



MICHIGAN INDIGENT DEFENSE COMMISSION

Dear Grantee:

Attached is the fiscal year 2020 indigent defense grant contract for your local funding unit. If you are receiving this letter, the Michigan Indigent Defense Commission (MIDC) has approved your plan and cost analysis for compliance with approved MIDC Standards.

Fiscal Year 2020 Grant Contract

Please read the grant contract carefully and share it with any person in your funding unit that may be responsible for implementation, compliance reporting, or financial reporting related to the grant. The grant contract contains important information and dates regarding distribution of grant funds, compliance, and requirements for reporting.

Once the grant contract is signed by the authorized signatory for the funding unit, please return the signed contract by email to **LARA-MIDC-Info@michigan.gov**. You should include your Regional Manager on this email. The contract will be signed by MIDC and LARA and then entered into SIGMA for payment. You will receive a fully executed copy of the contract by email.

Once the contract has been fully executed, the initial state grant disbursement will be processed for advance payment. The state grant disbursement will be reduced by any reported FY19 unexpended state grant funds.

This contract covers any spending occurring between **October 1, 2019 and September 30, 2020** that has been approved as part of the cost analysis. Please see Attachment B to the contract for the funding unit's approved budget.

Grant Reporting and Webinars

The first quarterly compliance and financial reports will be due **January 31, 2020**. This report should reflect compliance and financial information for the period of October 1, 2019 through December 31, 2019. *Please note that budget adjustment and substantial plan change requests should only be submitted with the quarterly reports.* If you have questions about this, please contact your Regional Manager.

The MIDC staff will host informational webinars regarding first quarter reporting in January 2020. Additional information on the upcoming webinars will be available soon.

Upcoming Commission Meetings

The Commission's final meeting of the year will be December 17, 2019 at 200 N. Washington Square in downtown Lansing. The agenda and meeting packet will be posted on the Commission's website, www.michiganidc.gov, in advance of the meeting. We welcome you to attend the

meeting, which will begin at 11:00 a.m. The Commission will publish the schedule for 2020 meetings in December.

Please do not hesitate to contact me if you have any feedback, or your Regional Manager if you have questions about implementation under the grant contract. We encourage you to continue to check our website, www.michiganidc.gov/grants, where you can find information regarding the time and location of the Commission's meetings, as well as other updated information.

Sincerely,

s/Loren Khogali

Loren Khogali, Executive Director
Michigan Indigent Defense Commission
Phone: (517) 275-2845/Email: khogalil@michigan.gov

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

GRANTEE/ADDRESS:

Gary Wall
Township Supervisor
5200 Civic Center Dr.
Waterford, MI 48329
248-674-3111

GRANTOR/ADDRESS:

Michigan Indigent Defense Commission
Department of Licensing and Regulatory Affairs
200 N. Washington Square
Lansing, MI 48933
517-657-3060
866-291-0874

GRANT PERIOD:

From October 1, 2019 to September 30, 2020

TOTAL AUTHORIZED BUDGET: \$351,679.06

FY 20 State Grant Contribution: \$196,681.69

FY 20 Local Share Contribution: \$31,807.20

FY 19 Prior Year Unspent Funds: \$123,190.17

ACCOUNTING DETAIL: Accounting Template No.: 6411113T032

SIGMA Vendor Code: 0048498

GRANT

This is Grant # 2020-16 between the Michigan Indigent Defense Commission (MIDC) (Grantor), and Waterford Charter Township (Grantee), subject to terms and conditions of this grant agreement (Agreement).

1.0 Statement of Purpose

The purpose of this Grant is to provide funding to assist the Grantee to comply with the Compliance Plan and Cost Analysis approved by the MIDC for the provision of indigent criminal defense services through the Standards approved by LARA on May 22, 2017, and the process described in the Michigan Indigent Defense Act.. The funding for this grant is contingent upon an appropriation by the legislature that is signed by the Governor. In the event a budget is not enacted by the effective date of the grant, the grant agreement will not be executed.

