



# MICHIGAN INDIGENT DEFENSE COMMISSION

Date: Tuesday, October 11, 2022, Time: 11:00 a.m.  
Michigan Bankers Association  
507 S. Grand Ave, Lansing, MI 48933

## MEETING AGENDA

1. Call to Order
2. Roll call and opening remarks
3. Introduction of Commission members and guests
4. Public comment
5. Additions to agenda
6. Consent agenda (**action item**)
  - June 21, 2022 Meeting Minutes
  - August 23, 2022 Meeting Minutes (reflecting no quorum)
7. Chair Report
  - Committee Assignments: New Commissioner
8. Executive Director Report
9. Commission Business
  - a. Standing Committee Report
    - i. Executive Committee – *Christine Green, Chair*
      - o Standards pending approval by LARA
    - ii. Legislation and Court Rules Committee – *John Shea, Chair*
    - iii. Ad hoc Committees
      - o Line Item Veto – *Tom McMillin, Committee Chair*
  - b. FY24 Budget Request (operations and grants) (**action item**)
  - c. Mecosta County/Northern Michigan Pilot Project Update – *Michael Naughton, Traverse City*
  - d. Regional Update: Mid Michigan – *Barbara Klimaszewski, Regional Manager*

~ break for lunch ~

- e. MIDC Standards Implementation
  - i. FY22 Compliance Planning
    - o Status updates and final quarterly reporting due
    - o System assessment process
      - Update on system compliance – Muskegon County
    - o Plan changes (action items)
      - Jackson County
      - Isabella County
    - o Budget adjustments (information items)
- f. FY23 Compliance Planning
  - i. Overview of FY23 submissions
    - o Cost Analysis Revision (action item)
      - Alcona County
  - ii. FY23 Contract Distribution
    - o Vendor/sub recipient terms (action item)
  - iii. Senior Staff Recommendations for resubmissions (action items)
    - o Approve cost analysis (plan previously approved):
      1. Charlevoix County
      2. Crawford County
      3. D 22 Inkster
      4. D 30 Highland Park
      5. D 40 City of St Clair Shores
      6. Newaygo County
      7. Oceana County
    - o Approve plan and approve cost analysis:
      8. Alger County
      9. Cheboygan County
      10. Chippewa County
      11. Delta County
      12. Emmet County
      13. Iron County
      14. Muskegon County
      15. Oakland County
      16. Otsego County

17. Wexford/Missaukee Counties

- Partially approve cost analysis (plan previously approved):

18. Saginaw County

- Approve plan and partially approve cost analysis:

19. City of Farmington

10. Adjourn

Next meeting: December 20, 2022, beginning at 11:00 a.m. in Lansing

*Online Access: For members of the public who wish to join the meeting online, please email Marcela Westrate at [WestrateM1@michigan.gov](mailto:WestrateM1@michigan.gov) or call (517) 648-3143 to request a Zoom link. This link will be provided in the morning before the meeting begins.*

## Michigan Indigent Defense Commission Meeting Minutes

The meeting was held in person at the Michigan Bankers Association building in Lansing, Michigan. Remote access via Zoom was available for Commissioners and, upon request, for members of the public. The MIDC website and meeting notice included information for members of the public on how to contact the MIDC to obtain the Zoom link for participation. Commissioners were able to participate remotely if they qualified for an exemption under the Open Meetings Act or if they requested an accommodation under the Americans with Disabilities Act, 42 USC 12131 *et. seq.*, and Rehabilitation Act, MCL 395.81 *et. seq.*, pursuant to Attorney General Opinion No. 7318.

**June 21, 2022**

**Time: 9:00 am**

Michigan Bankers Association  
507 S. Grand Ave, Lansing, MI 48933

### **Commission Members Participating**

The following members participated in person:

- Joshua Blanchard
- Tracy Brame
- Kimberly Buddin
- Paul Bullock
- Hakim Crampton
- Andrew DeLeeuw
- Judge James Fisher
- David Jones
- James Krizan
- Debra Kubitskey
- Margaret McAvoy
- John Shea
- William Swor
- Rob VerHeulen

The following member requested an accommodation under the Americans with Disabilities Act to participate via Zoom:

- Gary Walker (Chocolay Township, Marquette County, Michigan)

The following Commissioners were absent:

- Chair Christine Green
- Tom McMillin
- Cami Pendell
- Judge Robinson Garrett

In Chair Green's absence, Presiding Officer Tracy Brame called the Michigan Indigent Defense Commission ("MIDC" or "the Commission") meeting to order at 9:05 am. Guests were invited to introduce themselves.

### **Additions to the agenda**

Commissioner McAvoy moved that the agenda be amended to include "1. Call to Order" and that the remaining items be renumbered. Judge Fisher seconded. The motion carried.

### **Public Comment**

The following individuals provided public comment:

- Matthew Knecht
- Kristine Longstreet
- Jill Tines
- Angela Peterson
- Robin Dillard-Russaw
- Alexi Shalom
- Brandon Mancilla
- Michael Davisson
- Andrew Sullivan

### **Approval of the Agenda**

Judge Fisher moved that the agenda be adopted as previously amended. Commissioner DeLeeuw seconded. The motion carried.

### **Consent Agenda**

Commissioner Blanchard moved that the consent agenda containing the minutes from April 19, 2022 be approved. Commissioner Kubitskey seconded. The motion carried.

### **Chair Report**

Presiding Officer Brame provided an update on the mediation with the City of Hazel Park. Mediation took place in June. Kristen Staley and Marla McCowan provided details about the mediation settlement.

Commissioner VerHeulen moved that the FY22 compliance plan and cost analysis for the City of Hazel Park be adopted as amended during mediation. Judge Fisher seconded. The motion carried.

Judge Fisher moved that the proposed mediation settlement agreement between the MIDC and the City of Hazel Park be approved. Commissioner Blanchard seconded. The motion carried.

Presiding Officer Brame announced assignments made by Chair Green to the committee on Court Rules and Legislative Changes. The committee will consist of the following members: Commissioners Shea (Chair), Blanchard, Brame, Buddin, Krizan, McAvoy, VerHeulen, and Pendell.

**Executive Director Report**

Ms. Staley introduced new Grant Analyst Bradley Sheaffer who began employment with the MIDC on June 13. Research Associate Christopher Sadler left the MIDC in May to become the Research Director for the North Carolina Indigent Defense Services. Ms. Staley provided an update on staff's activities and on the FY23 appropriations process.

**Commission Business****Standing Committee Reports**

Ms. Staley provided an update amount the Memorandum of Understanding between the MIDC and the Department of Licensing and Regulatory Affairs (LARA). She also provided an update about the standards pending before LARA for the Director's approval.

**Regional Update**

Susan Prentice-Sao, Regional Manager for the MIDC's Western Michigan region, presented an overview of the activities in her region.

**Additional Public Comment**

Russell Church provided public comment.

**Compliance Planning and MIDC Standards Implementation****FY22 Compliance Planning**

Ms. McCowan provided an update on FY22 compliance. Regional Managers are working to assess compliance with Standard 5, which is required 180 days after funding is distributed.

Grants Director Rebecca Mack and Ms. Prentice-Sao continued to work with Muskegon County to bring the county into compliance. Staff extended the time for full compliance and will continue to support the county.

**FY23 Compliance Planning**

Ms. McCowan provided an overview of the FY23 plans and cost analyses submitted by the systems.

The Increase to Direct Costs in Compliance Plans Committee met. Commissioner Swor and Ms. McCowan provided an update about the meeting.

The General Increases in Compliance Plans Committee met. Ms. McCowan provided an update about the meeting in Chair Green's absence.

MIDC staff recommends that the plan and cost analyses for Oakland County be disapproved. Commissioner Bullock moved that the staff recommendation be adopted and that the plan and cost analysis for Oakland County be disapproved. Commissioner Walker seconded. The motion carried.

Ms. McCowan provided an overview of the following systems' submissions; MIDC staff recommends that the plans and cost analyses submitted by these systems be disapproved:

Alger County  
 Cheboygan County  
 Chippewa County  
 Delta County  
 47<sup>th</sup> District Court - City of Farmington

Emmet County  
 Iron County  
 Muskegon County  
 Otsego County  
 Wexford/Missaukee Counties

Commissioner McAvoy moved that the plans and cost analyses for the 10 systems listed above be disapproved. Commissioner Buddin seconded. The motion carried.

Ms. McCowan provided an overview of the following systems' submissions; MIDC staff recommends that the plans for these systems be approved and that the cost analyses be disapproved:

Charlevoix County  
 Crawford County  
 22<sup>nd</sup> District Court - Inkster  
 30<sup>th</sup> District Court - Highland Park

40<sup>th</sup> District Court - City of St Clair Shores  
 Newaygo County  
 Oceana County  
 Saginaw County

Commissioner Swor moved that the compliance plans for the eight systems listed above be approved and that the cost analyses be disapproved. Judge Fisher seconded. The motion carried.

