

MICHIGAN INDIGENT DEFENSE COMMISSION

The Michigan Indigent Defense Commission ensures that quality public defense services are accessible to all eligible adults charged with a criminal offense in Michigan.

Date: Friday, September 12, 2025, Time: 1:30 p.m.
Michigan Bankers Association
507 S. Grand Ave, Lansing, MI 48933

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**)
 - a. June 24, 2025 Meeting Minutes
7. Chair Report
 - a. Committee assignments
8. Executive Director Report
 - a. FY26 Grant Contract (**action item**)
 - b. Authorization to continue FY25 spending (**action item**)
9. Commission Business
 - a. Standing Committee Reports
 - i. Executive Committee
 - b. Ad Hoc Committee Report
 - i. Indirect Costs
 - c. MIDC Standards Implementation
 - i. FY26 Compliance Plans and Costs (**action items**)

Staff recommends approval of the plans and costs:

1. City of Westland
2. Barry County
3. Canton Township
4. City of Ferndale
5. City of Grosse Pointe
6. City of Lincoln Park
7. City of Madison Heights
8. City of Pontiac
9. City of Romulus
10. Genesee County
11. Iron County
12. Monroe County
13. Van Buren County

Staff recommends approval of revised costs to approved FY26 plans:

14. City of Birmingham
15. Waterford Township

10. Adjourn – next meeting October 21, 2025 beginning at 9:30 a.m.

Online Access: For members of the public who wish to join the meeting online, please email Jacklyn Downer at DownerJ1@michigan.gov or contact Jackie by phone at 517-582-1741 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 24, 2025

Time: 9:30 am

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

Commission Members Participating

The following members participated in person:

- Chair Tracey Brame
- Thomas Adams
- Kimberly Buddin
- Paul Bullock
- Michael Carter
- Andrew DeLeeuw
- James Fisher
- Charissa Huang
- James Krizan
- Judge Paula Mathes
- Margaret McAvoy
- Tom McMillin
- Glenn Simmington

The following Commissioners were absent:

- Christine Green
- David Jones
- Loren Khogali
- Alicia Moon

The following members requested accommodations under the Americans with Disabilities Act to participate via Zoom:

- Gary Walker (Marquette City, Marquette County, Michigan)

Rob VerHuelen observed the meeting via Zoom but did not participate in the discussions or voting.

Chair Brame called the meeting to order at 9:35 am.

Public Comment

The following people provided public comment:

- Nicole Gilbert
- Natalie Erickson
- Sartaj Gill
- Kim Dorsey
- Neil Leithauser
- Kristen Lavoy
- Angela Peterson
- Pete Menna
- Robin Dillard
- Paulette Loftin
- Robyn McCoy
- Nicole Saady

Approval of Agenda

Commissioner McMillin moved that the agenda be adopted as presented. Commissioner Carter seconded. The motion carried.

Consent Agenda

Commissioner Adams moved that the consent agenda containing the minutes from the April meeting be adopted. Commissioner DeLeeuw seconded. The motion carried.

Chair's Report

Chair Brame welcomed new commissioner Charissa Huang. Chair Brame appointed Commissioner Huang to the Training and Evaluation Committee.

Executive Director Report

Ms. Staley provided an overview of MIDC staff activities since the April meeting. She provided an overview of the proposed FY26 grant contract.

Commissioner McMillin moved that the FY26 grant contract be approved. Commissioner Adams seconded. The motion carried.

Executive Committee

Chair Brame updated Commissioners about the Executive Committee's meeting in preparation for the June Commission meeting.

Training and Evaluation Committee

Chair Brame provided an update on the committee's meeting and the growth of the training culture in Michigan and its impact statewide.

Indigence and Compensation Committee

Marla McCowan provided an update on the committee's meeting. The committee focused on trends in contracts for attorneys and demonstrated spending needs.

Indirect Costs Committee

Ms. Staley provided an update on the committee's meeting. The committee discussed proposed modifications to the grant manual related to indirect costs and will continue working on the issue.

Regional Update

Jessica Paladino, Regional Manager for Wayne County, gave an overview of the activities in her region.

MIDC Standards Implementation**Changes to Approved FY25 Plan – City of Ferndale**

Ms. McCowan provided an overview of the plan change requested by the City of Ferndale. There is no impact on the approved cost analysis. MIDC staff recommends approving the change.

Commissioner Bullock moved that the change to the City of Ferndale's compliance plan be approved. Commissioner Adams supported. The motion carried. Commissioner Krizan abstained from the discussion and vote.

FY26 Compliance Plans and Costs

MIDC staff recommends that the FY26 compliance plans and cost analysis submitted by the following systems be approved:

- Branch County
- Ionia County
- St. Clair County
- Midland County
- Charter Township of Waterford
- City of Birmingham
- City of St Clair Shores
- Schoolcraft County
- City of Grosse Pointe Woods
- City of Taylor
- City of Wayne
- City of Wyandotte
- Berrien County
- City of Grand Rapids
- Ottawa County
- Grand Traverse County
- Manistee and Benzie Counties
- City of Dearborn Heights
- City of Harper Woods
- City of Livonia
- Grosse Ile Township
- Township of Redford
- Clinton County
- Gratiot County
- Eaton County
- Livingston County

Commissioner DeLeeuw moved that the compliance plans and cost analyses for the systems listed above be approved. Judge Mathes seconded. The motion carried.

MIDC staff recommends approval of the plans and partial approval of the costs for the following systems:

- Sanilac County

- Shiawassee County
- Washtenaw County

Commissioner Buddin moved that the compliance plans and a portion of the costs be approved for the three systems listed above. Commissioner Walker seconded.

Commissioner DeLeeuw moved that the motion be amended to approve the total costs requested by Sanilac, Shiawassee, and Washtenaw Counties. Commissioner McAvoy seconded.