1.1 Definitions

- A. Budget means a detailed statement of estimated costs consistent with the Grantee's approved 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 Attachment B to the funding unit's grant budget.
- C. Compliance 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. MIDC means the Michigan Indigent Defense Commission.
- G. Subgrantee means a governmental agency or other legal entity to which an MIDC subgrant is awarded by the Grantee. Attorneys representing indigent defendants, including both public defenders and attorneys contracted to represent indigent defendants, public defender office employees, judges, magistrates, court personnel, and professional service contract vendors shall not be considered subgrantees.

- H. "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 Michigan Indigent Defense Act, MCL 780.991 *et seq*, specifically Standards 1 through 4. 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 the grant in bringing its system into compliance with the minimum standards established by the MIDC within 180 days after receiving funds from the MIDC. Grantee 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 (Attachment A), addresses the prescribed methods the 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, Attachment C, without the prior written consent of the MIDC.
- C. Attachment B is the Budget. The Grantee agrees that all funds are to be spent as detailed in the Budget, unless a budget adjustment request is approved, in accordance with 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 \$319,871.86.

The 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, 2019 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.

An initial advance of 50% of the State Grant shall be made to the Grantee upon receipt by the Grantor of a signed Agreement. The Grantor shall make subsequent disbursements of 25% up to the total state grant amount in accordance with the following schedule:

Initial Advance of 50% of the state grant – Within 15 days of receipt of executed agreement
25% disbursement – May 15, 2020
25% disbursement – August 14, 2020 (final payment).

The above schedule of disbursement of funds is contingent after receipt of quarterly reporting as addressed in this section and section 1.5 of this document. 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;
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;
- Personnel detail including full-time equivalency of any grant funded positions, including total compensation for that position;

Upon request, the Grantee shall provide the MIDC with additional documentation/verification of expenditures under the grant within 30 days of the making of the request. 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 as provided in Attachment D 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 10/1/19–12/31/19 - – January 31, 2020

2nd FSR and compliance report for 1/1/20-3/31/20 – April 30, 2020

3rd FSR and compliance report for 4/1/20-6/30/20 – July 31, 2020

Final FSR and compliance report for 7/1/20-9/30/20 – October 31,2020

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 progress reports on compliance with the Standards and participate in follow up and evaluation activities. Compliance reports include narrative responses containing a description of the Grantee’s compliance with standards 1-4, identifying problems or delays, actual, real or anticipated and any significant deviation from the approved Compliance Plan. The 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 on the template, 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 the Grantor.

2.2 Delegation

Grantee must notify the MIDC at least 90 calendar days before the proposed delegation with reasonable detail of 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 a subgrantee. Grantee remains responsible for the completion of the Grant activities and compliance with the terms of this Grant.

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), as amended 12/23/18.

2.4 Share-in-savings

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

2.6 Accounting

The Grantee must establish and maintain a restricted indigent defense fund in their local chart of accounts to record all transactions related to the indigent defense grant. The restricted fund will not lapse to the local general fund at the close of the Grantee's fiscal year. The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which

will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all indigent defense funds received. 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

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

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors 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 the Grantee to the 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.

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

2.8 Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition, consistent with Grantee's purchasing policies. Sole source contracts should be negotiated to the extent that such negotiation is possible. Attorney contracts, including managed assigned counsel contracts for representation of indigent or partially indigent defendants, 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 the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the total grant amount.

3.1 Safety

The Grantee, and all subgrantees are responsible for 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. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

3.2 Indemnification

Each party to this 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 said Act.
- B. Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, for State approved Grant responsibilities. If parties cannot agree to the cost to be paid by the State, the parties shall attempt to resolve the dispute by mediation pursuant to MCL 780.995. The Grantee's duty to comply with MIDC standards is limited to funding covering the cost of compliance as set forth in section 17 of Public Act 93 of 2013, as amended.

3.4 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of 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 acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees except where the Commission determines that an unforeseeable condition prohibits timely compliance pursuant to MCL 780.993, Sec. 13(11).

4.0 Certification Regarding Debarment

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

4.1 Illegal Influence

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

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

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

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

4.2 Governing Law

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

4.3 Disclosure of Litigation, or Other Proceeding

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") 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 the 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 the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

4.5 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 Grant Agreement supersedes all terms of MIDC policies, guides, instructions, informational pamphlets and any other explanatory material that is in conflict with the Grant Agreement. This Grant 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 agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees. 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 its 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.