Ms. McCowan provided an overview of the submissions by the 101 systems listed below; MIDC staff recommends that the compliance plans and cost analyses for these systems be approved:

Antrim County  
 Clinton County  
 16<sup>th</sup> District Court - Livonia  
 17<sup>th</sup> District Court - Township of Redford  
 19<sup>th</sup> District Court - Dearborn  
 20<sup>th</sup> District Court - Dearborn Heights  
 21<sup>st</sup> District Court - Garden City  
 23<sup>rd</sup> District Court - Taylor  
 24<sup>th</sup> District Court - Allen Park  
 27<sup>th</sup> District Court - Wyandotte  
 28<sup>th</sup> District Court - City of Southgate  
 29<sup>th</sup> District Court - City of Wayne  
 31<sup>st</sup> District Court - Hamtramck  
 32a District Court - City of Harper Woods  
 33<sup>rd</sup> District Court - Woodhaven  
 34<sup>th</sup> District Court - Romulus  
 35<sup>th</sup> District Court - Canton  
 Grosse Pointe Farms/Shores  
 Grosse Pointe Municipal  
 Grosse Pointe Park  
 18<sup>th</sup> District Court - City of Westland  
 25<sup>th</sup> District Court City of Lincoln Park

36<sup>th</sup> District Court - City of Detroit  
 39<sup>th</sup> District Court - Roseville and Fraser  
 41-a-2 District Court - Shelby Twp  
 41b District Court - Clinton Township  
 43-1 District Court - City of Hazel Park  
 43-2 District Court City of Ferndale  
 44<sup>th</sup> District Court - City of Royal Oak  
 45<sup>th</sup> District Court - City of Oak Park  
 48<sup>th</sup> District Court - Birmingham  
 50<sup>th</sup> District Court - Pontiac  
 51<sup>st</sup> District Court - Waterford  
 62A District Court Wyoming (covers 59-1,  
 59-2, 62A, 62B)  
 Gratiot County  
 Grosse Pointe Woods  
 Leelanau County  
 Luce County  
 Mecosta County  
 Ontonagon County  
 Presque Isle County  
 Schoolcraft County  
 Tuscola County

37 <sup>th</sup> District Court - Cities of Warren/Centerline	Midland County
38 <sup>th</sup> District Court - City of Eastpointe	Monroe County
43-3 District Court - City of Madison Heights	Montmorency County
46 <sup>th</sup> District Court - Southfield	Ogemaw County
Dickinson County	Osceola County
Eaton County	Ottawa County
Grand Traverse County	Shiawassee County
Huron County	St. Clair County
Isabella County	Washtenaw County
Jackson County	Wayne County
Lapeer County	Calhoun County
Mackinac County	Cass County
Manistee/Benzie Counties	Marquette County
St. Joseph County	Mason County
Alcona County	Menominee County
Alpena County	Roscommon County
Barry County	Allegan/Van Buren Counties
Berrien County	Arenac County
Branch County	Bay County
Clare/Gladwin Counties	Iosco County
Gogebic County	Montcalm County
Hillsdale County	Sanilac County
Houghton County (also covers Baraga, Keweenaw)	41a1 District Court - Sterling Heights
Ingham County	61 <sup>st</sup> District Court - Grand Rapids
Ionia County	Genesee County
Lake County	Kalkaska County
Lenawee County	Oscoda County
Livingston County	Kalamazoo County
	Kent County
	Macomb County

Commissioner VerHeulen moved that the compliance plans and cost analyses for the 101 systems listed above be approved. Commissioner Swor seconded. The motion carried. Commissioner Bullock abstained from the vote with respect to Mecosta County. Commissioner DeLeeuw abstained from the vote with respect to Washtenaw County. Commissioner Kubitskey abstained from the vote with respect to Jackson County. Commissioner Brame abstained from the vote with respect to Kent County.

### **Increase to State Bar of Michigan Dues**

Judge Fisher moved to adjust the total system costs and increase the award for attorney licenses in approved compliance plans. Commissioner Swor seconded. The motion carried.

Commissioner McAvoy moved that the meeting be adjourned. Judge Fisher seconded. The motion carried.



The meeting adjourned at 1:05 pm.

The next meeting will be August 23, 2022 at 11:00 am in Lansing.

Respectfully submitted,

Marcela Westrate

## Michigan Indigent Defense Commission Meeting Minutes

The meeting was held in person at the Michigan Bankers Association building in Lansing, Michigan. Remote access via Zoom was available for Commissioners and, upon request, for members of the public. The MIDC website and meeting notice included information for members of the public on how to contact the MIDC to obtain the Zoom link for participation. Commissioners were able to participate remotely if they qualified for an exemption under the Open Meetings Act or if they requested an accommodation under the Americans with Disabilities Act, 42 USC 12131 *et. seq.*, and Rehabilitation Act, MCL 395.81 *et. seq.*, pursuant to Attorney General Opinion No. 7318.

**August 23, 2022**

**Time: 11:00 am**

Michigan Bankers Association  
507 S. Grand Ave, Lansing, MI 48933

### **Commission Members Participating**

The following members participated in person:

- Chair Christine Green
- Paul Bullock
- Hakim Crampton
- Andrew DeLeeuw
- Debra Kubitskey
- Margaret McAvoy
- Tom McMillin
- Cami Pendell (non-voting member)
- Rob VerHeulen

The following member requested an accommodation under the Americans with Disabilities Act to participate via Zoom:

- Gary Walker (Chocolay Township, Marquette County, Michigan)

The following member attended the meeting via Zoom, but was not counted for purposes of determining a quorum and did not participate in the discussions:

- Kimberly Buddin

The following Commissioners were absent:

- Joshua Blanchard
- Tracy Brame
- Judge Jim Fisher
- David Jones
- James Krizan

- Judge Robinson Garrett
- John Shea
- William Swor

Chair Green called the meeting to order at 11:08 am and requested a roll call. There was not a quorum present and no votes were taken during the meeting.

### **Public Comment**

The following people provided public comment:

- Peter Menna
- Jill Tines

### **Chair Report**

Chair Green congratulated MIDC Regional Manager Nicole Smithson on being named one of Michigan Lawyer's Weekly 2022 Influential Women in Law.

Chair Green announced the creation of a Data Collection Committee. This committee will discuss the collection, maintenance, and reporting of data. Judge Fisher and Commission DeLeeuw have agreed to participate. Chair Green will talk to additional Commissioners before October's meeting.

### **Executive Director Report**

Ms. Staley announced that MIDC Regional Manager Melissa Wangler was promoted to the position of Senior Regional Manager. MIDC staff is working to fill the Research Associate position.

### **Commission Business**

#### **Ad Hoc Committee Reports**

Commissioner Bullock updated the Commission on the Local Systems Communication committee. Commissioner Crampton updated the Commission on the Diversity, Equity, and Inclusion committee. In Commissioner Shea's absence, Commissioner VerHeulen updated the Commission on the Court Rules and Legislative Changes committee.

#### **FY23 Budget Request and FY24 potential spend plan**

Ms. Staley updated the Commission on FY23 appropriations. In preparation for the FY24 budget, Ms. Staley is drafting a request for additional staffing needs.

#### **Regional Update**

Nicole Walter, Regional Manager for the MIDC's South Central Michigan region, presented an overview of the activities in her region.

### **MIDC Standards Implementation**

#### **FY22 Compliance Planning**

Ms. McCowan provided a status update on the funding distributed to date and system compliance in Muskegon County. Three counties requested changes to their approved compliance plans. These will be before the Commission in October for approval.

**FY23 Compliance Planning**

Ms. McCowan provided an overview of FY23 submissions and approvals to date. Additional approvals will be before the Commission at its October meeting.

**FY23 Contract Distribution**

MIDC staff provided a draft FY23 contract for the Commission's review and approval. This will be before the Commission at its October meeting.

Chair Green adjourned the meeting at 1:35 pm. The next meeting will be October 11, 2022 at 11:00 am in Lansing.

Respectfully submitted,

Marcela Westrate



## MICHIGAN INDIGENT DEFENSE COMMISSION

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August 23, 2022

To: MIDC Commissioners  
From: Kristen Staley, Executive Director, MIDC

### **RE: Proposed FY23 Annual Budget & FY24 Budget Request**

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MIDC Internal Operating Procedures require the Executive Director to “prepare a proposed annual budget for Commission approval no later than the August meeting of the preceding fiscal year.” MIDC IOP, Sec. III(A)(3).

This memo two main parts: 1) an overview of the FY23 budget process and a proposed spending plan for the year and 2) a proposed request to the State Budget Office for the FY24 budget.

#### **Section 1: FY 23 OVERVIEW**

Budget planning for Fiscal Year 2023 began in the late summer/early fall of 2021. Like the previous year, unknowns surrounding COVID-19 impacted the State’s budget planning, but there was a focus on returning back to work and looking towards the future of the “new normal.” Simultaneously, the MIDC was also entering a phase of planning for the future, as former Executive Director Loren Khogali departed in July 2021 and Marla McCowan assumed the role of Interim Executive Director immediately thereafter. I was hired as the new MIDC Executive Director in late November and began officially in early January 2022.

On July 20, 2022, Governor Whitmer signed the FY23 budget, signaling the end of the state appropriations process for this year. The FY23 budget matches the initial Executive Budget Recommendation, including full funding for all grants to local funding units and internal operational requests. **In total, the State appropriated \$148,917,400 for the MIDC grants line item and \$2,763,000 for its operations line item.** A FY23 spending plan has not yet been created, however the items below represent the anticipated needs for the next year. MIDC staff will be working with the LARA team to finalize a plan in the coming weeks.

#### *MIDC Operations Line Item*

The final FY23 budget is an overall increase of 2% or \$68,600 from the current fiscal year. This appropriation reflects an increase compared to the current fiscal year due to increased costs in employee wages and benefits. No other major operational needs or changes were anticipated.

Despite the small increase for FY23, the MIDC is on track to underspend its current operational budget by about \$200,000. This amount remains due to significant staff transitions, including the positions of Executive Director, South Central Regional Manager, Senior Regional Manager (new for FY22), Grant Analyst (new for FY22), and Research Analyst. By Oct. 1, all FTEs are expected to be filled and underspending is not expected for FY23.

- Employee Wages and Benefits: This is the most significant portion of MIDC's budget. MIDC is allocated 16.0 FTEs. The FY23 budget assumes full-year funding of 15 FTEs. There is currently one staff vacancy (Research Analyst) and it is anticipated this position will be filled prior to October 1. State employees will receive a COLA 5% increase in salary. Several MIDC staff members are eligible to receive automatic step increases and/or longevity payments pursuant to the Michigan Civil Service Commission's schedule, estimates for these increases is included in these lines.
- Travel (employee and commissioner): Most travel costs are regional staff traveling statewide for meetings with local funding units and court watching. COVID-19 still restricts some staff travel; however, many meetings have transitioned back to in-person and courts no longer consistently provide virtual access. Similarly, temporary restrictions on the Open Meetings Act ended in early 2022, requiring Commissioners to participate in MIDC meetings in-person unless a valid exception exists. FY23 anticipates similar travel needs as the current year.
- Lease: MIDC staff relocated to the Ottawa building in September of 2020. The cost of the lease in the Ottawa Building is \$43,000.44 annually (\$3,583.37/month).
- Contracted Services: The MIDC has three current contracted vendors. The FY23 budget reflects continuance of these contracts, funded in combination with encumbered FY22 dollars and work project funds.
  - Experis – assists the grant team with financial auditing and review of grant expenditures. Current year expenses plus encumbered dollars through the end of FY23 total \$259,200. Due to the nature of the work with Experis, we were able to use the remaining balance of a 2018 work project fund to cover the bulk of this contract together with available FY22 funding.
  - Elephant, LLC – website developer, server host, and annual site maintenance. Current expenses reflect \$5,231.35 with an expectation of encumbering an additional \$16,320 of FY22 funding into the next year.
  - MKG Law Office, LLC – aids in assessing system needs for anticipated expansion of youth defense standards. This contract was just finalized in July and \$49,800 is expected to be encumbered from FY22 into the next year.