Chair Brame requested a roll call vote on the amendment moved by Commissioner DeLeeuw. The amendment passed with 9 yeas (Brame, Adams, Bullock, DeLeeuw, Huang, Krizan, Mathes, McAvoy, and Simmington) and 4 nays (Buddin, Carter, Fisher, and McMillin).

Chair Brame requested a roll call vote on the amended motion to approve the FY26 compliance plans and cost analyses submitted by Sanilac County, Shiawassee County, and Washtenaw County. The motion carried with 9 yeas (Brame, Adams, Bullock, DeLeeuw, Huang, Krizan, Mathes, McAvoy, and Simmington) and four nays (Buddin, Carter, Fisher, and McMillin).

Commissioner Walker left the meeting prior to the roll call votes.

MIDC staff recommends disapproving the FY26 compliance plans and cost analyses submitted by the following systems:

- | | |
|------------------------------|-------------------------------|
| • Allegan County | • Leelanau County |
| • Van Buren County | • Dickinson County |
| • Barry County | • Emmet County |
| • Cass County | • Gogebic County |
| • Kent County | • Ontonagon County |
| • Montcalm County | • Kalkaska County |
| • Muskegon County | • Luce County |
| • Charter Township of Shelby | • Mackinac County |
| • City of Eastpointe | • Otsego County |
| • City of Hazel Park | • Canton Township |
| • City of Madison Heights | • City of Allen Park |
| • City of Pontiac | • City of Dearborn |
| • City of Roseville | • City of Garden City |
| • City of Royal Oak | • City of Grosse Pointe |
| • City of Sterling Heights | • City of Grosse Pointe Farms |
| • City of Warren | • City of Grosse Pointe Park |
| • Lapeer County | • City of Hamtramck |
| • Macomb County | • City of Highland Park |
| • Oakland County | • City of Inkster |
| • Iosco County | • City of Romulus |
| • Antrim County | • City of Southgate |

- City of Detroit
- Genesee County
- Hillsdale County
- Ingham County
- Lenawee County

Commissioner McMillin moved that the compliance plans and cost analyses submitted by the systems listed above be disapproved. Commissioner Adams seconded. The motion carried. Judge Mathes abstained from the discussion and vote with respect to Muskegon County.

MIDC staff recommends that the compliance plans and cost analyses submitted by the following systems be disapproved:

- Calhoun County
- Kalamazoo County
- St. Joseph County
- City of Farmington
- City of Ferndale
- City of Oak Park
- City of Southfield
- Clinton Township
- Clare and Gladwin Counties
- Lake County
- Mason County
- Mecosta County
- Newaygo County
- Oceana County
- Osceola County
- Alpena County
- Montmorency County
- Oscoda County
- Alcona County
- Arenac County
- Bay County
- Huron County
- Isabella County
- Ogemaw County
- Roscommon County
- Saginaw County
- Tuscola County
- Cheboygan County
- Houghton, Baraga, and Keweenaw Counties
- Presque Isle County
- Alger County
- Charlevoix County
- Chippewa County
- Crawford County
- Delta County
- Iron County
- Marquette County
- Menominee County
- Wexford and Missaukee Counties
- City of Lincoln Park
- Wayne County
- Jackson County
- Monroe County

Judge Mathes moved that the compliance plans and cost analyses submitted by the systems listed above be disapproved. Commissioner Carter seconded. The motion carried. Commissioner Krizan abstained from the discussion and vote with respect to the City of Ferndale.

MIDC Staff recommends treated the City of Westland's failure to submit a compliance plan and cost analysis for FY26 as a disapproval. Commissioner McAvoy so moved. Commissioner Simmington seconded. The motion carried.

Chair Brame adjourned the meeting at 1:43 pm.

GRANT NO 2026-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: 10/01/2025 to 09/30/2026

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 # 2026-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 for all minimum standards approved by LARA , 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 8 and the MIDC Standard on Indigency and Contribution. 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 15% 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 15% or \$10,000 (whichever is greater) 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, 2025 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 and 4th~~ all disbursements equally. The maximum amount of grant assistance approved includes the unexpended funds reported from the previous fiscal year.

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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, 2026

25% disbursement – April 15, 2026

25% disbursement – July 15, 2026 (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;

Invoices are to be provided by contract or non-employee Managed Assigned Counsel Administrators and for all contract attorneys providing direct service representation in the manner or rate in which the service is approved in the cost analysis for the indigent defense system, to track time in hourly increments where hourly rates are provided and provide specific details regarding the services performed for the billing period.

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 reports as addressed in Section 1.5, shall be provided in accordance with the following schedule:

