

AGENDA
Monday, March 4, 2019
SPECIAL MEETING
9:30 a.m.
CLARE COUNTY BOARD OF COMMISSIONERS

MISSION STATEMENT:

The mission of Clare County government is to provide quality services among competing demands for limited resources in the most effective and efficient manner possible to the citizens and patrons of Clare County government.

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call**
- IV. General Public Comment (Limited to Three Minutes per Speaker)**
- V. UNFINISHED BUSINESS**

1. Tax Anticipation Note

Motion: To adopt Resolution #19-07 authorizing the county to Borrow \$1,500,000 in anticipation of collection of taxes, "Tax Anticipation Note" and approve all required parties to sign as specified.

| | | | |
|-------------------|---------------------|----------------|----------------------|
| Motion By: | Seconded By: | Carried | Failed |
| | Roll Call | Yeas: | Nays: Absent: |

VI. NEW BUSINESS

1. MIDC Grant

Motion: To approve the grant between the State of Michigan, Michigan Indigent Defense Commission (MIDC), Department of Licensing and Regulatory Affairs (LARA) and Clare County and to allow the chair to sign post dating to February 26, 2019

| | | | |
|-------------------|---------------------|----------------|---------------|
| Motion By: | Seconded By: | Carried | Failed |
|-------------------|---------------------|----------------|---------------|

VII. ADJOURNMENT



CLARE COUNTY BOARD OF COMMISSIONERS

225 West Main Street, P.O. Box 438 Harrison, MI 48625
Ph: (989) 539-7436 Fax (989) 539-2588

District 1: DALE MAJEWSKI District 2: SAMANTHA PITCHFORD District 3: LEONARD STROUSE
District 4: JACK KLEINHARDT District 5: MARK FITZPATRICK District 6: DAVID HOEFLING District 7: JEFFERY HASKELL

CLARE COUNTY RESOLUTION #19-07

At a special meeting of the Board of Commissioners of the County of Clare (the "County"), State of Michigan, held on the 4th day of March, 2019.

PRESENT: _____

ABSENT: _____

The following resolution was offered by _____ and seconded by _____:

WHEREAS, Act 34, Public Acts of Michigan, 2001, as amended ("Act 34") authorizes the County to borrow money and issue its notes in anticipation of the collection of the County's ad valorem taxes for its current fiscal year; and

WHEREAS, it is hereby determined that it is necessary to borrow the sum of One Million Five Hundred Thousand Dollars (\$1,500,000) in anticipation of the collection of the County's taxes for its current fiscal year, due and payable on July 1, 2019, for the purpose of obtaining funds to meet operating expenses of the County; and

WHEREAS, Act 34 authorizes the borrowing of money in anticipation of the collection of the unpaid operating taxes of the County for its current fiscal year for the above purpose in an amount not to exceed fifty percent (50%) of the operating tax levy for its preceding fiscal year, and

WHEREAS, there are presently no outstanding tax anticipation notes of the County issued against its operating taxes for its current fiscal year; and

WHEREAS, the County's operating tax levy for its fiscal year ending September 30, 2018, was \$4,935,775.32.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF CLARE, as follows:

1. AUTHORIZATION OF NOTE - PURPOSE. A short-term municipal security in the form of a note in the principal sum of One Million Five Hundred Thousand Dollars (\$1,500,000) (the "Note") shall be issued and sold pursuant to the provisions of Act 34, and other applicable statutory provisions, in anticipation of the collection of operating taxes of the County for its current fiscal year.

2. NOTE DETAILS. The Note shall be issued in the form of a single note, designated Note No. 1, in the principal amount of \$1,500,000, and shall be designated "Tax Anticipation Note, Series 2019" (the "Note"). The Note shall be dated as of the date of its delivery to the purchaser and shall bear interest from such date at the rate of 2.37% per annum, payable on the maturity date of the Note. The principal of the Note shall be due in full on September 30, 2019, which is the estimated time of collection of a sufficient amount of the

operating taxes of the County for its current fiscal year to pay the Note in full, or such earlier date as designated by the Administrator.

3. METHOD OF SALE. The Note shall be sold to Chemical Bank (the "Purchaser") pursuant a negotiated sale. The Note shall be delivered to the Purchaser in its own name or other name designated by it upon receipt of the purchase price for the Note in an amount equal to the par value of the Note. It is hereby determined that this method of sale is in the best interests of the County and is calculated to provide the County with the lowest issuance costs and other costs of borrowing money through the issuance of the Note. The actions by the Administrator and the Treasurer in connection with the negotiation of the sale of the Note with the Purchaser are ratified and confirmed.

4. PAYMENT OF PRINCIPAL AND INTEREST. The principal of and interest on the Note shall be payable in lawful money of the United States. Principal and interest shall be paid when due to the registered owner upon presentation and surrender of the Note to the Treasurer, who shall serve as note registrar and paying agent for the Note.

5. PREPAYMENT OF PRINCIPAL. Principal of the Note may not be prepaid prior to maturity.

6. EXECUTION, AUTHENTICATION AND DELIVERY OF NOTE. The Note shall be executed in the name of the County by the manual signatures of the Chairperson of the Board of Commissioners and the Clerk. After the Note has been executed, it shall be delivered by the Treasurer or the Administrator to the purchaser upon receipt of the purchase price of the Note.

7. FORM OF NOTE. The Note shall be in substantially the following form:

No. 1

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF CLARE

TAX ANTICIPATION NOTE, SERIES 2019

The County of Clare, Michigan (the "County"), acknowledges itself indebted to, and for value received, hereby promises to pay to _____, or registered assigns, on September 30, 2019, upon presentation and surrender of this note at the office of the Clare County Treasurer, Harrison, Michigan, the note registrar and paying agent, the principal amount of \$1,500,000 and interest on such principal amount at the rate of ___% per annum. Principal and interest are payable in lawful money of the United States of America.

This note is issued by the County under and pursuant to and in full conformity with the Constitution and statutes of Michigan (especially Act No. 34, Public Acts of Michigan, 2001, as amended) and a note authorizing resolution (the "Resolution") of the Board of Commissioners of the County in anticipation of the collection of operating taxes of the County for its current fiscal year, which taxes are due and payable July 1, 2019 (the "Operating Taxes").

