

Agenda
Tuscola County Board of Commissioners
Committee of the Whole Monday, November 5, 2018 – 8:00 A.M.
HH Purdy Building - 125 W. Lincoln, Caro, MI

Finance/Technology
Committee Leaders-Commissioners Young and Bierlein

Primary Finance/Technology

1. **Alternate to MCDC to Provide an Indigent Dental Clinic – County Health Officer**
2. **Contract with Michigan Indigent Defense Commission (See A)**
3. **Board Action to Establish the Indigent Defense Fund and Budget**
4. **Overview of Nationwide Deferred Compensation Program – Ken Kelbel (See B)**
5. **Update Regarding Providing Water to Caro Regional Center**
6. **2019 County Budget Development**
7. **Michigan Renewable Energy Collaborative – Legislation Proposal**
8. **County Jail Study – was Distributed to Commissioners for Review Prior to 11/8/18 Presentation**

On-Going and Other Finance

1. Multi-Year Financial Plan Development
2. Review of Alternative Solutions Concerning the Caro Dam
3. Continue Review of Road Commission Legacy Costs
4. Work to Resolve Remaining Assessing/Taxation Disputes with Wind Turbine Companies
5. Water Rates Paid for County Facilities Along M24 and Deckerville Roads
6. Opioid Lawsuit – Major Data Collection by County
7. Update Regarding Personal Property Tax Changes
8. Raise the Age for Juveniles Funding Proposal
9. State Assessing Change Proposal
10. Delinquent Tax Legal Chargeback Requirement for Former Vassar Foundry
11. County Property Ownership Inventory

Personnel
Committee Leader-Commissioner Bardwell

Primary Personnel

1. **Recommendation Regarding Indigent Defense Managed Assigned Counsel Administrator Position (See C)**

On-Going and Other Personnel

1. Reporting Relationship (Nepotism Policy)

Building and Grounds
Committee Leaders-Commissioners Young and Vaughan

Primary Building and Grounds

1. **Recycling Soil Removal and Grant Potential Update**
2. **Recycling Remodeling Lumber Bids**
3. **Update 10 Year Capital Improvement Plan (See D)**

On-Going and Other Building and Grounds

1. County Record Storage Needs

Other Business as Necessary

Public Comment Period

mhoagland@tuscolacounty.org

From: Clayette Zechmeister <zclay@tuscolacounty.org>
Sent: Wednesday, October 31, 2018 1:04 PM
To: Mike Hoagland
Subject: Fwd: Contract!
Attachments: Tuscola Grant Contract.pdf

The contract for Board Action next week!

----- Forwarded message -----

From: Barbara Klimaszewski <bklimaszewski@michiganidc.gov>
Date: Thu, Oct 25, 2018 at 12:24 PM
Subject: Contract!
To: Mike Hoagland <mhoagland@tuscolacounty.org>, Clayette Zechmeister <zclay@tuscolacounty.org>, Amy Gierhart <agierhart@tuscolacounty.org>

I am excited to send to you the complete grant contract package for Tuscola County's inaugural compliance plan!

The PDF document contains the completed contract and all attachments that make up the grant contract. The contract has already been signed by a representative of the Michigan Department of Licensing and Regulatory Affairs (LARA). Complying with your local procedures, please have the contract signed by an authorized official. We (MIDC and LARA) do not require an original signature returned, you may sign the contract and send it back to me by email in order to expedite the process. If your local rules require an original signature, please let me know so that I can arrange to have the original document sent to you. Otherwise, please have this one signed and return it to me by email.

Upon receipt, I will make sure it is properly forwarded for signature by our Executive Director, Loren Khogali. The executed contract will then be uploaded to the State's system and the first electronic funds disbursement of 50% of the state grant amount will be deposited using the Sigma Vendor number that you have previously provided to me.

This is a significant step in our mission to ensure that indigent defense services in Michigan are delivered in a manner that is fair, cost-effective and constitutional. It's a truly exciting time for justice in Michigan!

Thank you for all of your hard work in making this a reality!

Have a great weekend!

Barbara A. Klimaszewski

MIDC Mid-Michigan Regional Manager

989-280-9498

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Clayette A. Zechmeister
Chief Accountant, Tuscola County
125 W Lincoln St, Suite 500
Caro, MI 48723
zclav@tuscolacounty.org
voice 989-672-3710
fax 989-672-4011

Visit us Online for County Services @ www.tuscolacounty.org

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GRANT NO. 2019-41

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

GRANTEE/ADDRESS:

Thomas Bardwell
Chairman, Board of Commissioners
125 W. Lincoln Street
Caro, MI 48723
989-672-3700

GRANT ADMINISTRATOR/ADDRESS:

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

GRANT PERIOD:

From October 1, 2018 to September 30, 2019

TOTAL AUTHORIZED BUDGET: \$993,507.00

State Grant Contribution: \$745,017.00
Local Share Contribution: \$248,490.00

ACCOUNTING DETAIL: Accounting Template No.: 6412503T007

SIGMA Vendor Code: 0048120

GRANT

This is Grant #2019-41 between the Michigan Indigent Defense Commission (MIDC) (Grantor), and Tuscola County (Grantee), subject to terms and conditions of this grant agreement (Agreement).