Initial FSR and compliance report for 10/1/25–12/31/25 – January 31, 2026

2nd FSR and compliance report for 1/1/26-3/31/26 – April 30, 2026

3rd FSR and compliance report for 4/1/26-6/30/26 – July 31, 2026

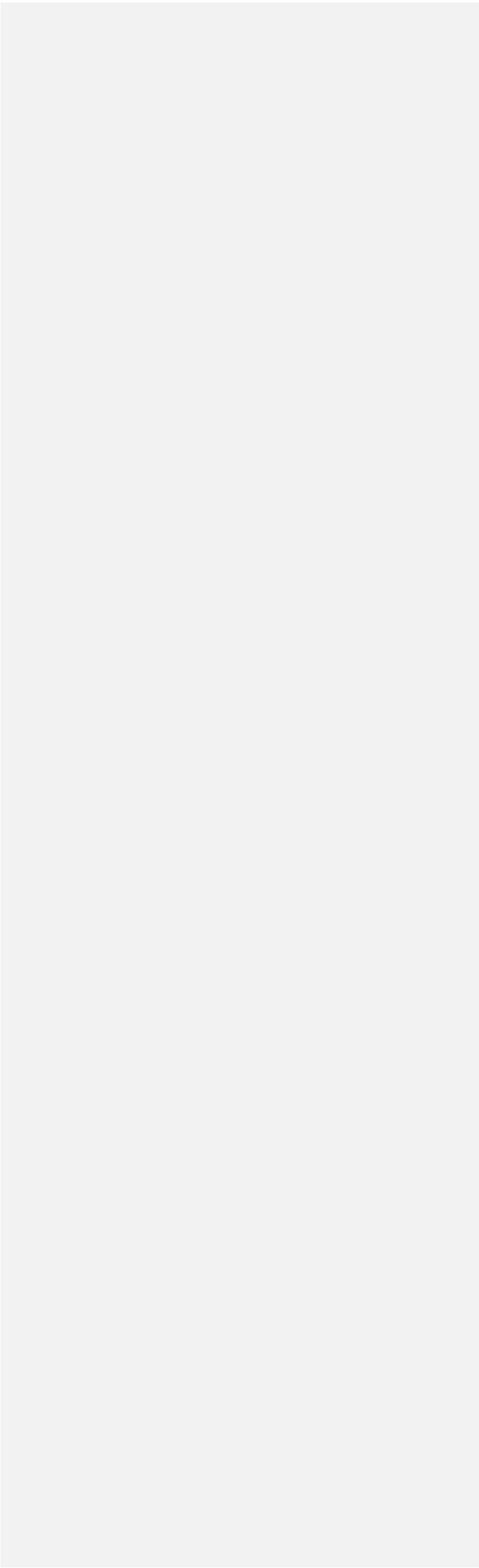
Final FSR and compliance report for 7/1/26-9/30/26 – October 31, 2026

Any reporting subsequently returned by MIDC Staff should be corrected and resubmitted for review within seven business days.

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 1-8 and the Standard on Indigency and Compensation, 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

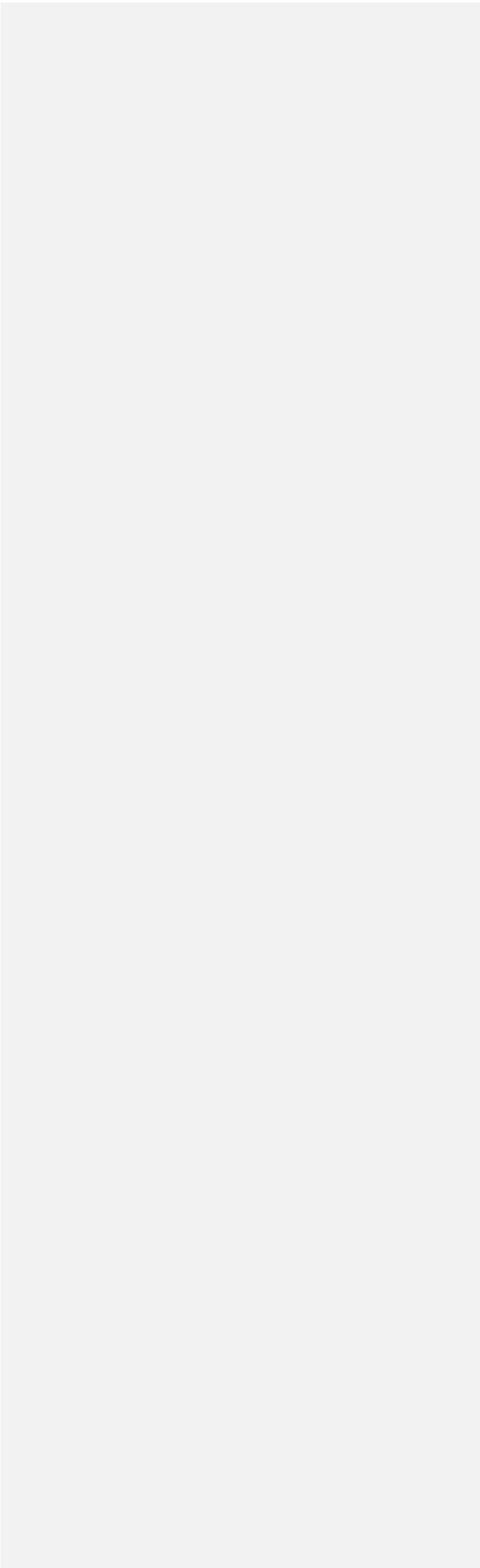
The parties will endeavor to resolve any Grant dispute in accordance with section 15 of Public Act 93 of 2013. The dispute will be referred to the parties' respective representatives or program managers. Such referral must include a description of the issues and all supporting documentation. The parties 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.



Signature:

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

Date:

Signature:

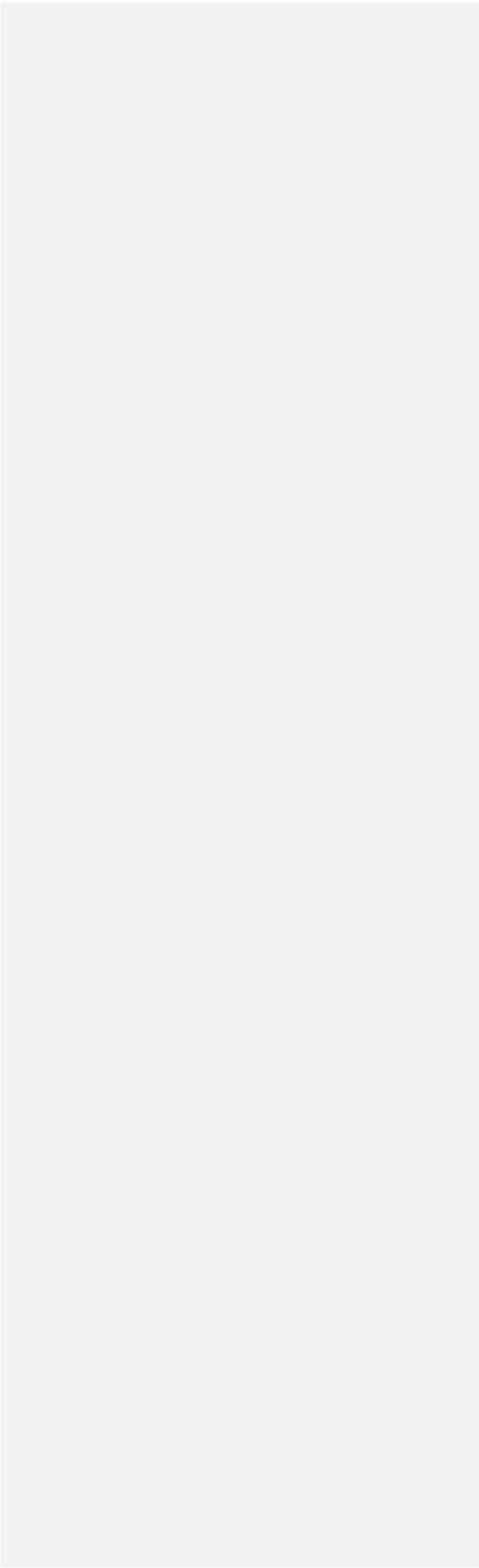
Michigan Indigent Defense Commission
Department of Licensing and Regulatory Affairs
State of Michigan