The County hereby irrevocably pledges for the payment of the principal of and interest on this note moneys to be received by it from the levy of the Operating Taxes. From the first collections of such taxes, there shall be set aside a portion of such taxes which is not less than 125% of the percentage that the principal of this note bears to such taxes, such that there will be a sufficient amount set aside to pay the principal of and interest on this note at maturity. As additional security, the County has irrevocably pledged its full faith and credit for the prompt payment of the principal of and interest on this note as the same become due. The principal of and interest on this note is payable as a first budget obligation of the County from its general funds. The ability of the County to raise such funds is subject to applicable statutory and constitutional limitations on the taxing power of the County. The County has reserved the right to issue additional notes of equal standing with this note, subject to the limitations provided by law.

This note is not subject to redemption prior to maturity.

This note is designated as a "qualified tax-exempt obligation" as described in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this note, existed, have happened and have been performed in due time, form and manner as required by law, and that the total indebtedness of the County, including this note, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the County of Clare, Michigan, has caused this note to be executed in its name by the manual signatures of its Chairperson of the Board of Commissioners and its Clerk as of this ____ day of _____, 2019.

COUNTY OF CLARE

By: _____
Chairperson, Board of Commissioners

And: _____
Clerk

[END OF FORM OF NOTE]

8. SECURITY. The County hereby irrevocably covenants to collect the County's taxes for operating purposes for the current fiscal year, which taxes will be due and payable on July 1, 2019, in an amount not less than the amount of the Note and interest thereon, together with the principal and interest on any other notes issued in anticipation of the operating taxes for the current fiscal year, and hereby appropriates from the operating taxes for its current fiscal year sufficient taxes to repay the principal of and interest on the Note.

9. COLLECTIONS TO SPECIAL FUND; ADDITIONAL NOTES. From the collections of the County's operating taxes for its current fiscal year, due and payable on July 1, 2019, there shall be set aside in a special fund (being a separate depository account), to be used solely for the payment of the principal of and interest on the Note, a portion of each dollar collected which is not less than 125% of the percentage that the principal amount of the Note bears to the amount of the County's operating taxes for its current fiscal year, until the amount set aside is sufficient to make payment of the principal of and interest on the Note and any

additional notes issued by the County of equal standing. The County reserves the right to issue additional notes of equal standing with the Note as to the County's operating taxes for its current year, subject to the limitations provided by law.

10. PLEDGE OF FULL FAITH AND CREDIT. In addition, the County has irrevocably pledged its full faith and credit for the prompt payment of the principal of and interest on the Note as the same become due. In the event the taxes pledged to the payment of the principal of and interest on the Note shall be insufficient to make such payment, the County shall pay such principal and interest from any funds legally available therefore, as a first budget obligation, and if necessary, levy sufficient taxes on all taxable property in the County for the payment thereof, subject to applicable statutory and constitutional limitations on the taxing power of the County.

11. SALE, ISSUANCE, DELIVERY AND TRANSFER OF THE NOTE. The Chairperson of the Board of Commissioners, the Clerk, the Treasurer, the Administrator and the other officers, agents and employees of the County are authorized to execute such documents and certificates and to take all other actions necessary and convenient to facilitate the sale and delivery of the Note.

12. APPROVAL OF MICHIGAN DEPARTMENT OF TREASURY. The issuance and sale of the Note shall be subject to the County obtaining qualified status or permission being granted therefor by the Michigan Department of Treasury pursuant to Act 34, and, if necessary, the Administrator is authorized and directed to make application to the Department of Treasury for prior approval to issue and sell the Note as provided by the terms of this Resolution and by Act 34 and to pay such fees related thereto.

13. TAX COVENANT. The County covenants to comply with all requirements of the Internal Revenue Code of 1986, as amended, necessary to assure that the interest on the Note will be and will remain excludable from gross income for federal income tax purposes. The Chairperson of the Board of Commissioners, the Clerk, the Treasurer, the Administrator and other appropriate County officials are authorized to do all things necessary to assure that the interest on the Note will be and will remain excludable from gross income for federal income tax purposes.

14. QUALIFIED TAX EXEMPT OBLIGATIONS. The Note is hereby designated as a "Qualified Tax Exempt Obligation" as described in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

15. REDUCTION OF PRINCIPAL AMOUNT OF NOTE. If the Administrator determines that it is not necessary or advisable to issue the Note in the full principal amount authorized in this Resolution, then the Administrator is hereby authorized to reduce such principal amount of the Note as set forth in a written order of the Administrator.

16. CONFLICTING RESOLUTIONS. All resolutions and parts of resolutions insofar as they may be in conflict herewith are hereby rescinded.

YEAS: _____

NAYS: _____

ABSENT: _____

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
) ss
COUNTY OF CLARE)

I, the undersigned, the duly qualified and acting Clerk of the County of Clare, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of said County at a special meeting held on the 4th day of March, 2019, the original of which is on file in my office. I further certify that notice of the meeting was given pursuant to and in compliance with the provisions of the open meetings act, MCL §§ 15.261 *et seq.*, including posting of notice of the meeting at least 18 hours in advance of the meeting.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 4th day of March, 2019.

Lori Martin, Clerk
County of Clare

VI.

GRANT NO. 2019-24

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

GRANTEE/ADDRESS:

Jack Kleinhardt
Chairman, Board of Commissioners
225 W. Main Street
Harrison, MI 48625
989-539-2510

GRANT ADMINISTRATOR/ADDRESS:

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

GRANT PERIOD:

From October 1, 2018 to September 30, 2019

TOTAL AUTHORIZED BUDGET: \$1,648,753.42

State Grant Contribution: \$1,417,319.10
Local Share Contribution: \$231,434.32

ACCOUNTING DETAIL: Accounting Template No.: 6411113T032

SIGMA Vendor Code: 0047972

GRANT

This is Grant # 2019-24 between the Michigan Indigent Defense Commission (MIDC) (Grantor), and Clare County (Grantee), subject to terms and conditions of this grant agreement (Agreement).

1.0 Statement of Purpose

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

1.1 Statement of Work

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

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

1.2 Detailed Budget

- A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional State Grant funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the MIDC.
- C. Attachment B is the Budget. The Grantee agrees that all funds shown in the Budget are to be spent as detailed in the Budget.