#### *MIDC Grants Line Item*

The FY23 budget allocates \$148.9 million for grants to local systems to fund compliance with minimum standards 1-5 and the Indigency Standard. This allocation is comprised of general fund dollars and an estimated \$300,000 from local indigent defense reimbursement. Despite the

implementation of Indigency Standard in FY23, it is the same amount appropriated for the current year. Implementation costs of this new standard are not estimated to be significant.

To date, 101 of 120 compliance plans and cost analyses have been fully approved by the Commission, totaling \$140,559,876.99 in state grant funding. As has been the case for past Fiscal Years, it is more than likely the State FY23 appropriation will be less than the Commission approved FY23 grant totals. To compensate for this difference, it is expected that unexpended funds reported by the local funding units will exceed the gap in appropriated and approved funding. While MIDC continues to reconcile FY22 reporting, the estimated unexpended balance for FY20 is upwards of \$50 million. Again, as in past years, the significant unexpended balance appears to be largely related to the impact of COVID on the courts and the criminal legal system as well as lingering start-up costs for new local programs.

#### *Other Aspects of MIDC Budget*

- Work Projects: The MIDC has two work projects that can only be used “to support local court system's compliance plans, as approved by the Michigan Indigent Defense Commission, for services provided to the indigent population in accordance with approved minimum standards for indigent defense.” Put plainly, these funds are created by unexpended grant dollars. Work projects must be renewed by the legislature each year but can only be renewed for up to 4 years. The MIDC maintains:
  - A 2020 work project with a balance of \$5,816,065 reflects the amount remaining after funding was distributed for FY20 compliance grants.
  - A 2021 work project with a balance of \$33,500,000 reflects the amount remaining after funding was distributed for FY21 compliance grants.

Due to expected unexpended FY22 grant dollars, the MIDC staff will work with LARA to create an additional 2022 work project. This total will be updated after the close of the Fiscal Year.

- Federal Grants: In FY22, the Commission was awarded a federal Byrne JAG grant through the Michigan State Police to fund a statewide intensive trial skills training program for attorneys. That grant, totaling approximately \$250,000 will end September 30. MIDC has been invited to apply for an FY23 Byrne JAG grant.

## FY 23 Draft Spending Plan &amp; FY22 YTD

<b>Category</b>	<b>Draft FY23 Financial Plan</b>	<b>YTD through July 2022</b>
<b>Appropriation</b>	<b>\$2,763,000.00</b>	<b>\$2,699,400.00</b>
<b>Encumbered FY21 Funds</b>		<b>\$80,130.00</b>
<b>Wages</b>	\$1,652,161.00	\$1,107,926.00
<b>Benefits</b>	\$965,597.00	\$703,825.00
<b>Materials/Equipment, Contracts, all other operations</b>	\$145,242.00	\$277,736.28
<b>Total</b>		<b>\$2,089,487.28</b>



## **Section 2: FY24 MIDC BUDGET REQUEST**

Beginning in August of every year the MIDC must submit a request for budget needs of the fiscal year 2 years in advance.

Planning for Fiscal Year 2024 begins a new phase in the evolution of the MIDC. In FY24 the Commission will continue to meet its statutory responsibilities required by the MIDC Act, including enforcing its 8<sup>th</sup> Standard on attorney compensation. The Commission is also likely to begin expansion of its work to include standards for defending youth in the juvenile justice system.

The MIDC has the authority and duty to hire “an executive director and determine[e] the appropriate number of staff needed to accomplish the purpose of the MIDC consistent with annual appropriations.” MCL 780.989(1)(c). The Commission has also authorized and assigned the executive director with the duties of “[e]stablishing an organizational chart, preparing an annual budget, and hiring, disciplining, and firing staff.” MCL 780.989(1)(d)(i).

MIDC Staff are actively working directly with LARA and SBO on crafting a FY24 proposal. As such, details of staffing levels and operational expenses are not yet final. However, based on current needs and changes on the horizon the MIDC should, at a minimum, request to double its operations budget by FY24.

### **Meeting Current MIDC Act Requirements**

Fully implementing the MIDC Act is a key to part of the public safety goals in Governor Whitmer’s FY20 – FY25 strategic plan. Specifically, one of the core tactics to ensure the Governor’s goals of providing and improving public safety is to “implement and fund approved programs for indigent defense services, assuring equal access to justice.”

On May 18, 2022 Director Hawks wrote to the MIDC, affirming the Executive Committee’s request to prioritize Standard 8 for FY24. The MIDC staff provided LARA with a fiscal analysis of Standard 8 and a range of estimated implementation costs. In the coming weeks, the MIDC and LARA will be working with the SBO to identify the correct dollar amount.

The MIDC has significant responsibilities as stewards of hundreds of millions of taxpayer dollars. Each year not only have the dollar amounts grown, the grant complexity has as well. Every time a new MIDC Standard is required of the 133 local systems, the annual compliance requirements, grant auditing and review, and overall need for technical assistance increases accordingly. Yet, the MIDC staffing levels are essentially the same as they were in FY19, despite a dramatic increase in responsibilities. To best protect the State’s hundreds of millions of dollars invested in indigent defense systems and ensure all the current statutory requirements in the MIDC Act are met, MIDC staffing levels need to be increased.

Additionally, the MIDC Act permits local systems to request the MIDC “develop and operate a system for determining the need and availability for an expert or investigator in individual cases.” MCL 780.991(5). As local systems have embraced and implemented MIDC’s Standard on expert and investigator use (Standard 3), the requests for such services have increased since FY19 by 49% statewide. The MIDC has not yet developed a system to support local systems in this manner due to staffing and operational shortages.

**Anticipated MIDC Act Expansion Needs**

On top of what is needed to ensure current mandates are met, efforts to amend the MIDC Act to include standards on the delivery of indigent defense services for youth in the juvenile justice system are well underway. This is a monumental change to both the MIDC as an agency and to the State of Michigan.

Executive Order 2021-6 established the Michigan Task Force on Juvenile Justice Reform, a 23-member bipartisan group chaired by Lt. Gov. Gilchrist and charged with analyzing the state's juvenile justice system and recommending "proven practices and strategies for reform grounded in data, research, and fundamental constitutional principles." The Task Force released recommendations on July 18, 2022 calling to "expand the MIDC to include development, oversight, and compliance with youth defense standards in local county defense systems." More specifically, the recommendation states that

"MIDC shall align current and/or develop new standards with specific considerations for the representation of youth in the juvenile justice system, including requirements for specialized training for juvenile defenders on trauma, youth development, and cultural considerations, scope of representation and role of counsel, and other key standards." (Task Force Report at 13).

Immediately following these recommendations, Rep. Sarah Lightner (also a member of the Task Force) introduced HB 6345 to memorialize these best practices.

When the MIDC Act is expanded, the Commission and its staff must be prepared to act. Fortunately, the MIDC has a successful history of creating and implementing standards statewide, and many lessons are already learned. However, the practice of defending adults in the criminal legal system is uniquely different than defending children in the juvenile legal system. New staff and with such specialized skill sets are required to ensure this work can be done.

To: Michigan Indigent Defense Commission

From: Marla McCowan, Deputy Director

Re: Proposed language to grant contracts for systems using a nonprofit public defender office

Date: September 28, 2022

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At the December 2021 Commission meeting, the Office of Internal Auditing Services (OIAS) submitted a report and recommendations designed to assist the MIDC “with improving its guidance to local systems for managing financial oversight of subgrantees, including nonprofit public defender offices, in compliance with PA 0214 of 2018 and other applicable policies and procedures, laws, regulations, and guidelines.” The OIAS report included two recommendations where improvement is needed:

- MIDC should update its grant agreement template to include nonprofit public defender offices under its definition of subgrantees.
- MIDC should enhance existing guidance to specify the monitoring activities local systems are required to perform to ensure subgrantees comply with the terms and conditions of the grant agreement.

Proposed language recommended to resolve concerns identified by OIAS is as follows:

*Where the Grantee uses a nonprofit entity to provide indigent defense services as contemplated in its compliance plan and cost analysis, this relationship is described as a subrecipient or subgrantee. The Grantee shall ensure that the contract or agreement defining the relationship with the nonprofit entity allows for reasonable access, in its sole discretion, to financial records for monitoring by the Grantee and its representatives.*

*A Subgrantee is required to comply with all conditions and restrictions applicable to the award given to the Grantee. The Grantee is responsible for ensuring a Subgrantee’s compliance to the award’s conditions and restrictions.*

*A Grantee must require a Subgrantee to do the following:*

- Provide appropriate progress and financial reports to the Grantee;*
- Be accountable to the Grantee for how it uses the State funds provided under the subaward;*
- Follow applicable State rules regarding financial management, internal controls, cost principles, and audit requirements;*
- Collect and provide performance data for the Grantee to include in its reports.*

This proposed language would be added to section 2.2 of the FY23 grant contracts between the MIDC and the following funding units:

1. Alpena County
2. City of Wyoming (also covers Grandville, Kentwood, Walker)
3. Houghton County (also covers Baraga/Keweenaw)
4. Iron County
5. Kalamazoo County
6. Kent County
7. Montmorency County
8. Saginaw County
9. Wayne County

GRANT NO 2023-XX

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

**GRANTEE/ADDRESS:**

Name: XXX

Title:

Address:

Phone: XXX

**GRANTOR/ADDRESS:**

Michigan Indigent Defense Commission  
Department of Licensing and Regulatory Affairs  
611 W. Ottawa St.  
Lansing, MI 48933  
(517) 657-3060

**GRANT PERIOD:**

From: 10/01/2022 to 09/30/2023

**TOTAL AUTHORIZED BUDGET: \$XXX**

State Grant Contribution: XXX

Local Share Contribution:

**ACCOUNTING DETAIL:**

Accounting Template No.: XXX

**SIGMA Vendor Code:** XXX

## GRANT

This is Grant # 2023-xx between the Michigan Indigent Defense Commission (Grantor), and XXX (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 (also referred to as local funding unit) to comply with the Compliance Plan and Cost Analysis approved by the MIDC for the provision of indigent criminal defense services through the minimum standards approved by LARA on May 22, 2017 and October 28, 2021, and the process described in the Michigan Indigent Defense Commission Act (MIDC Act). The funding for this grant is contingent upon an appropriation by the Legislature that is signed by the Governor. Consistent with the MIDC Act, in the event that the funds appropriated apply to less than all of the minimum standards, the funding unit will not be required to fully comply with all of the minimum standards. In the event that an appropriation is insufficient to fully fund this grant, the amount of the grant will be reduced by the Grantor and the funding unit will not be required to fully comply with the minimum standards the original approved grant was designed to allow.