Date:

Signature:

Representative:
Date:
Funding Unit:

GRANT NO. 2026-



AMENDMENT TO ALLOW FOR EXPENDITURE OF FISCAL YEAR 2025 UNEXPENDED FUNDS

Subject to the terms and conditions below, the State of Michigan, the Michigan Indigent Defense Commission (MIDC), and the Department of Licensing and Regulatory Affairs (LARA) (collectively "Grantor") and _____ ("Grantee") enter into this Amendment to allow Grantee to use funds remaining from Grant No. _____ after September 30, 2025.

BACKGROUND

In 2024 the Michigan Legislature appropriated funds to cover the cost of indigent defense service mandates under the Michigan Indigent Defense Commission Act. Funding for fiscal year 2025 was distributed to funding units pursuant to a grant contract executed between each funding unit and Grantor. The amount of the grants included funding for a full fiscal year-- October 1, 2024, through September 30, 2025.

Pursuant to the MIDC Act, all indigent defense grant funds are required to be held in a restricted fund. MCL 780.993(14)(b). The MIDC Act also provides that unexpended funds in a system's restricted fund (not subject to MCL 780.993(11)) will be included in the system's subsequent fiscal year's expenditures through the subsequent year's compliance plan and cost analysis.

The Parties are unable to execute a new grant contract for fiscal year 2026 on or before October 1, 2025. The Parties agree, however, that Grantee should make indigent defense-related expenditures with unexpended funds from fiscal year 2025 in order to ensure the uninterrupted provision of indigent defense services.

TERMS

1. *Scope of Authority:* This Amendment incorporates by reference the fiscal year 2025 grant contract and associated fiscal year 2025 compliance plan and cost analysis. If Grantee received a budget adjustment during fiscal year 2025, it should continue spending funds in accordance with the budget adjustment. Any funds used pursuant to this Amendment shall be used consistent with the FY 25 approved compliance plan and cost analysis and shall not be used for any other purpose.

2. *Variation from Fiscal Year 2025 Spending:* Any variation in Grantee's spending requires Grantee to follow the procedures as set forth in Sec. 1.3(E) of the fiscal year 2025 grant contract. If MIDC approval is required under Sec. 1.3(E) of the fiscal year 2025 grant contract, Grantee must follow MIDC policy and procedure when applying for approval. The MIDC's approval of Grantee's fiscal year 2026 plan and/or cost analysis does not qualify as approval to deviate from Grantee's FY 25 spending.

3. *Offset:* The state grant for fiscal year 2026 will be offset by the amount of unexpended funds (not subject to MCL 780.993(11)) remaining on September 30, 2025.

4. *Fund Balance Reporting:* Michigan Compiled Laws 780.993(15) requires Grantee to report all unexpended funds as of September 30th, 2025, by October 31, 2025, to the MIDC.

5. *Incorporation:* All terms and conditions of the Parties' fiscal year 2025 grant contract (including attachments) are incorporated into this Amendment. This Amendment only extends the grant period through the Termination date as described in paragraph 11. If there is a conflict between the terms and conditions of the fiscal year 2025 grant contract and this Amendment, outside the extension of the grant period dates as described in paragraph 11, the fiscal year 2025 grant contract prevails.

MISCELLANEOUS PROVISIONS

6. *Local Share:* Nothing in this Amendment affects the calculation of the local share pursuant to the MIDC Act. That share is adjusted on an annual basis.

7. *Modification:* This Amendment, and all documents incorporated hereto, constitute the Parties' entire agreement. This Amendment can only be modified by the Parties' written agreement.

8. *Waiver:* Failure to enforce any provision of this Amendment shall not constitute a waiver.

9. *Severability:* If any court of competent jurisdiction finds any part of this Amendment to be invalid or unenforceable, that part will be deemed deleted from this Amendment. The severed part will be replaced with a mutually agreeable provision that achieves the same or similar objectives. The remaining will continue in full force and effect.

10. *Headings:* The use of headings in this Amendment is for convenience only. Headings shall not affect the interpretation of any provision of this Amendment or any of the rights or obligations of the Parties.

11. *Termination:* This Amendment shall terminate upon distribution of the initial disbursement under the fully executed FY26 grant contract. Expenditures made under this Agreement, however, shall be included and supported with documentation in the first report required under the FY26 grant contract.

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

Daniel Horn, Chief Financial Officer
Department of Licensing and Regulatory Affairs,
State of Michigan

Date: _____

Kristen Staley, Executive Director
Michigan Indigent Defense Commission,
State of Michigan

Date: _____

[Grantee Authorized Official]

Date: _____

To: Michigan Indigent Defense Commission

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

Re: Compliance Planning and Costs:
FY24 and FY25 status updates; FY26 Resubmitted
Compliance Plans

Date: September 3, 2025

I. Funding Awards by Fiscal Year

	MIDC Funding	Local Share	Total System Costs
FY 2019	\$86,722,179.85	\$37,963,396.67 ¹	\$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	\$138,348,406.27	\$38,146,920.09	\$176,495,326.36
FY 2023	\$173,928,393.06	\$38,825,422.67	\$212,753,815.73
FY 2024	\$281,237,724.24	\$38,825,422.67	\$320,063,146.91
FY 2025 ²	\$295,282,167.22	\$38,825,422.67	\$334,107,589.89

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

¹ The annual inflationary increase described in MCL 780.983(i) is calculated from the FY2019 local share.
² The list of funding approved annually for each funding unit is on the MIDC’s website, updated through April 2025.