- D. Grantee will establish and maintain a new restricted fund within their Local Chart of Accounts for the expressed purpose of accounting for the expenses and revenue sources for operation of this grant and the local adult indigent defense system.
- E. Any adjustments to the budget must be made in accordance with the policies and procedures of the Michigan Indigent Defense Commission and communicated promptly to Commission staff. A budget adjustment involving less than 5% of the budget category total, must be reported in the next quarterly Financial Status Report. A budget adjustment involving 5% or more within the budget category or *any* adjustment redistributing monies between categories of funding requires prior written approval by Commission staff. Any substantial change to a local system's compliance plan requires prior staff and Commission approval. A "substantial change" is a change to the compliance plan or cost analysis that alters the method of meeting the objectives of the standard(s) in the approved plan.

1.3 Payment Schedule

The maximum amount of grant assistance offered is \$ 1,417,319.10. An initial advance of 50% of the State Grant shall be made to the Grantee upon receipt by the Grantor of a signed Agreement. The Grantor shall make subsequent disbursements of 25% up to the total state grant amount in accordance with the following schedule:

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

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

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

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

Public Act 279 of 1984 states that the state shall take all steps necessary to assure that payment for goods or services, is mailed within 45 days after receipt of the goods or services, a

complete invoice for goods or services, or a complete contract for goods or services, whichever is later.

1.4 Monitoring and Reporting Program Performance

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

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

1. A description on progress toward compliance with standards 1-4, including a description of problems or delays, real or anticipated and any significant deviation from previously approved Compliance Plan submitted to the MIDC per PA93 of 2013 (Attachment A), which should be brought to the attention of the Grantor.
2. Specific standards compliance information as requested by MIDC and collected by the local system.
3. Local systems must provide complete compliance reporting. If a local system believes that it is unable to provide the compliance reporting as requested by MIDC, or that providing the requested information would pose an undue financial burden, the local system must take the following steps as to each requested performance metric that has asserted it is unable to provide:
 - a. Demonstrate that system stakeholders have reviewed requested performance metrics and assessed what is currently available and how to retrieve it. This should include documentation of conversations with court administrators, clerks, and IT employees or vendors, depending on whether it is an internally or externally provided system, as well as an assessment of data fields that could be added or repurposed to collect the requested data.
 - b. If these options do not enable the local system to provide the requested performance metrics, local systems must contact and work with MIDC Research staff to seek additional options or ideas.
 - c. Receive confirmation from MIDC Research staff and local Regional Manager that the data collection would constitute an undue financial or labor burden that is untenable within the initial year of the grant.

PART II - GENERAL PROVISIONS

2.1 Project Changes

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

2.2 Delegation

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

2.3 Program Income

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

2.4 Share-in-savings

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

2.5 Purchase of Equipment

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

2.6 Accounting

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with

budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.7 Records Maintenance, Inspection, Examination, and Audit

The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance must be reported by the Grantee to the Grantor by October 31 of each year as required under MCL 780.993, Sec. 13(15), as amended 12/23/18.

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

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

2.8 Competitive Bidding

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

3.0 Liability

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

3.1 Safety

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

3.2 General Indemnification

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

3.3 Failure to Comply and Termination

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

B. Termination for Convenience

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

3.4 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and

consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

3.5 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 to 37.2804, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

3.6 Unfair Labor Practices

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

3.7 Force Majeure

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

4.0 Certification Regarding Debarment

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

4.1 Illegal Influence

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

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of

any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

4.2 Governing Law

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

4.3 Compliance with Laws

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

4.4 Disclosure of Litigation, or Other Proceeding

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving a public defender office or attorney employed by a public defender office funded by Grantee that arises during the term of the Grant and involves: (a) a criminal Proceeding; (b) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Grantee's viability;

or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that an attorney practicing on behalf of a public defender office is required to possess in order to perform under this Grant.

4.6 Assignment

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

4.7 Entire Grant and Modification

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

4.8 Grantee Relationship

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

4.9 Dispute Resolution

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

5.0 Severability

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

5.1 Waiver

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

5.2 Signatories

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



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

2-19-19
Date



Loren Khogali, Executive Director
Michigan Indigent Defense Commission

2/21/19
Date

Jack Kleinhardt, Chairman, Board of Commissioners
Clare County

Date

Sharon Smith, Chairperson, Board of Commissioners
Gladwin County

Date

GRANT NO. 2019-24

ATTACHMENT A

COMPLIANCE PLAN NARRATIVE

Indigent Defense Delivery System before MIDC

Prior to the MIDC Act taking effect in July 2013, the Clare/Gladwin County Indigent Defense Attorneys were not required to seek additional training after passing the bar and being admitted to practice law in Michigan. If attorneys were interested in being placed on the list to represent indigent defendants, they were required to submit an application for review by the Chief Judge. If the attorney was in good standing in the State of Michigan and has an office within the district they were placed on the list. Court appointed attorneys would be appointed by the Judge or Magistrate in order of a roster unless the Defendant had a current pending case in Clare/Gladwin County. In the instance of a pending case, they would be appointed the same attorney as the pending case. In the event that a Defendant requests an attorney an attorney would be appointed if they are found financially eligible. It would be the determination of the Judge or Magistrate whether a Defendant is considered indigent by review of their income and expenses. If it was determined they were indigent an attorney would be appointed.

Attorneys were not required to be at first appearance. The Judge or Magistrate explained the charge, the possible penalties, discussed the constitutional rights with each defendant and then determined bail based on risk of flight or danger to the community by reviewing on the record anything deemed appropriate to evaluate the likelihood of danger or flight. In rare cases, the prosecutor or a defense attorney would be present to argue bail.

Experts and Investigators were appointed at the request of a defense attorney who made a motion to the Court. The defense attorney would have to explain the reason for an expert or an investigator and estimate the cost. The judge will either approve or deny the request for the investigator or expert and approve or deny the amount, based upon a finding of reasonableness. Expert or investigator invoices that had previously been approved by the court were submitted for payment with Attorney fee statements or as otherwise ordered by the Court. Attorneys are currently being paid a flat fee for each case assigned.

Transition if Funded

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

Clare and Gladwin Counties have not changed the process to which they deliver indigent defense services. Although, we do use the assigned counsel system and will transition our process once the plan and costs have been approved.

The indigent defense delivery system for the Clare/Gladwin funding units will be to maintain a typical assigned counsel system. There are six (6) attorneys serving as the primary counsel for the indigent adult criminal cases for each county. The system also maintains a conflict list, which will be

the attorneys listed as primary counsel for the opposite county. None of the attorneys are salaried employees of either funding unit. All attorneys will be paid per hour for time spent on an assigned case. The counties will place four (4) vacant positions on each list to allow for additional attorneys who may be interested in providing indigent defense services within Clare or Gladwin Counties.