### 1.1 Definitions

- A. Budget means the detailed statement of estimated costs approved as the Grantee's Cost Analysis and required to implement the Compliance Plan.
- B. Budget Category means the aggregate of all funds in each of the high-level categories within the approved Cost Analysis.
- C. Compliance Plan or Plan is the plan submitted by the local funding unit and approved by the MIDC that specifically addresses how the Grantee shall meet the approved minimum standards established by the MIDC.
- D. Cost Analysis is a statement of the types of expenditures and funding necessary to bring Grantee's indigent defense system into compliance with the approved minimum standards established by the MIDC, including a statement of the funds in excess of the Grantee's local share as defined under the MIDC Act and as outlined in the Compliance Plan.
- E. MIDC Act means the Michigan Indigent Defense Commission Act, Public Act 93 of 2013, MCL 780.991 et seq., as amended, enacted for the purpose of creating the Michigan Indigent Defense Commission and creating minimum standards for the local delivery of indigent criminal defense services that meet the constitutional requirements for the effective assistance of counsel.
- F. Subgrantee means a governmental agency or other legal entity to which an MIDC subgrant is awarded by the Grantee. **This includes nonprofit entities providing indigent defense services on behalf of the Grantee.** Attorneys representing indigent defendants, including ~~both public defenders and~~ attorneys contracted to represent indigent defendants, **individual** public defender office employees, judges, magistrates, court personnel, and professional service contract vendors shall not be considered subgrantees.
- G. "Substantial Change" to a Compliance Plan is a change to the Plan or Cost Analysis that alters the method of meeting the objectives of the standard(s) in the approved Plan.

## 1.2 Statement of Work

The Grantee agrees to undertake, perform, and complete the services described in its approved Compliance Plan and in accordance with the MIDC Act, specifically Standards 1 through 5. The Parties to this Agreement enter into this Agreement to facilitate the process described in the MIDC Act, which controls or supersedes any terms of this Agreement. Consistent with the Act and when applicable, an indigent criminal defense system shall comply with the terms of this Agreement in bringing its system into compliance with the minimum standards established by the MIDC within 180 days after receiving funds from the MIDC. Grantee may exceed 180 days for compliance with a specific item needed to meet minimum standards as set forth in the Act. Grantee's Compliance Plan, as submitted and approved by the MIDC, addresses the prescribed methods Grantee has chosen to provide indigent criminal defense services pursuant to MCL 780.993(3). Any substantial changes to the work described in the Compliance Plan must be submitted to the MIDC for approval as set forth in this Agreement 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 Grantee shall be responsible for the performance of any Subgrantee work, as defined in subsection 1.1.

## 1.3 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 funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, without the prior written consent of the MIDC.
- C. The Grantee agrees that all funds are to be spent as detailed in the Budget, unless a budget adjustment request is approved. See section 1.3(E).
- D. Grantee will maintain a restricted fund within their Local Chart of Accounts for the sole purpose of accounting for the expenses and revenue sources for operation of this grant and the local adult indigent defense system.
- E. All requests for a budget adjustment or substantial changes to the Grantee's Compliance Plan will be submitted quarterly with the Grantee's quarterly report. MIDC staff shall respond to a request in writing within 30 days of receipt.
  - 1) Budget adjustments less than or equal to 5% of the Budget Category total, including adjustments between Budget Categories, do not require approval by MIDC staff, but must be reported quarterly in the next financial status report.
  - 2) A Budget adjustment involving greater than 5% of the aggregate of all funding within a Budget Category requires prior written approval by MIDC Staff and must be reported to the MIDC as soon after the Grantee is aware of the necessity of the Budget adjustment and reported in the Grantee's quarterly report.
  - 3) Any substantial change to a Compliance Plan requires prior approval by MIDC staff and MIDC Commission.

## 1.4 Payment Schedule

The maximum amount of grant assistance approved is xxxx

Grantee must report and certify to Grantor by October 31st of each year the balance of any unexpended indigent defense grant funds from the prior fiscal year grant plus any interest earned on the advancement of the state grant funds in the previous fiscal year. Any funds from the previous fiscal year contained in an approved extension of the previous fiscal year's grant for projects that will be completed after September 30, 2022 will be carried over into the current fiscal year and shall not be considered unexpended funds, nor be included in the balance of unexpended funds. The current fiscal year indigent defense grant funds advanced will be reduced by the amount of unexpended funds from the prior fiscal year's grant by reducing the 2nd and 3rd disbursement equally. The maximum amount of grant assistance approved includes the unexpended funds reported from the previous fiscal year.

An initial advance of 25% 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 up to 25% of the total state grant amount in accordance with the following schedule:

Initial Advance of 25% of total grant – Within 15 days of receipt of executed agreement

25% disbursement – January 15, 2023

25% disbursement – April 15, 2023

25% disbursement – July 15, 2023 (final payment)

The above schedule of disbursement of funds is contingent upon receipt of quarterly reporting as addressed in this section and section 1.5 of this document. Any disputed matters shall not cause delay in remitting any disbursements or in issuing a grant contract and funds for the next fiscal year. Disputed matters shall be acted on independently from undisputed matters. The financial status report (FSR) report must be submitted on the form provided by the MIDC/LARA and indicate:

Grant funds received to date;

Expenditures for the reporting period by budget category; and;

Cumulative expenditures to date by budget category;

The quarterly FSR must be supported and accompanied by documentation of those grant funded expenditures incurred for the reporting period, including but not limited to:

- The general ledger for the restricted local indigent defense fund, including a detailed expenditure report with all expenditure detail within the budget categories, which must include documentation of payments to contract attorneys either by individual invoice or by report of payments made, by attorney;



- All invoices related to experts and investigators;
- All invoices related to construction; and
- Personnel detail including full-time equivalency of any grant funded positions, including total compensation for that position;

Upon request, Grantee shall provide the MIDC with additional documentation/verification of expenditures under the grant within 30 days of the making of the request. Any additional documentation/verification of expenditures shall not delay issuance of a grant contract or grant disbursements. Grantee's documentation of expenditures 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 FSR and standards compliance report as addressed in Section 1.5, shall be provided in accordance with the following schedule:

Initial FSR and compliance report for 10/1/22–12/31/22 – January 31, 2023

2nd FSR and compliance report for 1/1/23-3/31/23 – April 30, 2023

3rd FSR and compliance report for 4/1/23-6/30/23 – July 31, 2023

Final FSR and compliance report for 7/1/23-9/30/23 – October 31, 2023

## 1.5 Monitoring and Reporting Program Performance

- A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work is being accomplished.
- B. Quarterly Reports. The Grantee shall submit to the Grantor quarterly program reports on compliance with the minimum standards and participate in follow up and evaluation activities. Compliance reports include narrative responses containing a description of the Grantee's compliance with Standards 1-5 and the Standard on Indigency, identifying problems or delays, actual, real or anticipated and any significant deviation from the approved Compliance Plan. Grantee will use its best efforts to provide data relevant to assessing compliance as contained in the compliance reporting template requested by MIDC. If Grantee is unable to provide the information requested by the report, Grantee will demonstrate in writing the steps taken to assess what information is currently available and how to retrieve it. Grantee also agrees to work with MIDC research staff to seek additional options or ideas for the collection and retrieval of this information.

## PART II - GENERAL PROVISIONS

### 2.1 Project Changes

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

### 2.2 Delegation

Grantee must notify the MIDC at least 90 calendar days before any proposed delegation with reasonable detail about Subgrantee and the nature and scope of the activities delegated. 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 Subgrantee. Grantee remains responsible for the completion of the Grant activities and compliance with the terms of this Grant.

Where the Grantee uses a nonprofit entity to provide indigent defense services as contemplated in its compliance plan and cost analysis, this relationship is described as a subrecipient or subgrantee. The Grantee shall ensure that the contract or agreement defining the relationship with the nonprofit entity allows for reasonable access, in its sole discretion, to financial records for monitoring by the Grantee and its representatives.

A Subgrantee is required to comply with all conditions and restrictions applicable to the award given to the Grantee. The Grantee is responsible for ensuring a Subgrantee's compliance to the award's conditions and restrictions.

A Grantee must require a Subgrantee to do the following:

- Provide appropriate progress and financial reports to the Grantee;
- Be accountable to the Grantee for how it uses the State funds provided under the subaward;
- Follow applicable State rules regarding financial management, internal controls, cost principles, and audit requirements;
- Collect and provide performance data for the Grantee to include in its reports.

### 2.3 Program Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be recorded in the Grantee's restricted indigent defense fund and included in the quarterly FSRs. 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 or included in future grant awards from the MIDC consistent with MCL 780.993(15).

### 2.4 Share-in-savings

Grantor expects to share in any cost savings realized by Grantee in proportion of the grant funds to the local share.

## **2.5 Purchase of Equipment**

The purchase of equipment must be made pursuant to Grantee's established purchasing policy and if not specifically listed in the Budget, Grantee must have prior written approval of Grantor. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by Grantee unless otherwise specified at the time of approval.