II. FY24 Compliance Plans and Costs

A. Final Reporting

The fourth quarter of reporting from systems for FY24 (covering July 1, 2024 through September 30, 2024) was due by October 31, 2024. Funding units were required to enter the following reporting in EGrAMS:

- Attorney List
- Financial Status Report
- Quarterly Program Report
- Unexpended balance of Funds, pursuant to MCL 780.993(15)

MIDC staff published a document on the [grants page of the Commission’s website](#) identifying changes to reporting for FY24, along with updated compliance reporting instructions, and a [recorded webinar](#) covering submission of reports through our EGrAMS. Sample invoicing for attorneys is available, along with a document relating to entering codes to capture various data points. The MIDC’s Grant Manual was updated in February and posted to our Grants webpage as well.

As of this writing, nearly all reporting has been submitted and is either fully approved by MIDC Staff or pending finalization. The following reporting has not yet been finalized by the funding unit:

Funding Unit	Report Name	Reporting Through	Status
Houghton County	Financial Status Report	9/30/2024	Corrections
Houghton County	Report of Unexpended Grant Funds	9/30/2024	Pending

B. Notice of Noncompliance Issued

Pursuant to the [Compliance Resolution Process approved by the MIDC in June of 2021](#), the following systems received notices of noncompliance with the MIDC's Standards or grant contract terms:

1. Houghton County

Failure to submit reports, issued 5-7-25.

2. Wayne County

On November 7, 2024, 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:

1. Failure to provide confidential meeting space for in-custody defendants to meet with assigned counsel as required by MIDC Standard 2 - initial interviews.

I made a site evaluation on June 4, 2025 in coordination with the local system stakeholders and architectural planners to evaluate the progress being made on confidential meeting space in the Criminal Justice Center. I believe the work is ongoing but we have not received any further updates as of this writing.

III. FY25 Compliance Planning

A. Overview of status and funding distributed to date

As of the MIDC's October 15, 2024 meeting, all 120 compliance plans and cost analyses were approved, and communication regarding that status was sent through our grant management system. The MIDC has distributed contracts to all funding units and as of this writing all 120 have been fully executed by the local system, the MIDC, and LARA. Funding has been distributed pursuant to the contract terms, requiring:

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

25% disbursement – January 15, 2025

25% disbursement – April 15, 2025

25% disbursement – July 15, 2025 (upcoming final payment)

The current fiscal year's grant funds advanced are reduced by the amount of unexpended funds from the prior fiscal year's grant by reducing the 2nd and 3rd disbursement equally.

The schedule of disbursement of funds is contingent upon receipt of quarterly reporting. As of this writing, the only system that has not received payments according to the schedule (above) is Houghton County.

B. Budget Adjustments

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. 43 (February 2025):

- Barry County
- Berrien County
- Branch County
- Canton Township
- Cass County
- Charter Township of Shelby
- Cheboygan County
- Chippewa County
- City of Detroit
- City of Farmington
- City of Grand Rapids

- City of Harper Woods
- City of Inkster
- City of Sterling Heights
- Emmet County
- Genesee County
- Iosco County
- Jackson County
- Muskegon County
- Oakland County
- Ontonagon County
- Otsego County
- Ottawa County
- Ottawa County
- Van Buren County
- Wexford County

The following budget adjustment requests were denied by the Grants Director:

- Charter Township of Waterford
- Saginaw County

C. Reporting Due

The MIDC Staff hosted live webinars on December 11 and December 13 covering a variety of topics related to grant management in this new fiscal year. The slides from the webinar were subsequently emailed to all defender leaders and posted to the MIDC's website. Daily zoom-based "office hours" were offered by MIDC staff daily the week of January 27, ahead of the first quarterly reporting due date. The first quarter of reporting from systems for FY25 (covering October 1, 2024 through December 31, 2024) was due by January 31, 2025 and the second quarter of reporting (covering January 1, 2025 through March 31, 2025)

was due by April 30, 2025. Funding units were required to enter the following reporting in EGrAMS:

- Attorney List
- Financial Status Report
- Quarterly Program Report

Most funding units have submitted their reporting timely and those reports are currently being reviewed by MIDC staff if not already approved. As of this writing, the following reporting remains unsubmitted and pending with the funding unit:

	Report	Due thru	Status
Arenac County	FSR	6/30/2025	Pending
Chippewa County	QPR	6/30/2025	Pending
Eaton County	FSR	6/30/2025	Pending
Midland County	FSR	6/30/2025	Pending
Presque Isle County	ATYLST	6/30/2025	Pending

D. Notice of Noncompliance Issued

The following systems received a notice of noncompliance for failing to submit timely reporting. Most reports have since been submitted and continue to be resolved by staff and the local system:

Notice issued 5/7/25:

- Wayne County

Notice issued 7/8/25:

- Cheboygan County
- Delta County
- Houghton County
- Presque Isle County

IV. FY26 Compliance Planning

All funding units were required to submit a plan for compliance with all approved MIDC Standards pursuant MCL §780.993, which provides:

(3) No later than 180 days after a standard is approved by the department, each indigent criminal defense system shall submit a plan to the MIDC for the provision of indigent criminal defense services in a manner as determined by the MIDC and shall submit an annual plan for the following state fiscal year on or before October 1 of each year. A plan submitted under this subsection must specifically address how the minimum standards established by the MIDC under this act will be met and must include a cost analysis for meeting those minimum standards. The standards to be addressed in the annual plan are those approved not less than 180 days before the annual plan submission date. The cost analysis must include a statement of the funds in excess of the local share, if any, necessary to allow its system to comply with the MIDC's minimum standards.