1.0 Statement of Purpose

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

1.1 Statement of Work

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

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

1.2 Detailed Budget

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

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

1.3 Payment Schedule

The maximum amount of grant assistance offered is \$ 745,017.00. An initial advance of 50% of the State Grant shall be made to the Grantee upon receipt by the Grantor of a signed Agreement. The Grantor shall make subsequent disbursements of 25% up to the total state grant amount in accordance with the following schedule:

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

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

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

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

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

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

1.4 Monitoring and Reporting Program Performance

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

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

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

PART II - GENERAL PROVISIONS

2.1 Project Changes

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

2.2 Delegation

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

2.3 Program Income

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

2.4 Share-in-savings

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

2.5 Purchase of Equipment

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

2.6 Accounting

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

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

2.7 Records Maintenance, Inspection, Examination, and Audit

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

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

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

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

2.8 Competitive Bidding

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

3.0 Liability

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

3.1 Safety

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

3.2 General Indemnification

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

3.3 Failure to Comply and Termination

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

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

3.4 Conflicts and Ethics

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

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

3.5 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., 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, or mental or physical disability. Breach of this covenant is a material breach of this Grant.

3.6 Unfair Labor Practices

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

3.7 Force Majeure

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

4.0 Certification Regarding Debarment

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

4.1 Illegal Influence

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

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

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

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

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

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

4.2 Governing Law

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

4.3 Compliance with Laws

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

4.4 Disclosure of Litigation, or Other Proceeding

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

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

4.6 Assignment

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

4.7 Entire Grant and Modification

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

4.8 Grantee Relationship

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

4.9 Dispute Resolution

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

5.0 Severability


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

5.1 Waiver

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


5.2 Signatories

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



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

10-24-18
Date



Loren Khogali, Executive Director
Michigan Indigent Defense Commission

10/25/18
Date

Thomas Bardwell, Chairman
Board of Commissioners
Tuscola County

Date

GRANT NO. 2019-41

ATTACHMENT A

HOURLY CONTRACT FOR BOTH FELONIES & MISDEMEANORS.

COMBINATION OF SEPARATE FLAT RATE CONTRACT AND SALARIED STAFF (SYSTEM ADMINISTRATOR) FOR INITIAL APPEARANCES.

TRANSITION EVENTUALLY INTO A MANAGED ASSIGNMENT COUNSEL SYSTEM.

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

HON. AMY GRACE GIERHART, CHIEF/CIRCUIT JUDGE

HON. KIM DAVID GLASPIE, DISTRICT JUDGE

MR. JOSEPH A. VAN AUKEN, DISTRICT COURT MAGISTRATE

MS. CARYN MICHALAK, CIRCUIT COURT ADMINISTRATOR

MS. SHELIA LONG, DISTRICT COURT ADMINISTRATOR

MR. MARK E. REENE, PROSECUTING ATTORNEY

MR. GEORGE A. HOLMES, DEFENSE ATTORNEY

MS. LISA BLANTON, DEFENSE ATTORNEY

MR. GARY J. CREWS, DEFENSE ATTORNEY

MR. DUANE BURGESS, DEFENSE ATTORNEY

MR. GREG BRINGARD, DEFENSE ATTORNEY

SHERIFF GLEN SKRENT, TUSCOLA COUNTY SHERIFF DEPT

LT. BRIAN HARRIS, JAIL ADMINISTRATOR

SGT. NATHAN LICHT, JAIL STAFF

MR. MIKE MILLER, BUILDING & GROUNDS DIRECTOR

MR. EEAN LEE, IT DIRECTOR

MR. MIKE HOAGLAND, COUNTY CONTROLLER

MS. CLAYETTE ZECHMEISTER, CHIEF ACCOUNTANT

MR. CRAIG KIRKPATRICK, COUNTY COMMISSIONER

Provide an attachment with the names, license or P#'s, and years of criminal defense experience for all attorneys the funding unit(s) intends to have deliver services as part of the local indigent defense system.

