe a manner for interested parties to voice opposition to the proposed minimum standards. LARA published a notice of a 30-day comment period, which ended December 14, 2018.
5. On April 26, 2022, the MIDC submitted a letter to LARA requesting that it prioritize Standard 8 and retain the remaining standards [6 and 7] for continued consideration.
6. MCL 780.985(4) provides that the proposed minimum standards are final once they are approved by LARA.

IT IS THEREFORE ORDERED THAT

Following review of the standard and public comment, the MIDC's Proposed Minimum Standard 8 is hereby **APPROVED** by LARA.

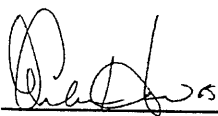
The MIDC shall mail notice to indigent criminal defense systems pursuant to MCL 780.985(5). Indigent criminal defense systems shall have 180 days from the date of this order to submit compliance plans to the MIDC pursuant to MCL 780.993(3).

Petition for Review

MCL §780.985(5) gives indigent criminal defense systems the ability to file a petition for review to determine whether the approved minimum standard is authorized by law. This

petition must be filed in the Court of Claims within 60 days after the date of mailing notice of this Order on the recommended minimum standards.

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS



Orlene Hawks, Director

10/28/2022
Date