## **2.6 Accounting**

Grantee must establish and maintain a restricted indigent defense fund in its local chart of accounts to record all transactions related to the Grant. The restricted fund will not lapse to the local general fund at the close of Grantee's fiscal year. 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. Grantee's overall financial management system must ensure effective control over and accountability for all indigent defense funds received. Where the Grantee uses a nonprofit entity to provide indigent defense services as contemplated in its compliance plan and cost analysis, the Grantee shall ensure that the contract or agreement defining the nonprofit entities relationship allows for reasonable access, in its sole discretion, to financial records for monitoring by the Grantee and its representatives. Accounting records must be supported by source documentation of expenditures including, but not limited to, balance sheets, general ledgers, payroll documents, 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**

Grantor or its designee may audit Grantee and the restricted indigent defense fund account to verify compliance with this Grant. Grantee must retain and provide to Grantor 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, Grantor 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 have occurred, the amount in error must be reflected as a credit or debit on subsequent disbursements until the amount is paid or refunded. Any remaining balance must be reported by Grantee to Grantor by October 31 of each year as required under the MIDC Act.

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.

## **2.8 Competitive Bidding**

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, consistent with Grantee's purchasing policies. Sole source contracts should be negotiated to the extent that such negotiation is possible. Attorney contracts for representation of indigent or partially indigent defendants, and contracts for managed assigned counsel coordinators, are exempt from a competitive bid process but must meet standard internal procurement policies, as applicable.

## **3.0 Liability**

The State is not liable for any costs incurred by 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**

Grantee and all subgrantees are responsible for ensuring 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. 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. 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 Indemnification**

Each party to the Grant must seek its own legal representation and bear its own legal costs; including judgments, in any litigation which may arise from the performance of this Grant and/or Agreement. It is specifically understood and agreed that neither party will indemnify the other party in any such litigation.

## **3.3 Failure to Comply and Termination**

A. Failure to comply with duties and obligations under the grant program as set forth in Public Act 93 of 2013, as amended, is subject to the procedures contained in sections 15 and 17 of the Act.

B. Termination for Convenience

Grantor 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 Grantor terminates this Grant for convenience, Grantor will pay all reasonable costs for approved Grant responsibilities. If the parties cannot agree to the cost to be paid by the Grantor, the parties shall attempt to resolve the dispute by mediation pursuant to MCL 780.995. Grantee's duty to comply with MIDC standards is limited to funding covering the cost of compliance as set forth in the Act.

### **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 Grantor of any violation or potential violation of this Section. 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 act of God that are beyond its control and without its 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 MIDC determines that an unforeseeable condition prohibits timely compliance pursuant to MCL 780.993, Sec. 13(11).

### **4.0 Certification Regarding Debarment**

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 Grantee is unable to certify to any portion of this statement, Grantee shall attach an explanation to this Agreement.

#### 4.1 **Illegal Influence**

Grantee certifies, to the best of its knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of 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. 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.

Grantee certifies, to the best of its knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of 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. 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 Disclosure of Litigation, or Other Proceeding**

Grantee must notify Grantor within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively Proceeding) that arises during the term of the Grant against a public defender office, an attorney employed by a public defender office, or an attorney contracted to perform indigent defense functions funded by the Grantee that involves: (a) a criminal Proceeding; (b) a civil Proceeding involving a claim that, after consideration of Grantee's insurance coverages, would adversely affect Grantee's viability; (c) a civil Proceeding involving a governmental or public entity's claim or written allegation of fraud related to performance of the Grant; or (d) a Proceeding challenging any license that an attorney practicing on behalf of a public defender office or an attorney practicing pursuant to a contract to perform indigent defense functions for Grantee is required to possess in order to perform under this Grant.

#### **4.4 Assignment**

Grantee may not assign this Grant to any other party without the prior approval of Grantor. Upon notice to Grantee, Grantor, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If Grantor 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 its obligations under the Grant.

#### **4.5 Entire Grant and Modification**

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant activities. Pursuant to the MIDC Act, the MIDC shall promulgate policies necessary to carry out its powers and duties. The MIDC may also provide guides, instructions, informational pamphlets for the purpose of providing guidance and information with regard to the Grant and MIDC policies. This Agreement supersedes all terms of MIDC policies, guides, instructions, informational pamphlets and any other explanatory material that is in conflict with the Agreement. This Agreement may not be amended except by a signed written agreement between the parties.

#### **4.6 Grantee Relationship**

Grantee assumes all rights, obligations, and liabilities set forth in this Grant. Grantee, its employees, and its 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 Grantor or the State of Michigan, is responsible for the payment of wages, benefits, and taxes of Grantee's employees. Prior performance does not modify Grantee's status as an independent grantee.

**4.7 Dispute Resolution**

The parties will endeavor to resolve any Grant dispute in accordance with section 15 of Public Act 93 of 2013. The dispute will be referred to the parties' respective representatives 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 or performance would require Grantee to spend in excess of the Local Share as defined by MCL 780.983(h).

**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 Signatories**

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

Waiting MIDC Approval



Signature:

Department of Licensing and Regulatory Affairs Bureau of  
Finance and Administrative Services  
Department of Licensing and Regulatory Affairs  
State of Michigan

Date:

Signature:

Michigan Indigent Defense Commission  
Department of Licensing and Regulatory Affairs  
State of Michigan

Date:

Signature:

Representative:

Date:

Funding Unit:

GRANT NO. 2023-

Awaiting MIDC Approval

**To: Michigan Indigent Defense Commission**

**From: Marla R. McCowan  
Deputy Director/Director of Training**

**Re: Compliance Planning and Costs:  
FY22 status; FY23 review and action**

**Date: October 4, 2022**

### **I. Funding Awards by Fiscal Year**

	<b>MIDC Funding</b>	<b>Local Share</b>	<b>Total System Costs</b>
FY 2019	\$86,722,179.85	\$37,963,396.67 <sup>1</sup>	\$124,685,576.52
FY 2020	\$117,424,880.47	\$38,523,883.90	\$157,698,982.46
FY 2021	\$ 129,127,391.54	\$38,486,171.32	\$167,613,562.86
FY 2022 <sup>2</sup>	\$138,348,406.27	\$38,146,920.09	\$176,495,353.43
FY 2023 <sup>3</sup>	\$140,559,876.99	\$33,758,875.19	\$174,318,752.18 <sup>4</sup>

The total system cost, local share, and state grant funds are listed for each system for each fiscal year and can be found on our grants page, <https://michiganidc.gov/grants/>.

We have distributed funding for all systems to implement the plans and costs in FY2022. The distributions were offset by any unexpended balances on deposit with the local system as of September 30, 2021. The

<sup>1</sup> The annual inflationary increase described in MCL 780.983(i) is calculated from the FY2019 local share.

<sup>2</sup> These fiscal year totals include the mediation award to the City of Hazel Park.

<sup>3</sup> These totals only reflect the 101 (of 120) compliance plans and costs approved as of the June 2022 Commission meeting.

<sup>4</sup> Total system costs were revised consistent with MIDC Action at the June meeting to reflect updated SBM membership rate increases (overall increase by \$43,360.00)

MIDC annually collects information about the balance in a form completed by the local funding units due no later than October 31, 2021. See the MIDC Act, MCL 780.993(15).

## **II. FY22 Compliance Planning Update**

### **A. Overview**

As of the June 2022 meeting, all 120 systems have had their plans and cost analyses approved. Contracts have been distributed to all systems. As of this writing, all 120 contracts have been returned, signed, and finalized by LARA for distribution of full funding.

In accordance with the contract, most systems received their initial payment in early November 2021 and their second distribution in January 2022, a third disbursement in April 2022, and the final distribution was issued in July. The date of expected compliance with MIDC Standard 5, independence from the judiciary, is on or after May 1, 2022 for all of these systems.

### **1. Implementation of Plans and Compliance**

The date of first payment received and the date of expected compliance is closely tracked for every system pursuant to MCL 780.993(11). The rubric used for system assessments has been updated to reflect the new requirement of independence from the judiciary. The rubric is included in the MIDC's grant manual and is available for systems to review.

#### **a. System Reporting - Progress Towards Compliance**

Staff received the third quarter of reporting from systems for FY22 (covering April 1, 2022 through June 30, 2022) at the end of July 2022. Funding units are required to enter the following reporting in EGrAMS:

- Attorney List
- Financial Status Report
- Quarterly Program Report

MIDC Staff offered online training sessions in mid-January and posted a recording of the training on the MIDC's YouTube page for anyone to review. Staff also conducted multiple "office hours" or drop-in online support sessions for technical assistance through the end of January.

As of this writing, over 90% of the reporting has been successfully submitted by funding units and approved by staff. All requests for corrections are processed through EGrAMS; local system project directors are able to review the status of reporting, payments, adjustments, and contract terms at any time.

### **b. Notice of Noncompliance Issued – Muskegon County**

On April 11, 2022, notice advising that the Compliance Resolution Process was being initiated was sent to the funding unit via U.S. Mail and electronic mail for the following reasons:

- Failure to provide verification and documentation of compliance with Standard 2 – initial interviews of in-custody clients and initial contact with out-of-custody clients;
- Failure to provide verification and documentation of compliance with Standard 4 – walk-in arraignments taken into custody without the opportunity to consult with an attorney; and
- Failure to comply with the approved cost analysis.

Muskegon stakeholders have made significant efforts toward compliance, with the assistance of Regional Manager Susan Prentice-Sao and Grants Director Rebecca Mack. I have received several written reports from the system detailing these efforts. Staff has extended the time for full compliance and will continue to provide support to the funding unit during this process.

## 2. Revisions to Plans

### ○ Jackson County (**action item**)

FY22 Total System Cost: \$4,175,035.50

FY22 Local Share: \$561,783.17

FY22 MIDC Funding: \$3,613,252.33

*No anticipated change to overall costs for FY 2022*

FY23 Total System Cost: \$4,230,599.59

FY23 Local Share: \$571,775.36

FY23 MIDC Funding: \$3,658,824.23

*No anticipated change to overall costs for FY 2023*

### ***Staff recommends approval***

Jackson County would like to amend its FY22 and FY23 plans to incorporate circuit court Adult Treatment Court (ATC) specialty court defense services. Defense services are currently billed at \$1000 per month and paid to an attorney on the Public Defender roster list of attorneys. The monthly contract amount would remain in effect through FY22. FY23 billing would transition to an hourly basis at Standard 8 rates, estimated \$1000/month. Jackson County would like to amend its FY22 and FY23 plans to include ATC defense services, to be paid out of the Contracts for Attorneys line item.