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

Date

Loren Khogali, Executive Director
Michigan Indigent Defense Commission
Department of Licensing and Regulatory Affairs
State of Michigan

Date

Gary Wall, Township Supervisor
Waterford Charter Township

Date

GRANT NO. 2020-16

MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

Compliance Planning Costs

An indigent criminal defense system may submit to the MIDC an estimate of the cost of developing a plan and cost analysis for implementing the plan under MCL 780.993(2). Please attach documentation of planning time for FY20, if seeking reimbursement under this provision.

Are you submitting a worksheet for planning costs? Yes | No

If yes, do you have receipts showing that non-funding unit employees have been paid?
 Yes | No

Submitter Information

Funding Unit/System Name: Waterford Township

Submitted By (include name, title, email address and phone number):

Barbara Miller

Accounting Manager/Assistant Budget Director

bmiller@waterfordmi.gov

248-674-6209

Local Share

Please Note: Per MCL 780.983(i), the Local Share for your indigent defense system for FY 2020 will be indexed by 3% or the recent Urban Consumer Price Index (CPI), whichever is less. CPI for the most recent period is 2.2%; FY2020 requests should include Local Share funding enhanced by this factor.

31,808

MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

Any change or corrections to your baseline local share calculation from FY19?

X Yes | No

If yes, please explain:

FY2020 request includes Local Share funding enhances by most recent CPI of 2.2%.

Attachments Submitted

- ✓ Have you attached your FY20 cost analysis? X Yes | No
 - ✓ Did you submit a list of the attorneys providing services? X Yes | No
 - ✓ If applicable, did you attach documentation supporting reimbursement for compliance planning? Yes | X No
 - ✓ Have you attached your revised local share certification (with CPI increase)?
X Yes | No
 - ✓ If you have developed any local policies for implementing the MIDC's Standards, please attach to this application. Yes | X No
-

Standard 1

Training of Attorneys

Number of attorneys as of October 1, 2019 _____ Thirty-two _____

Number of attorneys with less than 2 years of Michigan criminal defense experience as of October 1, 2019 _____ Zero _____

Any changes in your training plan from FY19? Yes | X No

If yes, please describe:

Any changes in your funding needs from FY19 for this standard? X Yes | No

If yes, please describe: A decrease in 1,200.

Standard 2

Initial Attorney meetings

How and when are defense attorneys notified of new assignments?

The Township received its first appropriation March 18th, 2019 and is still in the preliminary stages of implementation. When cases are scheduled which require the representation of indigent defense, the clerk-in-the-courtroom began faxing notice to the assigned public defender scheduled that particular day. This practice began April 15th, 2019.

The Court is keeping the fax confirmation as verification of notification. Again, we are in the early stages of implementation.

How are you verifying that in-custody attorney visits occur within three business days?

At this point, we do not have any information to draw from to answer this question.

How are you verifying introductory communications from the attorney with defendants who are not in custody?

We intend to track and verify on invoices prepared by our public defenders. The Court has requested each public defender provide a written summary of contact with the individuals s/he is slated to represent that day.

On non-custody cases, the summary should include preliminary correspondence as well as the subsequent result. Public defenders are permitted to bill .25 for initial outreach, up to a maximum of one hour for initial interviews.

On in-custody cases, the summary should include preliminary contact with arraignment attorney and subsequent research time up to one hour, and up to one hour for initial interviews held on-site at the 51st District Court. This attorney will also meet privately and represent in-custody cases at their pretrial.

MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

How are you compensating attorneys for this standard? Please provide details:
Current rate is \$100/hr billed at quarter hour increments.

Any change in the initial interview procedure from your FY19 plan? Yes | No

If yes, please explain:

Too early in implementation process to project.

Any change from your FY19 funding needs for initial interviews? Yes | No

If yes, please explain:

Slight decrease as Oakland County is only billing us \$77 per arraignment rather than \$100/hr.

Confidential Meeting Spaces

Are there confidential meeting spaces in the jail? Yes | No

Please explain or describe:

At this time, Oakland County is beginning the process of building confidential conference spaces at the jail. The County estimates construction will be complete in late 2019.