(4) The MIDC shall approve or disapprove all or any portion of a plan or cost analysis, or both a plan and cost analysis, submitted under subsection (3), and shall do so within 90 calendar days of the submission of the plan and cost analysis. If the MIDC disapproves any part of the plan, the cost analysis, or both the plan and the cost analysis, the indigent criminal defense system shall consult with the MIDC and, for any disapproved portion, submit a new plan, a new cost analysis, or both within 60 calendar days of the mailing date of the official notification of the MIDC's disapproval. If after 3 submissions a compromise is not reached, the dispute must be resolved as provided in section 15. All approved provisions of an indigent criminal defense system's plan and cost analysis must not be delayed by any disapproved portion and must proceed as provided in this act. The MIDC shall not approve a cost analysis or portion of a cost analysis unless it is reasonably and directly related to an indigent defense function.

Funding units are using the MIDC's Grant Management System (EGrAMS) to submit compliance plans. A detailed, self-guided tutorial was prepared for funding units and [linked on our website](#) along with resources and materials for planning.

A. Status

As of the June 24, 2025 Commission meeting, 29 systems have their plans and costs approved for FY2026. The remaining funding units received notification via US Mail as required by MCL 780.993(4) on June 27, 2025 and via EGrAMS which opened for resubmissions on June 30, 2025.

B. Resubmissions

Resubmissions pursuant to MCL 780.993(4) were due no later than Friday August 29, 2025 by 11:59 p.m. All resubmissions were timely received.

C. Recommendations (**action items**)

Staff recommends approving the plan and cost analysis:

1. [City of Westland](#)
 FY 24 approved funding utilized: 106%
 FY 25 approved funding: \$675,285.00
Spending through Q3: 70%
 FY 26 requested funding: \$690,295.00

No initial submission.

Part-time employee MAC oversees a small roster of assigned attorneys using a house counsel model. For Standard 6 tracking purposes, MAC uses a manual system with daily docket sheets turned in by house counsel to track docket hours/assignments and ensure attorneys do not

exceed annual hours. Contracts for attorneys increase is reflected in an hourly rate increase from \$126/hr in FY25 to \$130/hr in FY26. Total increase in this category of \$15,010.00, this amount is in line with projections based on FY24 and FY25 spending.

2. Barry County

FY24 approved funding utilized: 57%

FY 25 approved funding: \$1,584,164.04

Spending through Q3: 51%

FY 26 requested funding: \$1,356,911.28

County based public defender office with 4 employees that accepts all adult indigent defense cases and manages a conflict roster. PD office will monitor all data related to MIDC standards. Caseloads are tracked on a spreadsheet; PD office is based in courthouse and assesses qualifications, conducts reviews and makes observations regularly. Formal reviews occur every three years. Increase to personnel and fringes (+\$82,938.80) related to 2 employees receiving a county pay scale upgrade; other COLAs and additional slight fringes increase for other staff. Significant decrease in contracts for attorneys (-\$227,281.50) based on current spending and FY 25/FY 24 case trends. The system is no longer seeking \$40,000.00 in their expert request for their sole juvenile lifer case that has been resolved without need for expert funds. Minor increases in supplies/services.

Resubmission: After reviewing YTD spending, revised reductions to contracts for attorneys (-\$273,833.56) based on projected needs.

3. [Canton Township](#)

FY 24 approved funding utilized: 109%

FY 25 approved funding: \$423,150.00

Spending through Q3: 60%

FY 26 requested funding: \$386,020.96

Note: Many Wayne County Third Class District Courts are part of a Regionalized Managed Assigned Counsel System (RMACO) based in the City of Dearborn which oversees compliance related to the MIDC's standards.

Third class district court participates in RMACO. Increase to contracts for attorneys due to an increase in the hourly rate and additional attorney added to docket day schedule (+\$69,040); last year the system was reimbursed for overspending on direct services which is not repeated here (-\$42,000).

Resubmission: Decrease in overall hours for contracted attorneys based on projected needs; inclusion of 36 hours for covering problem solving courts (+\$4,680) as a continuation from an FY25 budget adjustment.

4. [City of Ferndale](#)

FY 24 approved funding utilized: 66%

FY 25 approved funding: \$788,516.35

Spending through Q3: 49%

FY 26 requested funding: \$520,960.65

Contractor MAC overseeing a roster of attorneys. Ferndale opted into a regional management plan with Oakland County to achieve compliance with Standards 6 and 7. Request for additional (potentially duplicative) funding for caseload data collection requires clarification.

Resubmission: Based on historical and current spending, reduced contracts for attorneys (-\$260,145.00), and experts and investigators (-

\$7,110.70) and removed unneeded supplies and services (-\$300.00). System also deleted unneeded MAC-based data collection costs from original submission (-\$19,968.00).

5. [City of Grosse Pointe](#)

FY 24 approved funding utilized: 57%

FY 25 approved funding: \$21,168.00

Spending through Q3: 46%

FY 26 requested funding: \$13,011.83

Third class district court participates in RMACO. Increase to rates for contracts for attorneys but overall reduction in hours based on projections (-\$6,989.94).

Resubmission: Revised hours for contracts for attorneys based on projected spending (-\$8,156.17).

6. [City of Lincoln Park](#)

FY 24 approved funding utilized: 96%

FY 25 approved funding: \$380,202.07

Spending through Q3: 54%

FY 26 requested funding: \$346,644.50

Part-time employee MAC oversees a small roster of assigned attorneys using a largely house counsel model. MAC uses a case management system to track assignments and ensure attorneys do not exceed annual hours. Clarification is required as to the review process for attorney performance.