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

Stakeholders

Karen Moore, Clare/Gladwin Court Administrator/Magistrate
Charles Hinman, Gladwin County Commissioner
Tracy L. Byard, Clare County Administrator
Aaron Miller, Gladwin County Prosecutor
Michelle Ambrozaitis, Clare County Prosecutor
Scott Moore, Defense Attorney
Steve Worpell, Gladwin County Magistrate
Karyn E. Tomczyk, Defense Attorney
Annette Howe, Defense Attorney
Nick MadaJ, Circuit and Probate Court Referee
Honorable Joshua Farrell, 80th District Court
Honorable Roy Melnk, 55th Circuit Court
Thomas Evans, Chief Assistant Prosecutor
Bryan Dunn, Jail Administrator
Karen Lipovsky, Chair, Clare County Board of Commissioners
Jack Kleinhardt, Vice-Chair, Clare County Board of Commissioners

Clare/Gladwin Indigent Defense Attorneys

Clare County (Conflict List for Gladwin County)

Izak J. Post, P77832
Dwight Carpenter, P42780
Donald Todd Diederich, P57429
Jeffrey J. Klaus, P59563
Austin R Roe, P56342
Karyn E. Tomczyk, P76403
Vacant
Vacant
Vacant
Vacant

Gladwin County (Conflict List for Clare County)

Scott Moore, P53609
Christopher R. Croker, P66913
Annette K. Howe, P67491
Rebecca Kreisher, P63993
Louis J. Willford, P22330
Dominic Grego, P71032
Vacant
Vacant
Vacant
Vacant

Standard 1 – Training and Education

Required Experience/Training

All attorneys covered under this plan have more than two years' experience and do not require additional training. Although, as part of this plan, it will be the responsibility of the Indigent Defense Administrator to provide the attorneys with training information if any of them are interested in additional training.

Continuing Education

All attorneys shall complete at least twelve hours of continuing legal education annually. There are 20 attorneys covered under this compliance plan, 10 for each county, which will require training.

The funding unit will ensure that the attorneys satisfy the twelve hours of continuing legal education during the compliance plan year, which will be monitored by the county's Indigent Defense Administrator. The courses taken to satisfy this requirement must be relevant to criminal defense. Each member on the Clare/Gladwin County attorney list that accepts criminal court assignments will participate in one of the two regional trainings each year presented by the Criminal Defense Attorneys of Michigan (CDAM) or will participate in statewide CDAM trainings for a total of at least 12 hours each year. Each attorney will be required to complete an evaluation for training. The evaluation forms will be provided by the Clare/Gladwin County Indigent Defense Administrator. The attorneys will have access to the State Appellate Defender Office's Criminal Defense Resource Center online training manuals. The attorneys will also have the opportunity to participate in online courses (webinars) offered by the National Association of Public Defense (NAPD).

Evaluations will be required for every training program. Attorneys will be told of the training objectives before the training, and be required to complete an evaluation at the conclusion of the training. The evaluations will include components related to the overall program and instructors but will also seek information as to whether the stated objectives have been met and whether the information will be useful to improve representation of clients.

Possible courses include:

1. a multi-day trial college offered by the criminal defense attorneys of Michigan (CDAM) <https://cdam.wildapricot.org/>
\$600 Double Room Accommodation
2. CDAM's "A is for Attorney" Program
<https://cdam.wildapricot.org/>
3. CDAM's Skills Training Course <https://cdam.wildapricot.org/>
4. CDAM's Summer Training <https://cdam.wildapricot.org/>
Non-CDAM Member - \$75.00

5. CDAM's Gideon's Promise Core 101 Summer Institute
http://www.gideons_promise.org/programs/core-101
6. CDAM Regional Conferences. *The Criminal Defense Attorneys of Michigan offer two regional trainings each year, and full attendance at one of those conferences will satisfy the 12-hour requirement pursuant to the Standard.*
https://cdam.wilda_pricot.org/event-2622778

Non-CDAM member - \$300.00

Room Cost -- \$99.00

Travel Cost to Boyne Mountain: Clare - .36 X 244 miles = \$87.84 Gladwin - .36 X 258 = \$92.88

Dinner Cost: \$19.00

7. CDAM's statewide trainings will count *towards* the 12-hour requirement.
8. ICLE Webinars such as: Alternatives to Incarceration; Arraignment; Attorney/Client Relation; Case/Statutory/Other Updates; Collateral Consequences; Crimes; Defenses; Discovery/Investigation; Drunk Driving and Drunk Driving Updates; Evidence; Expungement; Medical Marijuana Updates; Motions; Pleas and Plea Agreements; Preliminary Examination; Pretrial Conferences; Probation and Probation Violation Hearings; Sentencings in Circuit and District Court, and Trial practices. Up to \$250.00 per webinar for non-ICLE members
9. Trainings provided by SADO's Criminal Defense Resource Center will count *towards* the 12-hour requirement in Standard 1.
10. Trainings provided by the State Bar of Michigan's Criminal Law Section will count *towards* the 12-hour requirement in Standard 1.
11. The MIDC may conduct at least 12 hours and up to 24 hours of training each year that will count *towards* the 12-hour requirement in Standard 1.

Cost of registration/tuition (rate of no more than \$25 per credit hour)

Training will be funded through compliance plans submitted by the local delivery system or other mechanism that does not place a financial burden on assigned counsel.

Travel:

Travel will be provided at the amount of .36 per mile (see <http://court.mi.gov/>).

Other Expenses such as meals will be provided at a reasonable rate. Webinars:

National Association for Public Defense (an annual rate of \$20/per criminal defense attorney for membership and access to programming.)

Michigan State Appellate Defender Office (an annual rate of \$50/per criminal defense attorney for membership and access to programming.)

Cost Analysis

We are basing our cost analysis off 10 attorneys attending this fall's CDAM conference at Boyne Mountain.