Are there confidential meeting spaces in the courthouse for in-custody and out-of-court clients? Yes | No

Please explain or describe:

The court has private offices lining the lobby of the building utilized by public defenders to meet with non-custody clients. The court utilized MIDC funding to construct two additional secured, confidential meeting spaces for public defenders to meet with in-custody clients.

We do need to install one additional Polycom unit for non-custody walk-ins to communicate with the on-call attorney.

MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

Any change from the FY19 plan for meeting spaces? Yes | No

Please explain or describe:

During our on-site review it was determined the space was not sound proof. We are currently reviewing modification requirements with our Regional Representative.

Any change in FY19 funding needs for meeting spaces? Yes | No

Please explain or describe:

Yes, originally we only equipped one room with a Polycom. We would like to equip the other side of the conference space for non-custody walk-ins.

If you had construction for meeting spaces in your FY19 plan, please provide an update on the construction project:

With the exception of soundproofing, the construction project has been completed.

Standard 3

Experts and Investigators

Do you have a written policy for requesting experts or investigators? Yes | No

If yes, please explain or attach:

Any change in the process from FY19? Yes | No

If yes, please explain:

We recently started implementing our plan so we have not actually received any requests.

Any change in your funding needs for Standard 3 from FY19? Yes | No

If yes, please explain:

Standard 4

Counsel at First Appearance and Other Critical Stages

How are you providing counsel at first appearance and other critical stages? Please provide details:

At this point, our plan is to appoint counsel as soon as individual liberty is subject to restriction, and daily-unscheduled walk-in arraignments are part of how we do business at the 51st District Court. At the time our original proposal was submitted we didn't believe volume necessitated a paid attorney on-site at all times, so our plan was to have an a designated attorney on-call to confer with walk-in arraignments whose liberty is subject to restriction, and warrant pick-ups each day from Polycom system.

The equipment has been ordered, but it has yet to be installed. Upon completion, the on-duty public defender for a private and unrecorded meeting, upon the conclusion of which the attorney will patch into the current operating system in the courtroom, and proceed to represent the individual during the proceeding via Polycom video app.

Upon completion of the construction project at Oakland County jail, the County will have attorneys to handle video arraignments for all new arrests and will bill Waterford Township based upon use.

MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

It has always been the practice of our Judges to appoint vertical representation on bench and jury trials. Cognoscente of Standard 8 related to attorney compensation on the horizon \$100 rate of pay has already been implemented. Based upon our most recent data, our projected need for vertical representation is 54,800.

Are there any misdemeanor cases where your court accepts pleas without the defendant appearing before a magistrate or a judge? For example, pleas by mail, over the counter pleas, etc. Yes | No

If yes, please provide details:

We accept pleas by mail and payable misdemeanors.

How are you calculating compensation for this standard? Please provide details:

We have factored these variables to be included in the additional funding request for on call attorneys in the additional hours requested.

Will there be any change in this process from FY19? Yes | No

If yes, please explain:

This was not something that was factored in our original plan.

Any change in how you are paying attorneys for this standard from FY19? Yes | No

If yes, please explain:

Our original weekday on call plan appears to have been better in theory than it was in application. As we began to hash through the process and procedure it proved itself to be disjointed. As such, we would request an additional 494 hours (247 business days x 2 additional hours a day) for a total of 741 hours for on call arraignments, increasing the total request to 74,000 as not to delay the process. This figure also includes plea by mail and waiveable misdemeanors.

MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

Will there be any change in your funding needs for this standard from FY19?

X Yes | No

If yes, please explain:

We would respectfully request and additional 494 hours (247 business days x 2 additional hours a day) for a total of 741 hours for on call arraignments, increasing the total request to 74,000.

Personnel

Any personnel positions/hours eliminated or reduced from FY19? X Yes | No

If yes, please explain:

The level of experience and insight required on this project exceeds that of an entry level Deputy Clerk.

Any additional positions/hours requested from FY19? X Yes | No

If yes, please explain:

This year we have worked to lay the framework and next cycle we would like to bring in someone with more experience to take the lead on project coordination and management. The role would be that of a coordinator position, and the individual would be responsible for oversight, compliance reporting, and grant application preparation.

Any change in fringe benefits from FY19? X Yes | No

If yes, please explain:

It is a part-time role, so just FICA.