Resubmission: The MAC will provide a formal, written review for all roster attorneys annually and will incorporate court watching and feedback from system stakeholders. Reduced contracts for attorneys (-\$19,270.00) based on historic and projected spending; decreased

training/travel (-\$903.00) due to attorneys utilizing RMACO funding and/or Wayne County's training programs.

7. [City of Madison Heights](#)

FY 24 approved funding utilized: 70%

FY 25 approved funding: \$705,333.37

Spending through Q3: 58%

FY 26 requested funding: \$527,489.67

Contract MAC office overseeing a roster of 32 attorneys. New Oakland County IDSO Compliance Attorney via interlocal agreement will track attorney caseloads. The MAC will also track attorney caseload, reviewing monthly and quarterly updates, and the MAC will contact attorneys with high volume of cases to ensure they remain below their year-to-date cap. MAC reviews prospective roster attorney CVs and has thorough discussions with them on their background, criminal defense history, experiences, and current legal work. MAC explains MIDC requirements and standards prior to accepting them onto roster. MAC regularly sends out emails to all attorneys regarding the current and newly implemented standards, as well as important updates and CLE courses to attend. One-on-one conversations between the MAC and attorneys also occur regularly and as needed. Additionally, the Oakland County Indigent Defense Services Office has a compliance attorney who reviews and observes MIDC attorneys every three years, via interlocal agreement. Compliance attorney sends her reports to MAC. All concerns are followed up by the MAC. Contracts for attorneys to reflect new hourly rate (-\$77,023.00) and reduced hours.

Resubmission: Revised reductions to contracts for attorneys based on projected needs for hours and caseloads (-\$172,511.00); reduced experts/investigators (-\$3912.12) and training/travel (-\$1,152.00) based on historic spending.

8. [City of Pontiac](#)

FY 24 approved funding utilized: 36%

FY 25 approved funding: \$1,319,413.18

Spending through Q3: 42%

FY 26 requested funding: \$686,427.28

Contractor MAC overseeing a roster of 24 attorneys. Attorney caseloads will be monitored through its internal database and participation in the LMOS pilot project. Attorneys will be notified via email if they have reached their caseload cap. For Standard 7 qualifications to roster, applicant attorneys are required to answer questions that mirror Standard 7 qualifications, to decide eligibility. For current attorneys, MIDC executive sends a survey to determine how many attorneys meet the Standard 7 qualifications applicable to their current category; qualification level is determined by the MAC. Review of counsel occurs via interlocal agreement w/Oakland County IDSO, whose Standard 6/7 Compliance Attorney will review 1/3 of the total number of attorneys on its criminal appointment list, every three years using a detailed 5-step process. Decrease to contracts for attorneys (-\$593,583.60) should continue to be evaluated.

Resubmission: Revised reductions to contracts for attorneys (-\$622,247.99) and also reduced experts/investigators (-\$5,000) and supplies/services (-\$1,540.36) based on historic spending and projected needs. Minor increases to personnel and indirect costs are captured in original submission.

9. City of Romulus

FY 24 approved funding utilized: 78%

FY 25 approved funding: \$302,667.20

Spending through Q3: 59%

FY 26 requested funding: \$238,901.43

Third class district court participates in RMACO. Increase to rates for contracts for attorneys but overall reduction in hours based on projections (-\$34,876).

Resubmission: Revised decrease to contracts for attorneys based on projected needs (-\$63,765.70).

10. Genesee County

FY 24 approved funding utilized: 30%

FY 25 approved funding: \$17,308,519.15

Spending through Q3: 39%

FY 26 requested funding: \$10,795,968.27

County-based public defender office also oversees a roster of private attorneys. Caseloads will be monitored via spreadsheet/MIDC caseload tracker and roster attorneys will self-report outside assignments. System will participate in the South-Central Caseload Tracking Pilot Program. Assignments will be suspended if an attorney reaches the cap. Chief PD reviews qualifications upon hiring and addition to roster, with MAC input. Annual evaluations provided to newer attorneys; bi-annual evaluations provided for established attorneys. Adjustments to personnel/fringes including salaries/COLA (+\$152,290); significant reduction to contracts for attorneys (-\$4,124,899) based on historical use and projected need; reductions to experts for resolved Poole/Parks cases (-\$860,000); increases to contracts/other for software increases and adding new digital evidence software to streamline discovery from the prosecutor (+\$72,000); increases to travel and training for case-related travel costs, some

increased training meals/lodging, mileage and support staff training (+\$29,511); supplies and services increase for CAP (+\$21,066) and transcripts (+\$12,000) plus other minor adjustments elsewhere in costs.

Resubmission: System made further decreases from original submission to the following categories: personnel/fringes (-\$18,970.83) to reduce by 1 legal fellow & reduce intern hours; contracts for attorneys (-\$1,547,234); experts and investigators (-\$230,000); supplies/services furniture (-\$6,355.68); interns (-\$5000); travel/training (-\$28,324); increase to Interpreters (+\$1000); all consistent with FY24-FY25 Q1-Q3 actual spending and projected needs.

11. [Iron County](#)

FY 24 approved funding utilized: 53%

FY 25 approved funding: \$782,679.59

Spending through Q3: 51%

FY 26 requested funding: \$636,028.38

Vendor-based public defender office and MAC for conflict cases. Detail is required regarding the review process for attorneys.

Resubmission: The Chief Public Defender will meet with each attorney to review and assess counsel and will provide attorneys with an opportunity for self-evaluation. Any client feedback will also be shared with the attorney. Notes from annual attorney reviews are stored electronically in the attorney's file. System made reductions overall to contracts for attorneys (-\$58,731.21), experts/investigators (-\$77,500) and training/travel (-\$10,420) based on projected needs. Vendor office is now fully staffed.

12. Monroe County

FY 24 approved funding utilized: 89%

FY 25 approved funding: \$3,632,029.54

Spending through Q3: 40%

FY 26 requested funding: \$2,863,547.67

Employee MAC oversees roster of attorneys and will monitor caseloads via spreadsheet/Clio; system will participate in the South-Central Caseload Tracking Pilot Program and also ask attorneys to self-report caseloads. System will make a good faith effort to suspend assignments until an attorney is under the cap. The MAC will review qualifications using an Attorney Evaluation form and provide annual evaluations to attorneys. Clarification is required for in-house training plan offered to roster attorneys.