THE NAMED ATTORNEYS ARE THE PRESENT CONTRACT ATTORNEYS. THOSE ATTORNEYS MAY OR MAY NOT BE ON THE CONTRACT WHEN AND IF THIS COMES IN FRUITION. THE ADDITIONAL 9 ATTORNEYS, WOULD BE OTHER LOCAL ATTORNEYS WHO WOULD BE AVAILABLE FOR CONFLICTS, ETC. THIS USUALLY HAPPENS ON PRETTY SHORT NOTICE, SO IF WE DON'T HAVE A GOOD ROSTER OF ATTORNEYS WHO ARE QUALIFIED PER MIDC, THEN WE WILL NOT HAVE ENOUGH ATTORNEYS TO FULFILL OUR NEEDS.

SEE ATTACHED, EXHIBIT "A"

Standard 1 – Training and Education

Attorneys with fewer than two years of experience practicing criminal defense in Michigan shall participate in one basic skills acquisition class. Do any of the attorneys included in this plan have fewer than the required experience and require this training? How many?

N/A

All attorneys shall annually complete at least 12 hours of continuing legal education. How many attorneys require training in this plan?

18 (THIS INCLUDES 9 ADDITIONAL ATTORNEYS FOR CONFLICTS, ETC)

How will the funding unit(s) ensure that the attorneys satisfy the 12 hours of continuing legal education during the plan year?

SYSTEM ADMINISTRATOR TO BE PROVIDED WITH CERTIFICATE OF ICLE CREDITS BY 12/31 OF THE YEAR PRECEDING THE ATTORNEY'S REPRESENTATION. SYSTEM ADMINISTRATOR RESPONSIBLE FOR VERIFYING THAT ALL COUNSEL HAVE SATISFIED THE CONTINUING LEGAL EDUCATION REQUIREMENT.

Standard 2 – Initial Interview

When a client is in local custody, counsel shall conduct an initial client intake interview within three business days after appointment. When a client is not in custody, counsel shall promptly deliver an

introductory communication so that the client may follow-up and schedule a meeting. To be successful, this requires immediate notification of appointment and client contact information.

How does the plan facilitate immediate attorney assignment and notification of new cases? How will the system ensure attorneys are completing their interviews within three business days? How will the initial interview be accomplished?

THE COURT SHALL PROVIDE IMMEDIATE ELECTRONIC NOTICE OF ASSIGNMENT TO DEFENSE ATTORNEY AND PROSECUTING ATTORNEY. PROSECUTOR TO IMMEDIATELY PROVIDE DISCOVERY PACKET VIA EMAIL; DEFENSE ATTORNEY TO COMPLETE FORM DETAILING THE DATE AND TIME OF INITIAL INTERVIEW AND SEND A COPY TO THE PLAN ADMINISTRATOR AND FILE A COPY IN THE COURT FILE. TO BE SUCCESSFUL, THIS REQUIRES IMMEDIATE NOTIFICATION OF APPOINTMENT AND CLIENT CONTACT INFORMATION. ALSO, EACH APPOINTED ATTORNEY WILL HAVE ACCESS TO AN ANDROID TABLET SO THAT DISCOVERY MATERIALS WOULD BE READILY AVAILABLE AND EASILY SHARED WITH INCARCERATED CLIENTS.

This standard further requires a confidential setting be provided for all client interviews.

Does the jail have confidential space for attorney-client interviews? Describe the space available for the interviews or the plan to provide confidential space.

THERE ARE TWO ROOMS AT THE JAIL THAT CAN BE UTILIZED PROVIDED MINOR MODIFICATIONS ARE MADE AND SOME RELATIVELY INEXPENSIVE EQUIPMENT IS PURCHASED. ONE OF THESE ROOMS ALREADY HAS A FUNCTIONING POLYCOM UNIT.

ADDITIONALLY, THE SHERIFF DEPARTMENT WOULD NEED ADDITIONAL CORRECTIONAL STAFF HOURS TO INSURE THAT ADEQUATE STAFF WOULD BE AVAILABLE TO ESCORT IN-CUSTODY CLIENTS TO AND FROM ATTORNEY-CLIENT MEETINGS AT THE COURTHOUSE AND JAIL.

Does the courthouse have confidential space for attorney-client interviews? Describe the space available for the interviews or the plan to provide confidential space.

NOT PRESENTLY. THE CURRENT CONFERENCE ROOM AT THE COURTHOUSE IS ON THE SECOND FLOOR (SAME FLOOR AS BOTH COURTROOMS). THIS ROOM WILL BE SPLIT INTO TWO SEPARATE ROOMS WITH WHITE NOISE MACHINES TO INSURE CONFIDENTIALITY. AN EXISTING ROOM IN THE COURTHOUSE BASEMENT (ADJACENT TO THE MAGISTRATE HEARING ROOM) WOULD BE CONVERTED INTO A CONFERENCE ROOM WITH A POLYCOM AND A WHITE NOISE MACHINE TO INSURE CONFIDENTIALITY.