Supplies & Other

Please list any supplies or equipment requested, and a brief explanation of need or use in FY20.

N/A

Indigent Defense System Cost Analysis

Grant Year October 1, 2019 - September 2020

Funding Unit Name (s) Waterford Township

Personnel	Position	Calculation hours and rate	Total	State Grant	Local Share	Other Funding Sources	Total
TBD MIDC Coordinator	Dedicated to the oversight and coordination of MIDC standards and compliance.	20hrs @ 25.77 x 52	26,800.80	26,800.80			26,800.80

Category Summary			26,800.80	26,800.80	0.00	0.00	26,800.80
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The level of experience and insight required on this project exceeds that of an entry level Deputy Clerk. This year we have worked to lay the framework and next cycle we would like to bring in someone with more experience to take the lead on project coordination and management. This individual would be responsible for oversight, complaincereporting, and grant application preparation.

Fringe Benefits	Percentage	Amount	State Grant	Local Share	Sources	Total
Employer FICA	0.0765	2,050.26	2,050.26			2,050.26

Category Summary	0.00%	2,050.26	2,050.26	0.00	0.00	2,050.26
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FICA: Sum total of wages from Fringe Benefits section multiplied by .0765.

Contractual

Contracts for Attorneys	Services Provided	Calculation hours and rate	Total	State Grant	Local Share	Other Funding Sources	Total
A. Current system to be maintained	Annual local contribution x 2.2		31,807.20		31,807.20		31,807.20
	2012 \$31,740						
	2011 \$30,076						
	2010 \$31,551						
B. Attorney Time (See Data Collection and Analysis for additional information)							
1. Video Arraignments	Represtation at OCJ	580hrs X \$77/hr	44,660.80	44,660.80			44,660.80
2. Weekend Arraignments	Represtation at OCJ	80hrs X \$77/hr	6,160.00	6,160.00			6,160.00
3. Weekday on-call at Court	Walk-in representation via Polycom	741hrs X \$100/hr	74,000.00	74,000.00			74,000.00
4. Holiday on-call	In-custody holiday representation	14d x 2hr x \$150/hr	4,200.00	4,200.00			4,200.00
5. Initial interviews	Interviews prior to court date	540 x \$100/hr	54,000.00	54,000.00			54,000.00
6. Vertical reprensentation Bench Trials	Scheduled Bench Trials appointed counsel	65 cases x 3hrs x \$100/hr	19,500.00	19,500.00			12,000.00
7. Vertical representation Bench Verdicts	Appointed counsel for bench verdicts	8 cases x 6hrs x \$100/hr	4,800.00	4,800.00			4,800.00
8. Vertical representaion appointed for Jury Trials	Scheduled Jury selection counsel appointed	32 cases x 10 x \$100/hr	32,000.00	32,000.00			32,000.00
9. Vertical representaion appointed Jury Trial	Appointed counsel for jury verdict	3 cases x 20hrs x \$100/hr	6,000.00	6,000.00			6,000.00
10. Scheduled in-custody transports	Designated Counsel to represent in-custody cases	104 dockets x 3hrs x \$100/hr	31,200.00	31,200.00			
Category Summary			308,328.00	276,520.80	31,807.20	0.00	308,328.00

1. Video Arraignments - Averaged numbers drawn from the January 1st - March 31st, 2019 Daily Video arraignment list and the 2018 figures provided by Oakland County. They are charging \$77 an arraignment to perform this service.
2. Weekend Arraignments - Estimated number based upon antidotal estimation, multiplied by hourly rate.
3. Weekday on-call at Court - Our original weekday on call plan appears to have been better in theory than it was in application. As such, we would request and additional 494 hours (247 business days x 2 additional hours a day) for a total of 741 hours for on call arraignments, increasing the total request to 74,000 as not to delay the process. This figure also includes plea by mail and waiveable misdemeanors.
4. Holiday on-call - In-custody representation on the 14 holidays
5. Initial interviews - Drawn from the annual projection based upon representation at arraignments/pretrials
6. Vertical representation Bench Trials - Based upon frequency of appointed counsel last quarter scheduled for bench trials and the estimated hours exerted for that preparation, 3.
7. Vertical representation Bench Verdicts - Based upon frequency of appointed counsel last quarter for bench verdicts and the estimated hours exerted for that preparation, 6.
8. Vertical representation appointed for Jury Trials - Based upon frequency of appointed counsel last quarter scheduled for jury selection and the estimated hours exerted for that preparation, 10.
9. Vertical representation appointed Jury Trials - Based upon frequency of appointed counsel last quarter scheduled for jury trials and the estimated hours exerted for that representation, 20.
10. Scheduled in-custody transports - Designated counsel to represent in-custody case here at the court. 104 dockets a year, multiplied by 3hrs a docket at \$100/hr.