Clare County - 10 attorneys X \$300 for CDAM Fall seminar= \$3,000, Clare - travel .36 a mile 244 (round trip from Harrison to Boyne Mountain) = 87.84 X (10 lawyers)= \$870.84, meals 19.00 X 2 = 38 X 10 = \$380.00, Room Rate \$99.00 X 10 = \$990.00

Gladwin County - 10 attorneys X \$300 for CDAM Fall seminar= \$3,000, Clare - travel .36 a mile 258 (round trip from Harrison to Boyne Mountain)= \$92.88 X (10 lawyers)= \$928.80, meals 19.00 X 2 = 38 X 10 = \$380.00, Room Rate \$99.00 X 10 = \$990.00

For the Courts new lawyer program we will be sending our new lawyers with two years or less experience to the CDAM trial college. Which is currently zero lawyers and at any given time could be four (4) lawyers = \$600 Trial College X 4 Lawyers = \$2400/County

Clare County – Total cost for SADO/CDRC 10 attorneys X \$50 = \$500

Gladwin County – Total cost for SADO/CDRC 10 attorneys X \$50 = \$500

Clare County - Total cost for education programs \$5,240.84 + (new lawyer program \$200 to set up) + \$2400.00 + SADO/CDRC at \$500 = approximately \$8,140.84

Gladwin County - Total cost for education programs \$5,298.80 + (new lawyer program \$200 to set up) + \$2400.00 + SADO/CDRC at \$500 = approximately \$8,398.80

Standard 2 – Initial Interview

In Clare and Gladwin County, attorneys will be required to meet with their appointed client within three business days after the appointment of counsel. The Court will verify the defendant's telephone number and address so that the attorney can contact their client within the allotted time. An appointment is requested at the time of the arraignment by either the arraignment attorney or the defendant. Appointments are made based on the Courts finding of indigency and attorneys are appointed in a rotating schedule unless the Defendant has a pending case in Clare/Gladwin County in which case the Defendant is appointed the same attorney as he/she currently has.

The Defense attorney is required to be present at the initial interview and on a continuing basis to evaluate their client's competency and progress in the case. Confidential space is made available in the Clare/Gladwin County Building and jail for attorneys to meet with their clients.

The Court creates a packet of relevant documents such as charging documents, recommendations, reports concerning pretrial release, and discovery material obtained by the prosecutor's office that follows each Defendant through their court process. These packets are created at the time of arraignment and are given first to the arraignment attorney and then to any appointed or retained attorney as soon as appointment is made or an attorney's appearance is filed.

In the Clare/Gladwin County Courts an arraignment attorney will meet with defendants before arraignment. The arraignment attorney will obtain information about pretrial release such as significant medical issues, education, work history, financial resources, marital status, dependents, other family and community ties, housing, criminal history, any ongoing cases, parole or probation status, and citizenship or immigration status. At the time of the initial interview by the appointed attorney, the attorney puts all notes and information they have gathered from the Defendant into the packet, the attorney will have reviewed all of that information and be well informed about the client. This will allow the appointed attorney more time to discuss pertinent information and to develop a strategy earlier on in the process.

Attorneys are currently compensated at the rate \$300 - \$700 per case for representation. Attorneys are also paid additionally for trials and specific hearings. With this change attorneys will be paid at an hourly rate of \$65/ hour for arraignments and \$90/hour for all others. Bills will be submitted to the Court within a week once arraignments are finished. The Indigent Defense Administrator will review the statements for reasonableness of fees and will either approve the bill and the county treasurer makes payments or determines that fees were not reasonable and adjusts the bill.

Each defense attorney is required to take appropriate action to inform the Court of language barriers or other communications differences. Such steps will include seeking the appointment of an interpreter to assist with every step of the criminal process, including pretrial preparation, interviews, investigation, and in-court proceedings.

Confidential space will be provided for attorney-client interviews at the Clare and Gladwin County jails. Attorneys may not be able to meet with their clients immediately if their clients are still incarcerated because of jail staffing levels. It will be helpful to have additional staff (Clare/Gladwin County) in order to allow for more immediate access to clients. It is also important to have one new full time Corrections Officer for Gladwin County and one part time Corrections

Officer for Clare County to help during arraignments and attorney visits. Currently, the Court must stop in-custody attorney visitation so that the jail may give in-custody individuals meals. This causes the docket to be needlessly delayed which then causes defendants to wait longer and attorneys to spend more time unnecessarily in the Court. With the meeting requirements and the additional space for attorneys to meet with clients the additional staff will be responsible for transport of inmates from their cell to the client rooms, monitoring those rooms while occupied as well as transport to and from the courthouse along with attending arraignments. A portable polycom will also be needed for the Clare and Gladwin County jails. There is one polycom in each jail that is stationed in one of the attorney rooms. We are suggesting a portable polycom to be used by inmates to converse with their attorneys when the other polycom is in use during arraignments.

Attorney client rooms will be provided at the Clare and Gladwin County courthouses. There are two rooms located on the main floor of the Clare County courthouse and one on the 1st and 3rd floor of the Gladwin County courthouse. Those rooms are equipped with a table and chairs. Attorney client rooms within the courthouses in both counties will need to have video cameras installed.

Cost Analysis

The average attorney fees for Clare County District Court for 2010, 2011, and 2012 is \$108,837.68. The average attorney fee revenue for Clare County District Court 2010, 2011, and 2012 is \$129,253.49. The average attorney fees for Clare County Circuit Court for 2010, 2011, and 2012 is \$175,932.33. The average paid by the County for 2010, 2011, and 2012 is $\$108,837.68 + \$175,932.23 - \$129,253.49 = \$155,516.42$.

The average attorney fees for Gladwin County District Court for 2010, 2011, and 2012 is \$65,009.33. The average attorney fee revenue for Gladwin County District Court 2010, 2011, and 2012 is \$77,729.01. The average attorney fees for Gladwin County Circuit Court for 2010, 2011, and 2012 is \$128,722.84. The average fee revenue for Gladwin County Circuit Court 2010, 2011 and 2012 is \$40,085.26. The average paid by the County for 2010, 2011, and 2012 is $\$193,732.17 - \$117,814.27 = \$75,917.90$.

However, the Clare/Gladwin County Court is suggesting an increase in the amount paid for court appointed attorney from \$500/case to \$65/hour for arraignments and \$90/hour beyond the arraignments. It would stand to reason that defendants would still pay what they were paying in previous years, so the fees would increase but the revenue would stay the same.

With the increase in costs for Clare County District Court it would be an increase of 272.14% of $\$108,837.68 = \$296,187.32 + \$108,837.68 = \$405,025.00 - \$129,253.49 =$

\$275,771.51.