- **Isabella County (action item)**

FY22 Total System Cost: \$1,587,916.66

FY22 Local Share: \$236,106.56

FY22 MIDC Funding: \$1,351,810.10

*No anticipated change to overall costs for FY 2022*

FY23 Total System Cost: \$1,600,332.76

FY23 Local Share: \$240,306.09

FY23 MIDC Funding: \$1,360,026.67

*No anticipated change to overall costs for FY 2023*

***Staff recommends approval***

The Isabella County Public Defender's Office will take over responsibilities related to indigency screening from the Court starting in FY22. If a person is eligible the Defender Office will make assignments to a staff or roster attorney as described in the compliance plan. This will drastically cut down on the time it takes to appoint an attorney through the current system and would facilitate a faster start to the attorney-client relationship. It would reduce the tasks associated with reviewing the submitted forms from the judges. The only time a judge would review a CAA form is if a Defendant arrived at an arraignment in pro per and requested an attorney, the SCAO form would be submitted to the defender office, checking the box for screening. Additionally, an appellate process will be in place whereby if the office denies a request, they could submit a CAA form to the court to overrule the defender office's determination.

### 3. **Budget Adjustments (information items)**

The Grants Director processed and approved the following budget adjustment requests (line item transfer requests) pursuant to the process set forth in the MIDC's Grant Manual at p. 29 (February 2022):

- Barry County
- Barry County
- Charter Township of Waterford
- Clinton County
- Eaton County
- Kent County
- Leelanau County
- Macomb County
- Macomb County
- Marquette County
- Monroe County
- Monroe County
- Monroe County
- Washtenaw County

The following budget adjustment request was denied by the Grants Director:

- City of Lincoln Park

### III. FY23 Compliance Planning

#### A. Overview of process and submissions received

All funding units were required to submit a plan for compliance with all approved MIDC Standards no later than April 26, 2022, pursuant MCL §780.993. Funding units are using the MIDC's Grant Management System (EGrAMS) to do so. Training on submission was conducted by MIDC Staff at the end of March 2022, and a [recording](#) is linked on our website along with resources and materials for planning, including:

- An [application](#) for systems to address how they will comply with the MIDC's Standards. [This Word document is offered for convenience in planning; the application must be submitted through the MIDC's grant management system (EGrAMS)].
- A [cost analysis template](#) identifying funding required to comply with the Standards [This Excel document is for convenience in planning; the cost analysis must be submitted through the MIDC's grant management system (EGrAMS)].
  - If a system contracts with a vendor operating as a public defender office, use [this template](#) for planning purposes [Excel document].
- [Answers to Frequently Asked Questions about the Indigency Screening Standard](#) to assist with compliance planning, along with decision trees for [indigency screening](#), [contribution](#), and [reimbursement](#).
- Systems are welcome to incorporate language from sample plans for compliance with the indigency screening standard, using a [public defender model \(non-attorney employee\)](#), [MAC system](#), or if the [court will continue screening](#).
- [Tips from Staff](#) [.pdf document] about FY23 planning.



## B. Status of submissions to date

### 1. Approved Plans and Costs for FY23

As of the June 21, 2022 meeting, 101 of 120 systems have had their plans and cost analyses approved.

FY23 Total system cost approved (to date): \$174,318,752.18

Local share (increase of 3% from FY19): \$38,825,422.67

MIDC funding approved for compliance plans: \$140,559,876.99

- Cost Analysis Revision Request (action item)

#### Alcona County

FY22 approved total system cost: \$157,675.00

**FY23 APPROVED total system cost: \$163,075.00**

**FY23 revised request: \$257,925**

*Approved June 2022:* Contract defender system of 3 attorneys with attorney administrator; flat rate contract for arraignments; separate flat rate for other cases; hourly pay for capital cases; increase in monthly contract from \$2,850 to \$3,000/month.

*Request for increase to cost analysis:* (Total requested increase **+\$94,850**) This system, which has previously budgeted for one capital case per year, has a 2-defendant child murder case that requires bringing in a lawyer from out of the county for the second defendant. It will also require the use of experts and investigators at a level not previously anticipated. This case also provides the opportunity to train a young attorney in an effort towards future qualification for capital cases, requiring funding for a second chair.

- Attorney for defendant #1 @ \$120/hour, 2<sup>nd</sup> chair @\$60/hour = +\$35,100
- Attorney for defendant #2 @\$120/hour+ mileage = +\$30,100
- Defendant #1 - investigator +\$2,250, experts +\$10,000
- Defendant #2 - investigator +\$1400, experts +\$15,000
- Transcripts +\$1000

## 2. Disapproved plans and/or cost analyses for FY22 (first submissions)

At the June 21, 2022 Commission Meeting, the MIDC rejected the plan and/or cost analysis from 19 systems for their first submission for FY23. Those systems were notified of the MIDC's action through a mailing dated June 27, 2022 and through EGrAMS. The deadline for resubmission was August 26, 2022.

### C. Senior Staff Recommendations on Resubmissions (action items)

#### **Approve cost analysis** (plan previously approved)

#### 1. Charlevoix County

FY22 approved total system cost: \$601,064.41

FY23 requested total system cost: \$ \$695,463.22

**Original submission:** Single-attorney MAC office (county employee) overseeing 3 attorneys with fixed contracts. Cost analysis requires clarification for corrections staff, MAC duties and increased payments, and detail is needed for attorney hourly rates, conflict counsel, and equipment.

**Resubmission:** Documentation was provided to support corrections staff funding request and the MAC duties have been clarified to exclude civil work for the county; additional detail and descriptions were provided for rates for counsel and equipment.

#### 2. Crawford County

FY22 approved total system cost: \$708,294.31

FY23 requested total system cost: \$ \$650,700.19

**Original submission:** Managed assigned counsel system; cost analysis has missing/incomplete information or errors including fringe benefits, ancillary spending for non-MIDC related activity, overhead for contract employees, and indirect costs.

**Resubmission:** Clarification and corrections have been made: \$4,125.00 decrease to Ancillary Personnel and \$9,026.77 decrease to fringe benefits. Eliminated bailiff initially but re-added corrections staff to assist with Standards 2 & 4. Overall \$325.00 increase to corrections staff with supporting documentation provided to substantiate request.

3. **D 22 Inkster**

FY22 approved total system cost: \$89,216.07

FY23 requested total system cost: \$65,000.00

**Original submission:** Part of district court regional managed assigned counsel system; clarification needed to support court officer time and potential increase needed for attorney hours for counsel at first appearance.

**Resubmission:** removed court officer position and evaluated attorney costs, no need for change at this time.

4. **D 30 Highland Park**

FY22 approved total system cost: \$134,606.03

FY23 requested total system cost: \$80,029.30

**Original submission:** Part of district court regional managed assigned counsel system; transitioned from event based pay to Standard 8 rates for attorneys while reducing time spent by attorneys; clarification needed to support part time court officer and clerk; IT request may be duplicative of prior year request.

**Resubmission:** removed IT costs (\$2,000) and reduced hours for both the court officer and clerk.

5. **D 40 St. Clair Shores**

FY22 approved total system cost: \$480,886.01

FY23 requested total system cost: \$426,986.26

**Original submission:** Managed Assigned Counsel System; reductions to contract attorney payments consistent with projected spending; clarification is needed regarding ancillary staff time and increase to expert/investigator funding request.

**Resubmission:** Request for expert/investigator funding was reduced and need has been demonstrated for ancillary spending (court clerk) to assist with quarterly reporting and facilitation of meetings.

6. [Newaygo County](#)

FY22 approved total system cost: \$883,304.05

FY23 requested total system cost: \$1,036,284.73

**Original submission:** Part of an 8-county group that shares a MAC manager and roster with hourly pay for attorneys. Increase to contractual attorneys, including increasing rates from \$90 to \$100 for arraignments, (\$4,800); increase for felonies and capital cases due to increased caseload and COVID backlog (\$75,360); increase in MAC fees (\$3,750), increase in experts/investigators (\$5,000) and minor increase to supplies. Clarification is needed for ancillary spending/cost allocation included in personnel category.

**Resubmission:** Cost analysis revised to reflect change in administrative costs from personnel to indirect costs. An analysis of financial reporting and projected spending since the original submission verifies that this system will overspend for FY 22 in the amount of \$65,124.

7. [Oceana County](#)

FY22 approved total system cost: \$550,230.54

FY23 requested total system cost: \$612,188.74

**Original submission:** Part of an 8-county group that shares a MAC manager with an hourly paid panel of attorneys. Increase for corrections staff (\$10,538.43 + fringes); arraignment attorney rate increase from \$90 to \$100 (+\$43,503) including conflict defense and minor increase in MAC fees, increase in experts and investigators; addition of trial supplies and interpreters. Clarification is needed for ancillary spending/cost allocation included in personnel category.

**Resubmission:** moved administrative costs from personnel to indirect costs, resulting in small increase from original request (\$7,214.90).

## **Approve plan and approve cost analysis**

### **8. Alger County**

FY22 approved total system cost: \$458,825.90

FY23 requested total system cost: \$496,400.21

**Original submission:** County-based public defender office with a roster of attorneys for overflow and conflicts. Clarification is required regarding verification of initial interviews and any changes to counsel at first appearance/other critical stages. Cost analysis requires updated narrative sections, rates and units, description for social worker, and detail for cost allocation.

**Resubmission:** Resubmission addresses Standards 2 and 4; narrative in cost analysis has been updated to reflect increases to cost allocation (+\$13,758.00) and other supplies and services including utilities, internet, and transcripts.