Contracts for Experts and Investigators	Services Provided	Calculation hours and rate	Total	State Grant	Local Share	Other Funding Sources	Total
Tier I MIDC Rates							
1. Experts	Expert testimony	At MIDC Rates	10,000	10,000.00			
2. Investigators	Investigative services	60hrs X \$75/hr	4,500	4,500.00			
Category Summary			14,500.00	14,500.00	0.00	0.00	14,500.00

To date we have not received any requests. District Courts of the 3rd class are considered Tier I. As such, it seems appropriate to use the expenditures suggested to us by our MIDC representative which was an allocation of \$5,500 for expert testimony and \$4,500 for investigators.

Contracts for Construction Projects	Services Provided	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
N/A							

Category Summary			0.00	0.00	0.00	0.00	0.00
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Contracts Other	Services Provided	Calulation	Total	State Grant	Local Share	Other Funding Sources	Total
N/A							

Category Summary			0.00	0.00	0.00	0.00	0.00
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Equipment	Vendor	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
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Category Summary			0.00	0.00	0.00	0.00	0.00
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Training/Travel	Vendor	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
OCBA Training	Oakland County	\$300/PD x 32 PD	9,600.00				9,600.00

***Placeholder only to be paid to the county

Category Summary	0.00	0.00	0.00	0.00	0.00
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We would respectfully request that the \$9,600 be paid directly to Oakland County since all trainings are being held within the County and normal practice vicinity. Travel has not been factored.

Supplies/Services	Vendor	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
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Category Summary	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Budget Total	351,679.06	319,871.86	31,807.20	0.00	351,679.06
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DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET

**VEHICLE AND TRAVEL SERVICES (VTS)
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED
EMPLOYEES**

Effective October 1, 2019

MICHIGAN SELECT CITIES *

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

MICHIGAN IN-STATE ALL OTHER

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

OUT-OF-STATE SELECT CITIES *

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

OUT-OF-STATE ALL OTHER

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

Incidental Costs (per overnight stay) \$5.00

Mileage Rates

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

*See Select High Cost City Listing

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

**DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
VEHICLE AND TRAVEL SERVICES (VTS)
SELECT HIGH COST CITY LIST**

**TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED and UNCLASSIFIED EMPLOYEES EFFECTIVE
October 1, 2019**

Michigan Select Cities / Counties

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

Out of State Select Cities / Counties

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

**Department of Licensing and Regulatory Affairs
Michigan Indigent Defense Commission
FINANCIAL STATUS REPORT**

1. Name and Address of Grantee	2. Funding Unit(s)	3. Grant Number	4. Grant/Contract Period From: _____ To: _____						
5. Current Report Period From: _____ To: _____		6. Final Report YES _____ NO _____		7. Total Grant Amount State Grant _____ Local Share _____					
Contracts									
8. Cost Categories	Salaries Fringes	Contract Attorneys	Experts Investigators	Construction	Other	Equipment	Travel Training	Supplies Services	Total
a. Expenditures this Report Period	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
b. Local Share	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. State Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
d. Total Expenditures to date	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
e. Local Share Expenditures to date	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
f. State Grant Expenditures to date	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9. State Grant Advancements									
a. Received this reporting period \$0.00									
b. Received to date \$0.00									
10. Remarks	11. Certification: I certify that to the best of my knowledge and belief this report is correct and complete and that all expenditures are for the purposes set forth in the approved compliance plan and consistent with the grant contract and attachments. _____ authorizing signature date _____ position email/phone contact				12. MIDC Approval _____ Grant Manager's Signature Date _____ State Office Admin. Signature Date				