With the increase in costs for Gladwin County District Court it would be an increase of 430.85% of \$65,009.33 = \$280,090.67, \$280,090.67 + \$65,009.33 = \$345,100.00 - \$77,729.01 = \$267,370.99.

With the increase in costs for Clare County Circuit Court it would be a 164.23% of \$175,932.23 = \$288,937.67, \$288,937.67 + \$175,932.33 = \$464,870

With the increase in costs for Gladwin County Circuit Court it would be an increase of 174.75% of \$128,722.84 = \$224,944.78, \$224,944.78 + \$128,722.84 = \$353,667.62 - \$41,085.26 = \$312,582.36.

The total for court appointed attorney fees, calculated from 2016 figures, for both Clare County courts with the increase of court appointed attorney fees after Defendants contribution to payment would be \$275,771.51 + \$464,870 = \$740,641.51

The total for court appointed attorney fees, calculated from 2016 figures, for both Gladwin County courts with the increase of court appointed attorney fees after Defendants contribution to payment would be \$267,370.99 + \$312,582.36 = \$579,953.35

A part-time Corrections Officer for Clare County at regular wages would be \$14,404. The Jail is suggesting an additional Corrections Officer for the jail at a cost of \$15,909.17.

A full-time Corrections Officer for Gladwin County at regular wages would be \$29,328. The Jail is suggesting an additional Corrections Officer for the jail at a cost of \$29,328 plus benefits for a total of \$51,607.63.

Additional corrections staff is important to the implementation of MIDC standards 2, 3, and 4. Under standard 2, attorneys are required to meet with their appointed client within three business days of their appointment. Most attorneys on the court appointed list have full schedules that include both appointed and retained clients. At current staffing levels, attorneys are sometimes forced to wait to see incarcerated defendants. This is because there are not enough officers to insure the safety of the attorneys, while the officers also handle all of their normal job duties. This is especially true during meal times, during inmate transfers to court, when more than one attorney is trying to meet with a client, and when the Polycom system is in use. With the added time requirement deadline under standard 2, more staff is needed to insure that attorneys will have quick access to their clients. If attorneys are not able to meet with their clients in a reasonable time, it will be difficult for them to comply with this standard, and to meet all of their other existing obligations. Under MIDC standard 3, appointed defense attorneys may request an investigator or expert when it is reasonably necessary for the case. Once standard 3 goes into effect, attorneys will be more aware of the availability and necessity of experts and investigators. The increased use of these resources will

likely lead to additional inmate visitation from attorneys, investigators, and experts. It is foreseeable that more investigators and experts will need to meet with incarcerated defendants. Further, attorneys may have additional meetings with clients, after receiving reports and information from the investigators. This added client visitation will require more corrections staff.

Under MIDC standard 4, indigent defendants will be entitled to counsel at their first appearance in court. Currently, the vast majority of defendants are not represented at their initial appearance. If the attorney appointed to represent the client at the first appearance needs to meet with an incarcerated inmate prior to their first court date, that meeting will likely take place at the jail. This process will potentially add over a thousand attorney client visits that never occurred in prior years. Furthermore, the jail has never had to staff for this amount of visits, and are not equipped to handle the increase without additional employees.

The approximate cost of a new Poly Com unit for the Clare County Jail would be \$3,820.00 including installation.

Both the Clare and Gladwin County Courts are requesting the installation of video cameras for the attorney/client interview rooms at a cost of \$3,264.67/ county for a total cost of \$3,264.67

The Indigent Defense Administrator will be responsible for oversight of the complete program with the exception of the budgeting. They will be responsible for ensuring that all attorneys have met the training requirements, is meeting the allotted amount of hours with their clients, Clare and Gladwin County will share a contracted Indigent Defense Administrator at a cost of \$15,000/County. Total would be \$30,000/year.

Standard 3 – Experts and Investigators

Current or Existing Process

Appointed defense attorneys may request an investigator or expert when it is reasonably necessary for case. The request is made by motion. The defense attorney explains why an expert or investigator is reasonably necessary and also the estimated cost. The judge will either approve or deny the request for investigator or expert and also approve or deny the amount, based on a finding of reasonableness. Experts or investigators that had previously been approved by the court are submitted for payment with attorney fee statements. Therefore, there is no way of tracking the amount of investigators or experts fees that were paid for.

Changes and Enhancements

An Independent Review Process will be established for the request of experts or investigators. The decision will be removed to allow experts and investigators from the Court and place into the hands of the Indigent Defense Administrator.

Employ licensed investigators as needed to comply with Standard 3 or contract with investigators or expert witnesses identified as necessary to assist with the defense of an indigent client. Require a line item expense for this purpose.

Defense Counsel is in need of an investigator in not only complex cases, but also can be used in any case when necessary. Investigators would be helpful in order to go to the scene of the alleged crime to get a better view of the scene and be able to inform and assist the attorney as to the layout of the crime scene. Further, any and all witnesses that would be called by the prosecution would be interviewed by the investigator, and if the witness were to change their testimony, the investigator could be used as a rebuttal witness. Investigators are also helpful to the defense in obtaining statements from defense witnesses, and can summarize potential witnesses' testimony, which would assist the defense in trial preparation, and assist defense counsel in developing questions for cross-examination, and direct examination.

Hire an investigator for average of \$40 to \$60 an hour to help defense attorneys with interviewing witnesses and assist with cases in general.

Cost Analysis

Based on the fact that experts and investigators have not been tracked, we would estimate that a cost for expert witnesses at \$4,500.00 per year for District Court and Circuit Court and a cost of \$5,500.00 for private investigators for District and Circuit Court in each county. The total cost for witnesses, experts and investigators would be estimated at \$10,000.00 per county.

Standard 4 - Counsel at First Appearance and other Critical Stages

Arraignments in Clare County are conducted on Tuesday mornings each week and Gladwin County arraignments are held Wednesday and Thursday mornings, or as needed on a daily basis. The court will have counsel available in person in the courthouse to handle arraignments for one (four-hour) session each week, or as needed, on an hourly basis, for a total maximum of 6 hours per week per county. Each county will appoint an attorney that will be responsible for appointing counsel from a rotating attorney list.