### **9. Cheboygan County**

FY22 approved total system cost: \$446,422.04

FY23 requested total system cost: \$460,992.09

**Original submission:** Managed assigned counsel system requires clarification in the following areas: how clients are screened, how attorneys are assigned, and a description of courthouse meeting space; multiple revisions are required for cost analysis including detailed reasoning for increased ancillary spending, hourly rates, missing line for conflict attorneys, and cost allocation, and possibly duplicative supplies, services, equipment must be removed.

**Resubmission:** responsibilities for screening and assignments have been detailed in the description for attorney contracts; meeting space has been changed and requires some supplies including furniture and telephones; Court clerk added to assist MAC with arraignments/assignments (\$5779.80, 5 hrs/wk); conflict attorney rates have been adjusted to \$115/hr; cost allocation removed; equipment for clerk and attorneys removed as well.

## 10. Chippewa County

FY22 approved total system cost: \$579,021.64

FY23 requested total system cost: \$649,473.57

**Original submission:** Public defender office (county employees) with a roster for conflicts and overflow. Clarification is required for training assigned counsel, indigency screening, and contribution; cost analysis must be updated to include funding for conflict counsel and the social worker position “startup” costs; and clarification needed for interpreters and mileage.

**Resubmission:** Clarification to standards 1 and indigency screening have been made to plan; cost analysis reflects increase to personnel line items for updated salary rates (+\$41,832.95); line item for conflict administrator added (+\$12,100) conflict case defense (+\$2,000) and +\$3,850.00 for Attorney Administrator outside of Chippewa County to handle reviews; increases to supplies and services (+\$23,946.54); decrease to experts and investigators based on projected need.

## 11. Delta County

FY22 approved total system cost: \$729,874.75

FY23 requested total system cost: \$722,243.69

**Original submission:** Contract Defender Model w/Lead Attorney position. Compliance plan seeks to exceed proposed Standard 8 rates for initial interviews and counsel at first appearance and should be reduced; clarification is required for contribution after indigency screening; supplies for independent contractors should be removed/reduced.

**Resubmission:** System will seek contribution in limited circumstances; equipment & renovation of confidential meeting space were removed as they were completed in FY22; \$11,920.00 increase to Contracts for Attorneys, including \$2,800.00 increase to Lead Attorney, \$32,400 decrease to misdemeanor initial interviews, \$41,520.00 increase to felony initial interviews, now in two separate categories for LS Felonies and HS Felonies; \$778.00 increase to supplies & services including \$500.00 for interpreters and \$278.00 for one copy of a Court Rules book that will be kept at the courthouse and shared by all attorneys who take assignments.

## 12. Emmet County

FY22 approved total system cost: \$493,799.60

FY23 requested total system cost: \$605,458.00

**Original submission:** Managed assigned counsel system (co-MACs), additional information is required for meeting space in courthouse, funding for counsel at first appearance, attorney selection and indigency screening; cost analysis is missing conflict case coverage; math errors require correction.

**Resubmission:** all requested corrections or clarifications in compliance plan have been addressed; cost analysis increase largely addresses payments to contract attorneys (CAFA total \$260/day + \$90/hr-\$19,040.00 increase overall; \$34,800.00 for misdemeanor conflict case defense; \$37,180.00 for LS felony conflict case defense; \$12,000.00 for HS felony conflict case defense; \$14,960.00 increase to 2<sup>nd</sup> chair/mentoring); minor increases to travel/training and supplies/services.

## 13. Iron County

FY22 approved total system cost: \$605,763.09

FY23 requested total system cost: \$769,495.91

**Original submission:** Nonprofit public defender office; clarification required for reviewing conflict attorney request for experts/investigators, continued need for ancillary spending; vendor cost analysis requires revision or clarification for salaries, supplies, and rent.

**Resubmission:** All requested plan changes or clarifications have been made; vendor changed during resubmission requiring significant changes to the cost analysis overall (net decrease by \$2,754.15); funding for conflict counsel (+\$100,000) and expert/investigative services (+\$65,000) outside of vendor budget are included based on projected need for recent serious felonies.

#### 14. Muskegon County

FY22 approved total system cost: \$3,031,740.11

FY23 requested total system cost: \$3,967,983.65

**Original submission:** County based public defender office seeking increased rates for contract attorneys. Further detail required regarding Standard 1 (skills training) and Standard 5 as to process and review; cost analysis requires clarification regarding need for corrections staff (two years of funding but never filled), training increase, and equipment (20 webcams).

**Resubmission:**

#### 15. Oakland County

FY22 approved total system cost: \$7,650,353.49

FY23 requested total system cost: \$16,622,771.12

*No original submission for review.*

Managed assigned counsel system seeking to add a county employee public defender office initially accepting 5% of cases in FY23 with a roster of assigned counsel to accept all other cases. The system is increasing its event-based fee schedules and is taking its capital cases to Standard 8 rates. It has presumptive caps, but it is clear that attorneys can receive fees above the caps. The cost analysis changes are significant, and are broken down in the following categories:

Change	FY22	FY23
Direct Service Provider <i>*approximate</i>	\$791,433.66* 9 members IDS Office	\$1,976,204.43* 9 members IDS Office 10 PD: chief, dep, 5 APD, 1 para, 1 sec, 1 inv.
Ancillary Personnel	\$417,824.09* 2 com cor, 1.5 corr	\$395,116.31*+ 2 com cor, 1.5 corr
Contractual Attorneys	\$5,490,450.10	\$13,013,920.00
Construction	\$174,187.20	\$0.00
Equipment	\$25,894.00	\$69,000.00
Other	\$127,993.25	\$6,900.00
Experts	\$212,500.00	\$306,250.00
Supplies	\$134,773.12	\$114,708.05
Training	\$196,482.08	\$203,540.33
Indirect Costs	\$78,815.99	\$257,949.00



## 16. Otsego County

FY22 approved total system cost: \$356,794.22

FY23 requested total system cost: \$363,815.83

**Original submission:** Managed Assigned Counsel System/Contract Defender, significant additional detail is required for Standards 2,3,4,5, and indigency screening; cost analysis requires several revisions to contracts for attorneys, contract defender and conflict attorneys.

**Resubmission:** Detail has been supplied for compliance plan; cost analysis revisions include \$18,981.55 increase to Contracts for Attorneys overall, including \$4,961.55 increase to Contract Defense and additional request for \$2,500.00 for Conflict Case defense paid at Standard 8 rates.

## 17. Wexford/Missaukee Counties

FY22 approved total system cost: \$1,136,165.90

FY23 requested total system cost: \$1,267,214.70

**Original submission:** Regional public defender office with Managed Assigned Counsel Administrator for conflicts/overflow; clarification required on process for appealing denied request for assignments, billing, and experts/investigators, investigator work on conflict cases; indigency screening and contribution; cost analysis revisions include salary to include COLA/Steps or increase from prior year; request for reimbursement for the cost of planning, which needs detail.

**Resubmission:** Clarification provided for Standards 3, 5 and screening; cost analysis has been revised to include increases for direct personnel for COLA/Steps, new positions for investigator (+\$56,472.00) and administrative assistant (+\$39,136.50) and fringe benefits; request for cost of planning reimbursement was removed on resubmission.

## **Partially approve cost analysis**

**Pursuant to MCL 780.993(4), staff recommends approving a portion of the resubmitted cost analysis.**

### **18. Saginaw County**

FY22 approved total system cost: \$5,535,030.51

FY23 *requested* total system cost: \$7,507,142.75

**FY23 Staff Recommended total: \$6,891,142.75**

**Original submission:** Non-profit public defender office (50%) and Managed Assigned Counsel Administrator with a roster assigned counsel (hourly) accepting (50%) assignments. Significant backlogs from COVID, trials scheduled, and increased charging by prosecutor requires additional funding for both the PD office (+\$762,702.94) and MAC roster (\$1,043,700). PD increase includes 2 attorneys; part-time social worker for MAC (\$32,000); 5% COLA increases for PD staff; fringes for PD increased by \$240,397.66; rent increase and new equipment and supplies are needed for office expansion. System is seeking \$1,000,000.00 for reimbursement for projected overspending this fiscal year, which requires additional information to be obtained through quarterly reporting.

**Resubmission:** Overspend for FY 22 eliminated. Increase now based on serious crimes and corrected estimates for per case billing, as well as addition of 4 polycoms and scheduler to enhance attorney/client visit access in jail. Without documentation to support the increases for misdemeanor and capital representation, the recommendation is to fund at the requested levels from the first submission.

**Approve plan, partially approve cost analysis**

Pursuant to MCL 780.993(4), staff recommends approving the plan and a portion of the resubmitted cost analysis.

**19. D47 Farmington**

FY22 approved total system cost: \$356,483.14

FY23 *requested* total system cost: \$467,713.19

**FY23 Staff Recommended total: \$452,600.00**

**Original submission:** Managed Assigned Counsel Administration; request for funding clerk time for weekend arraignments is not necessitated by the MIDC Standards; increased hours for MAC is not consistent with projected needs and rates for docket coverage exceeds proposed Standard 8 rates.

**Resubmission:** Hours for MAC and payments have been adjusted to meet projected needs, are now consistent with Standard 8 rates, and appear reasonable on review; clerk time for weekend arraignments should be eliminated completely.