Resubmission: Local system will offer 2-3 in-house training sessions to roster attorneys based on attorney needs; trainers will be compensated for prep and course time consistent with MIDC's guidelines for trainers and training providers. Overall decrease to Personnel/Fringes (-\$16,063), but adding 1 paralegal/admin position for legal fellow/admin/data collection purposes (+\$28,395). Reduced contracts/attorneys (-\$628,780.41) based on projected spending. Increase to contracts/other to add additional users to case management software (+\$2,238); reduce supplies and services to remove FY25 projected overage/reimbursement (-\$100,000) and minor adjustments elsewhere in cost analysis; added feasibility study to supplies/services (+\$50,000) per local system request to evaluate a system delivery model change.

13. Van Buren County

FY 24 approved funding utilized: 80% (regionalized w/Allegan)

FY 25 approved funding: \$3,957,057.97

Spending through Q3: 37%

FY 26 requested funding: \$3,143,162.99

Newly-established County based public defender office; hiring is ongoing. System delivery model is new as of October 2024 with goal to continue hiring and reduce reliance on contracts for attorneys. PD utilizes defenderData and the MIDC caseload tracking spreadsheet to regularly monitor assignments; roster attorneys are responsible for reporting out-of-system assignments biannually; any attorney at limit will not be assigned new cases. PD tacks qualifications of counsel at hiring and formal reviews will occur at a minimum annually. Notably significant reductions in fringes (health insurance -\$177,668.30), contracts for attorneys (-\$243,922.00), experts and investigators (-\$71,650.00), and supplies/services (-\$87,713.56).

Resubmission: After reviewing YTD spending, system revised reductions to contracts for attorneys (-\$313,922.00), experts/investigators (-\$121,562.50), training/travel (-\$10,065.62) supplies/services (-\$92,843.56) and indirect costs (-\$101,033.00).

Summary of resubmissions:

Funding Unit	FY25 Total System Costs	FY25 funds used through Q3	FY26 Requested Total Costs	\$ Cost Difference	% Difference
Barry County	\$1,584,164.04	51%	\$1,356,911.28	-\$227,252.76	-14%
Canton Township	\$423,150.00	60%	\$386,020.96	-\$37,129.04	-9%
City of Ferndale	\$788,516.35	49%	\$520,960.65	-\$267,555.70	-34%
City of Grosse Pointe	\$21,168.00	46%	\$13,011.83	-\$8,156.17	-39%
City of Madison Heights	\$705,333.37	58%	\$527,489.67	-\$177,843.70	-25%
City of Lincoln Park	\$380,202.07	54%	\$346,644.50	-\$33,557.57	-9%
City of Pontiac	\$1,319,413.18	42%	\$686,427.28	-\$632,985.90	-48%
City of Romulus	\$302,667.20	59%	\$238,901.43	-\$63,765.77	-21%
City of Westland	\$675,285.00	70%	\$690,295.00	\$15,010.00	2%
Genesee County	\$17,308,519.15	39%	\$10,795,968.27	-\$6,512,550.88	-38%
Iron County	\$782,679.59	51%	\$636,028.38	-\$146,651.21	-19%
Monroe County	\$3,632,029.54	40%	\$2,863,547.67	-\$768,481.87	-21%
Van Buren County	\$3,957,057.97	37%	\$3,143,162.99	-\$813,894.98	-21%
Totals	\$31,880,185.46		\$22,205,369.91	-\$9,674,815.55	-30%

Staff recommends revising the FY26 cost analysis:

14. [Charter Township of Waterford](#)

FY 24 approved funding utilized: 30%

FY 25 approved funding: \$579,006.38

Spending through Q3: 34%

FY 26 approved funding: \$264,992.23

FY26 revised recommendation: \$264,512.23

Contractor MAC overseeing a roster of 26 attorneys. Attorney caseloads will be monitored through its internal database. To monitor the caseloads that attorneys are carrying in other systems they will continue to participate in LMOS pilot project. Review of counsel occurs via inter local agreement w/Oakland County IDSO, whose Standard 6/7 Compliance Attorney will review 1/3 of the total number of attorneys on its criminal appointment list, every three years using a detailed 5-step process, with a report back to the MAC for finalization. Significant decrease to Contracts for Attorneys (-\$302,059.30) based on projected needs; slight increases for other categories except for data collection where case management software eliminated from FY26 budget.

Revision: staff recommends deleting the requested funding for NAPD programming (-\$480) and attorneys will be covered in the Oakland County plan.

15. [City of Birmingham](#)

FY 24 approved funding utilized: 66%

FY 25 approved funding: \$765,675.00

Spending through Q3: 40%

FY 26 approved funding: \$545,347.91

FY26 revised recommendation: \$542,872.91

Part-time contract co-MACs overseeing a roster of attorneys. Birmingham has partnered with the Oakland County system to utilize the attorney employee to implement compliance with Standards 6 and

7. MAC still runs a monthly report of all cases assigned to attorneys and will share the report and collaborate with other local MACs in effort to monitor caseloads in other systems i.e. LMOS pilot program. Currently, attorneys who wish to be added to Birmingham's roster provide information about their qualifications and other courts in which they practice. Oakland County Indigent Defense Services Office has a Standard 6 & 7 Compliance Attorney who will be reviewing and court observing MIDC attorneys. Attorneys are reviewed every 3 years by compliance counsel. Decrease to contract for attorneys based on a budget reduction that also took into account increased hourly rates and addition of appeals (-\$221,077.09); slight decrease to experts and investigators due to reduced need for substance abuse evaluations (-\$350.00).

Revision: staff recommends deleting the requested funding for SADO membership (-\$2,475) and attorneys will be covered in the Oakland County plan.