Cost Analysis

The Courts will need approximately \$88,335.00 for Clare County and \$72,865 for Gladwin County per year in attorney fees for attorneys appearing at arraignments. The Court also will need incidental clerk time and supplies. An iPad will also be needed for the Indigent Defense Administrator at approximately \$625

Indigent Defense System Budget
Grant Year October 1, 2018 - September 2019

Funding Unit Name (s)

Clare Gladwin Counties

| Personnel | Position | Calculation hours and rate | Total | State Grant | Local Share | Other Funding Sources | Total |
|--------------------------|------------------------|-------------------------------|------------------|------------------|-----------------|-----------------------------|------------------|
| TBD Clare County | PT corrections officer | \$13.85 X 1040 hrs | 14,404.00 | 14,404.00 | | | 14,404.00 |
| TBD Gladwin County | FT corrections officer | \$15.34 X 2080 hrs | 31,907.20 | 28,902.74 | 3,004.46 | | 31,907.20 |
| administrative assistant | | \$19.37 x 208 hrs | 4,029.00 | 4,029.00 | | | 4,029.00 |
| Category Summary | | | 50,340.20 | 47,335.74 | 3,004.46 | 0.00 | 50,340.20 |

| Fringe Benefits | Percentage | Amount | State Grant | Local Share | Other Funding Sources | Total |
|-------------------------|---------------|------------------|------------------|-----------------|-----------------------------|------------------|
| employer FICA | 6.20% | 1,203.05 | 1,203.05 | | | 1,203.05 |
| Medicare | 1.45% | 281.36 | 281.36 | | | 281.36 |
| unemployment | 1.30% | 187.25 | 187.25 | | | 187.25 |
| workers compensation | 1.50% | 216.06 | 216.06 | | | 216.06 |
| PT Admin Fringe | | 1,353.54 | 1,353.54 | | | 1,353.54 |
| employer FICA | 6.20% | 1,978.25 | 1,978.25 | | | 1,978.25 |
| Medicare | 1.45% | 462.65 | 425.26 | 37.39 | | 462.65 |
| retirement | 8.00% | 2,552.58 | 2,419.56 | 133.02 | | 2,552.58 |
| hospital insurance | | 16,273.05 | 15,356.00 | 917.05 | | 16,273.05 |
| dental insurance | | 665.00 | 665.00 | | | 665.00 |
| vision insurance | | 168.00 | 168.00 | | | 168.00 |
| unemployment | 1.30% | 414.79 | 331.00 | 83.79 | | 414.79 |
| workers compensation | 4.00% | 1,276.29 | 1,035.28 | 241.00 | | 1,276.29 |
| life insurance | | 61.20 | 61.20 | | | 61.20 |
| Category Summary | 25.20% | 27,093.07 | 25,680.81 | 1,412.25 | 0.00 | 27,093.06 |

Contractual

| Contracts for Attorneys | Services Provided | Calculation | Total | State Grant | Local Share | Other Funding Sources | Total |
|--------------------------------|-------------------|------------------|--------------|--------------|-------------|-----------------------|--------------|
| Indigent Defense Administrator | admin | \$100/hr | 80,000.00 | 80,000.00 | | | 30,000.00 |
| Appointed attorneys | representation | 14673.27 hr x 90 | 1,410,421.42 | 1,225,576.47 | 184,844.96 | | 1,481,794.86 |

| | | | | | | | |
|------------------|--|--|--------------|--------------|------------|------|--------------|
| Category Summary | | | 1,490,421.42 | 1,305,576.47 | 184,844.96 | 0.00 | 1,490,421.43 |
|------------------|--|--|--------------|--------------|------------|------|--------------|

| Contracts for Experts and Investigators | Services Provided | Calculation | Total | State Grant | Local Share | Other Funding Sources | Total |
|---|-------------------|-------------|-----------|-------------|-------------|-----------------------|-----------|
| investigators | misc services | 75/hr x 120 | 9,000.00 | 9,000.00 | | | 9,000.00 |
| expert witnesses | misc services | MIOC rates | 11,000.00 | 11,000.00 | | | 11,000.00 |

| | | | | | | | |
|------------------|--|--|-----------|-----------|------|------|-----------|
| Category Summary | | | 20,000.00 | 20,000.00 | 0.00 | 0.00 | 20,000.00 |
|------------------|--|--|-----------|-----------|------|------|-----------|

| Contracts for Construction Projects | Services Provided | Calculation | Total | State Grant | Local Share | Other Funding Sources | Total |
|-------------------------------------|--------------------|-------------|-----------|-------------|-------------|-----------------------|-----------|
| Cross Timbers Construction | jail conf rm Clare | | 23,850.00 | | 23,850.00 | | 23,850.00 |
| electric work | install speakers | | 258.00 | | 258.00 | | 258.00 |
| A S C. Security Systems | install cameras | | 3,264.67 | | 3,264.67 | | 3,264.67 |
| Veterans Alarm Inc | install cameras | | 2,788.90 | | 2,788.90 | | 2,788.90 |

| | | | | | | | |
|------------------|--|--|-----------|------|-----------|------|-----------|
| Category Summary | | | 30,161.57 | 0.00 | 30,161.57 | 0.00 | 30,161.57 |
|------------------|--|--|-----------|------|-----------|------|-----------|

| Contracts Other | Services Provided | Calculation | Total | State Grant | Local Share | Other Funding Sources | Total |
|-----------------|-------------------|-------------|-------|-------------|-------------|-----------------------|-------|
|-----------------|-------------------|-------------|-------|-------------|-------------|-----------------------|-------|

Category Summary 0.00 0.00 0.00 0.00 0.00

| Equipment | Vendor | Calculation | Total | State Grant | Local Share | Other Funding Sources | Total |
|-------------------------|--------|-------------|-----------|-------------|-------------|-----------------------|-----------|
| lpad | | | 625.00 | | | 625.00 | 625.00 |
| Jail polycom - Clare | | | 3,892.99 | | | 3,892.99 | 3,892.99 |
| video cameras - Clare | | | 3,264.67 | | | 3,264.67 | 3,264.67 |
| sound masking speaker | | | | | | | |
| video cameras - Gladwin | | 2x102.52 | 205.04 | | | 205.04 | 205.04 |
| auto door bottom sweep | | | 2,788.90 | | | 2,788.90 | 2,788.90 |
| Category Summary | | 4x40 | 160.00 | | | 160.00 | 160.00 |
| | | | 10,936.60 | 0.00 | 10,936.60 | 0.00 | 10,936.60 |