## MIDC FY23

Funding Unit		MIDC Funds Requested	Local Share	Total System Costs
Alcona County	1	\$121,741.84	\$41,333.16	\$163,075.00
Allegan County	1	\$3,841,942.28	\$545,137.80	\$4,387,080.08
Alpena County	1	\$610,527.97	\$164,640.01	\$775,167.98
Antrim County	1	\$181,374.47	\$80,783.93	\$262,158.40
Arenac County	1	\$319,782.87	\$115,230.96	\$435,013.83
Barry County	1	\$668,275.07	\$233,113.03	\$901,388.10
Bay County	1	\$1,384,878.80	\$610,943.97	\$1,995,822.77
Berrien County	1	\$4,018,053.42	\$579,598.58	\$4,597,652.00
Branch County	1	\$1,148,816.79	\$155,918.31	\$1,304,735.10
Calhoun County	1	\$3,856,980.41	\$703,755.74	\$4,560,736.15
Canton Township	1	\$318,617.41	\$31,385.71	\$350,003.12
Cass County	1	\$354,283.99	\$256,333.01	\$610,617.00
Charter Township of Shelby	1	\$285,050.00	\$0.00	\$285,050.00
Charter Township of Waterford	1	\$240,995.76	\$32,056.18	\$273,051.94
City of Allen Park	1	\$195,817.30	\$14,947.70	\$210,765.00
City of Birmingham	1	\$497,099.78	\$17,600.22	\$514,700.00
City of Dearborn	1	\$853,450.18	\$79,472.40	\$932,922.58
City of Dearborn Heights	1	\$183,080.75	\$9,908.25	\$192,989.00
City of Detroit	1	\$2,442,629.57	\$1,095,180.33	\$3,537,809.90
City of Eastpointe	1	\$509,189.41	\$53,423.35	\$562,612.76
City of Ferndale	1	\$540,348.63	\$15,428.37	\$555,777.00
City of Garden City	1	\$123,386.39	\$9,008.38	\$132,394.77
City of Grand Rapids	1	\$1,777,275.20	\$178,511.36	\$1,955,786.56
City of Grosse Pointe	1	\$12,042.11	\$3,257.89	\$15,300.00
City of Grosse Pointe Farms	1	\$54,367.24	\$15,132.76	\$69,500.00
City of Grosse Pointe Park	1	\$25,985.02	\$10,264.98	\$36,250.00
City of Grosse Pointe Woods	1	\$52,744.51	\$3,175.49	\$55,920.00
City of Hamtramck	1	\$91,719.75	\$14,600.25	\$106,320.00
City of Harper Woods	1	\$174,606.47	\$12,759.91	\$187,366.38
City of Hazel Park	1	\$776,965.83	\$18,518.71	\$795,484.54
City of Lincoln Park	1	\$294,615.11	\$10,819.97	\$305,435.08
City of Livonia	1	\$438,470.78	\$17,728.22	\$456,199.00

City of Madison Heights	1	\$493,402.02	\$1,795.31	\$495,197.33
City of Oak Park	1	\$407,150.14	\$42,499.86	\$449,650.00
City of Pontiac	1	\$594,629.76	\$18,164.05	\$612,793.81
City of Romulus	1	\$165,002.37	\$55,748.75	\$220,751.12
City of Roseville	1	\$666,397.27	\$90,956.21	\$757,353.48
City of Royal Oak	1	\$590,029.88	\$22,870.12	\$612,900.00
City of Southfield	1	\$508,470.00	\$83,430.00	\$591,900.00
City of Southgate	1	\$167,776.42	\$4,723.58	\$172,500.00
City of Sterling Heights	1	\$511,825.00	\$0.00	\$511,825.00
City of Taylor	1	\$237,222.18	\$40,686.03	\$277,908.21
City of Warren	1	\$840,376.57	\$123,769.06	\$964,145.63
City of Wayne	1	\$114,669.81	\$23,659.51	\$138,329.32
City of Westland	1	\$472,984.94	\$63,450.06	\$536,435.00
City of Woodhaven	1	\$187,242.19	\$77,357.81	\$264,600.00
City of Wyandotte	1	\$181,377.33	\$1,473.79	\$182,851.12
City of Wyoming	1	\$575,652.80	\$55,822.85	\$631,475.65
Clare County	1	\$1,432,064.61	\$238,377.35	\$1,670,441.96
Clinton County	1	\$1,135,801.76	\$148,998.77	\$1,284,800.53
Clinton Township	1	\$479,414.39	\$43,960.61	\$523,375.00
Dickinson County	1	\$504,890.35	\$69,191.28	\$574,081.63
Eaton County	1	\$1,727,564.54	\$448,814.26	\$2,176,378.80
Genesee County	1	\$5,401,875.64	\$1,346,053.44	\$6,747,929.08
Gogebic County	1	\$500,469.96	\$105,196.45	\$605,666.41
Grand Traverse County	1	\$1,121,059.19	\$158,187.40	\$1,279,246.59
Gratiot County	1	\$572,914.60	\$84,053.83	\$656,968.43
Hillsdale County	1	\$315,061.09	\$114,646.21	\$429,707.30
Houghton County	1	\$697,838.87	\$159,689.56	\$857,528.43
Huron County	1	\$585,127.11	\$81,818.67	\$666,945.78
Ingham County	1	\$6,110,076.15	\$929,081.63	\$7,039,157.78
Ionia County	1	\$388,809.33	\$225,161.77	\$613,971.10
Iosco County	1	\$321,568.22	\$173,151.18	\$494,719.40
Isabella County	1	\$1,360,026.67	\$240,306.09	\$1,600,332.76
Jackson County	1	\$3,658,824.23	\$571,775.36	\$4,230,599.59
Kalamazoo County	1	\$4,447,352.18	\$1,185,314.64	\$5,632,666.82

Kalkaska County	1	\$796,929.87	\$40,164.85	\$837,094.72
Kent County	1	\$8,234,416.30	\$2,468,268.31	\$10,702,684.61
Lake County	1	\$254,970.74	\$78,504.13	\$333,474.87
Lapeer County	1	\$631,890.17	\$110,704.83	\$742,595.00
Leelanau County	1	\$183,293.16	\$53,246.22	\$236,539.38
Lenawee County	1	\$1,997,691.57	\$216,496.99	\$2,214,188.56
Livingston County	1	\$1,523,535.70	\$944,189.67	\$2,467,725.37
Luce County	1	\$261,664.46	\$30,411.78	\$292,076.24
Mackinac County	1	\$75,287.42	\$137,901.55	\$213,188.97
Macomb County	1	\$7,965,965.98	\$2,259,690.22	\$10,225,656.20
Manistee County	1	\$708,185.58	\$285,366.94	\$993,552.52
Marquette County	1	\$1,361,234.84	\$231,720.13	\$1,592,954.97
Mason County	1	\$794,877.88	\$158,083.39	\$952,961.27
Mecosta County	1	\$369,234.77	\$168,216.51	\$537,451.28
Menominee County	1	\$508,757.78	\$117,111.00	\$625,868.78
Midland County	1	\$391,726.67	\$261,630.92	\$653,357.59
Monroe County	1	\$1,076,523.94	\$217,687.41	\$1,294,211.35
Montcalm County	1	\$936,200.19	\$226,942.16	\$1,163,142.35
Montmorency County	1	\$265,259.38	\$17,047.53	\$282,306.91
Ogemaw County	1	\$701,040.39	\$149,007.01	\$850,047.40
Ontonagon County	1	\$167,380.68	\$27,991.63	\$195,372.31
Osceola County	1	\$447,805.76	\$70,857.82	\$518,663.58
Oscoda County	1	\$254,786.96	\$54,763.04	\$309,550.00
Ottawa County	1	\$3,678,003.56	\$950,779.61	\$4,628,783.17
Presque Isle County	1	\$151,876.79	\$75,488.00	\$227,364.79
Roscommon County	1	\$467,601.35	\$205,261.15	\$672,862.50
Sanilac County	1	\$568,990.36	\$66,198.06	\$635,188.42
Schoolcraft County	1	\$193,514.35	\$36,598.45	\$230,112.80
Shiawassee County	1	\$1,313,841.27	\$106,911.94	\$1,420,753.21
St. Clair County	1	\$2,549,690.37	\$756,044.72	\$3,305,735.09
St. Joseph County	1	\$459,216.47	\$426,535.73	\$885,752.20
Township of Redford	1	\$186,970.90	\$53,029.10	\$240,000.00
Tuscola County	1	\$1,135,105.80	\$255,944.70	\$1,391,050.50
Washtenaw County	1	\$5,026,174.55	\$2,669,171.25	\$7,695,345.80

Wayne County	1	\$31,050,168.35	\$7,670,754.02	\$38,720,922.37
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<b>Total approved by MIDC as of 6-21-22</b>	<b>101</b>	<b>\$140,559,876.99</b>	<b>\$33,758,875.19</b>	<b>\$174,318,752.18</b>
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**Recommended for full approval by staff:**

		<b>MIDC Funds Requested</b>	<b>Local Share</b>	<b>Total System Costs</b>
Alger County	1	\$442,517.78	\$53,882.43	\$496,400.21
Charlevoix County	1	\$525,667.72	\$169,795.50	\$695,463.22
Cheboygan County	1	\$315,345.97	\$145,646.12	\$460,992.09
Chippewa County	1	\$423,343.25	\$226,130.32	\$649,473.57
City of Inkster	1	\$18,650.00	\$46,350.00	\$65,000.00
City of Highland Park	1	\$66,124.30	\$13,905.00	\$80,029.30
City of St Clair Shores	1	\$419,851.39	\$7,134.87	\$426,986.26
Crawford County	1	\$635,553.01	\$15,147.18	\$650,700.19
Delta County	1	\$611,794.73	\$110,448.96	\$722,243.69
Emmet County	1	\$441,354.28	\$164,103.72	\$605,458.00
Iron County	1	\$695,852.63	\$73,643.28	\$769,495.91
Muskegon County	1	\$3,285,820.83	\$682,162.82	\$3,967,983.65
Newaygo County	1	\$833,296.01	\$202,988.72	\$1,036,284.73
Oakland County	1	\$14,739,150.38	\$1,883,620.74	\$16,622,771.12
Oceana County	1	\$518,507.15	\$93,681.59	\$612,188.74
Otsego County	1	\$280,898.77	\$82,917.06	\$363,815.83
Wexford/Missaukee Counties	1	\$1,119,162.50	\$148,052.20	\$1,267,214.70
<b>Recommended for full approval:</b>	<b>17</b>	<b>\$25,372,890.70</b>	<b>\$4,119,610.51</b>	<b>\$29,492,501.21</b>

**Recommended for partial approval**

City of Farmington	1	\$430,517.54	\$22,082.46	\$452,600.00
Saginaw County	1	\$5,966,288.24	\$924,854.51	\$6,891,142.75
Staff recommendation:	2	<b>\$6,396,805.78</b>	<b>\$946,936.97</b>	<b>\$7,343,742.75</b>

<b>Overall totals</b>	<b>120</b>	<b>\$172,329,573.47</b>	<b>\$38,825,422.67</b>	<b>\$211,154,996.14</b>
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