| Training/Travel | Vendor | Calculation | Total | State Grant | Local Share | Other Funding Sources | Total |
|----------------------------|--------|-------------|-----------|-------------|-------------|-----------------------|-----------|
| NAPD membership | NAPD | 20x20 | 400.00 | 400.00 | | | 400.00 |
| CDAM conference attendance | CDAM | | | | | | |
| | | 300x20 | 6,000.00 | 6,000.00 | | | 6,000.00 |
| | | 20x99x2 | 3,960.00 | 3,960.00 | | | 3,960.00 |
| | | 19x2x20 | 760.00 | 760.00 | | | 760.00 |
| | | .36x244x20 | 2,880.56 | 1,806.08 | 1,074.48 | | 2,880.56 |
| Trial college | CDAM | 600x8 | 4,800.00 | 4,800.00 | | | 4,800.00 |
| SADO/CDRC | SADD | 50x20 | 1,000.00 | 1,000.00 | | | 1,000.00 |
| Category Summary | | | 19,800.56 | 18,726.08 | 1,074.48 | 0.00 | 19,800.56 |

| Supplies/Services | Vendor | Calculation | Total | State Grant | Local Share | Other Funding Sources | Total |
|-------------------|--------|-------------|--------------|--------------|-------------|-----------------------|--------------|
| Category Summary | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Budget Total | | | 1,648,753.42 | 1,417,319.10 | 231,434.32 | 0.00 | 1,648,753.42 |

ATTACHMENT 6

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
VEHICLE AND TRAVEL SERVICES (VTS)
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED
EMPLOYEES
Effective January 1, 2019

MICHIGAN SELECT CITIES *

| | Individual | Group Meeting pre-arranged and approved |
|-----------|------------|---|
| Lodging** | \$85.00 | \$85.00 |
| Breakfast | \$10.25 | \$13.25 |
| Lunch | \$10.25 | \$13.25 |
| Dinner | \$24.25 | \$27.25 |

MICHIGAN IN-STATE ALL OTHER

| | Individual | Group Meeting pre-arranged and approved |
|-----------|------------|---|
| Lodging** | \$85.00 | \$85.00 |
| Breakfast | \$ 8.50 | \$11.50 |
| Lunch | \$ 8.50 | \$11.50 |
| Dinner | \$19.00 | \$22.00 |
| Per Diem | \$87.00 | |
| Lodging | \$51.00 | |
| Breakfast | \$ 8.50 | |
| Lunch | \$ 8.50 | |
| Dinner | \$19.00 | |

OUT-OF-STATE SELECT CITIES *

| | Individual | Group Meeting pre-arranged and approved |
|-----------|-----------------------|---|
| Lodging** | Contact Conlin Travel | Contact Conlin Travel |
| Breakfast | \$13.00 | \$16.00 |
| Lunch | \$13.00 | \$16.00 |
| Dinner | \$25.25 | \$28.25 |

OUT-OF-STATE ALL OTHER

| | Individual | Group Meeting pre-arranged and approved |
|-----------|-----------------------|---|
| Lodging** | Contact Conlin Travel | Contact Conlin Travel |
| Breakfast | \$10.25 | \$13.25 |
| Lunch | \$10.25 | \$13.25 |
| Dinner | \$23.50 | \$26.50 |
| Per Diem | \$97.00 | |
| Lodging | \$51.00 | |
| Breakfast | \$10.25 | |
| Lunch | \$10.25 | |
| Dinner | \$23.50 | |

Incidental Costs (per overnight stay) \$5.00

Mileage Rates

| | |
|---------------|------------------|
| Premium Rate | \$0.580 per mile |
| Standard Rate | \$0.340 per mile |

*See Select High Cost City Listing

**Lodging available at State Rate, or call Conlin Travel at 877-654-2179 or www.somtravel.com

**DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
 VEHICLE AND TRAVEL SERVICES (VTS)
 SELECT HIGH COST CITY LIST
 TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED and UNCLASSIFIED EMPLOYEES EFFECTIVE
 January 1, 2019**

Michigan Select Cities / Counties

| Cities | Counties |
|---|------------------------------------|
| Ann Arbor, Auburn Hills, Detroit, Grand Rapids, Holland, Leland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City | Grand Traverse Oakland Wayne |

Out of State Select Cities / Counties

| State | City / County | State | City / County |
|-------------|--|---------------|---|
| Arizona | Phoenix, Scottsdale, Sedona | Maryland | Baltimore City, Ocean City (Counties of Montgomery & Prince Georges) |
| California | Los Angeles (Counties Los Angeles, Orange, Mendocino & Ventura) Edwards AFB, Arcata, McKinleyville, Mammoth Lakes, Mill Valley, San Rafael, Novato, Monterey, Palm Springs, San Diego, San Francisco, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park | Massachusetts | Boston (Suffolk County), Burlington Cambridge, Woodburn Martha's Vineyard |
| Colorado | Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail | Minnesota | Duluth, Minneapolis/St. Paul (Hennepin and Ramsey Counties) |
| Connecticut | Bridgeport, Danbury | Nevada | Las Vegas |
| DC | Washington DC, Alexandria, Falls Church, Fairfax (Counties of Arlington & Fairfax in Virginia) (Counties of Montgomery & Prince George's in Maryland) | New Mexico | Santa Fe |
| Florida | Boca Raton, Delray Beach, Fort Lauderdale, Jupiter, Key West | New York | Lake Placid, Manhattan (boroughs of Manhattan, Brooklyn, Bronx, Queens and Staten Island), Melville, New Rochelle, Riverhead, (Suffolk County), Ronkonkoma, Tarrytown, White Plains |
| Georgia | Brunswick, Jekyll Island | Ohio | Cincinnati |
| Idaho | Ketchum, Sun Valley | Pennsylvania | (Bucks County) Pittsburgh |
| Illinois | Chicago (Cook & Lake Counties) | Rhode Island | Bristol, Jamestown, Middletown, Newport (Newport County), Providence |
| Kentucky | Kenton | Texas | Austin, Dallas, Houston, LB Johnson Space Center |
| Louisiana | New Orleans | Utah | Park City (Summit County) |
| Maine | Bar Harbor, Kennebunk, Kittery, Rockport, Sanford | Vermont | Manchester, Montpelier, Stowe (Lamoile County) |
| | | Virginia | Alexandria, Falls Church, Fairfax |
| | | Washington | Port Angeles, Port Townsend, Seattle |
| | | Wyoming | Jackson, Pinedale |