Standard 3 – Experts and Investigators

This standard requires counsel to conduct an independent investigation. When appropriate, counsel shall request funds to retain an investigator to assist with the client's defense. Counsel shall request the assistance of experts where it is reasonably necessary to prepare the defense and rebut the prosecution's case. Counsel has a continuing duty to evaluate a case for appropriate defense investigations or expert assistance.

How will this standard be complied with by the delivery system?

THE CIRCUIT COURT HAS SEEN A SIGNIFICANT INCREASE IN CRIMINAL SEXUAL CONDUCT CASES DUE TO THE CHILD ADVOCACY CENTER WHICH OPENED IN THE COUNTY IN 2014. THE CENTER PERFORMED 166 FORENSIC INTERVIEWS IN 2016 AND 187 FORENSIC INTERVIEWS THROUGH OCTOBER 27, 2017. A REVIEW OF THE FELONY CASELOAD WOULD INDICATE THAT THERE IS A DISPROPORTIONATE NUMBER OF CRIMINAL SEXUAL CONDUCT CASES, MOST OF WHICH WOULD BENEFIT FROM THE USE OF INVESTIGATORS AND EXPERT WITNESSES. (2016-16 CAPITAL CSC FILES AND 9 NON-CAPITAL CSC FILES) (2017-[THROUGH OCTOBER 27, 2017] 11 CAPITAL CSC FILES AND 10 NON-CAPITAL CSC FILES). GIVEN THIS CIRCUMSTANCE, A LARGER AWARD FOR INVESTIGATOR FEES IS BEING SOUGHT FOR COMPLIANCE WITH THIS STANDARD.

THE SYSTEM WILL RELY ON PRIVATELY EMPLOYED INVESTIGATORS, PREFERABLY UNDER CONTRACT, TO FULFILL THOSE DUTIES. THE SYSTEM WILL APPROVE AND PAY SUCH FEES. THE HIRING OF EXPERT WITNESSES WOULD BE MUCH THE SAME, BUT WOULD RELY MORE ON THE DEFENSE ATTORNEY TO IDENTIFY RELEVANT EXPERT WITNESSES FOR EACH PARTICULAR CASE. AGAIN, THE SYSTEM WOULD APPROVE AND AUTHORIZE PAYMENT OF SUCH FEES.

Standard 4 – Counsel At First Appearance and Other Critical Stages of the Case

Counsel shall be appointed to provide assistance to the defendant as soon as the defendant's liberty is subject to restriction by a magistrate or judge. All persons determined to be eligible for indigent criminal defense services shall also have appointed counsel at pre-trial proceedings, during plea negotiations and at other critical stages, whether in court or out of court.

How will this standard be complied with by the delivery system?

PART OF THE SYSTEM ADMINISTRATOR'S JOB REQUIREMENTS WOULD BE TO PROVIDE COUNSEL AT ALL ARRAIGNMENTS, WHETHER ORIGINAL CHARGES, PROBATION VIOLATIONS, OR CONTEMPT HEARINGS (ALL DEFENDANTS WHO ARE UNREPRESENTED, REGARDLESS OF INDIGENCY) THE COUNTY WILL ALSO SECURE A FLAT RATE CONTRACT WITH A GROUP OF ATTORNEYS (A MINIMUM OF 2 SEPARATE ENTITIES) TO COVER CONFLICTS, ILLNESS, AND ANY OTHER UNAVAILABILITY. THE COURT WILL ARRANGE AN ARRAIGNMENT SCHEDULE SO THAT THE MAJORITY OF THE ARRAIGNMENTS ARE HELD AT A SPECIFIC TIME EACH DAY, TO INSURE COUNSEL AVAILABILITY.

AS INDICATED ABOVE, COURT APPOINTED COUNSEL FOR THE REMAINDER OF THE CASE WILL THEN BE APPOINTED AT THE ARRAIGNMENT UPON A FINDING OF INDIGENCY.

Indigent Defense System Budget

Grant Year October 1, 2018 - September 2019

Funding Unit Name (s) Tuscola County

Personnel	Position	Calculation hours and rate	Total	State Grant	Local Share	Other Funding Sources	Total
TBD (2)	2 pos 13.5 hrs. wk	1404 hrs. x 20.91/hr.	29,357.00		29,357.00		
TBD	system administrator	\$36 hr.	73,956.00		73,956.00		
Category Summary			103,313.00	0.00	103,313.00	0.00	103,313.00

Fringe Benefits	Percentage	Amount	State Grant	Local Share	Other Funding Sources	Total
Employer FICA	7.65%	2,245.81		2,245.81		
Retirement	11.28%	3,311.47		3,311.47		
Health & Dental Insurance	0.00%	10,993.26		10,993.26		
STD	0.66%	193.76		193.76		
LTD	0.29%	85.14		85.14		
Workers Comp	0.84%	246.60		246.60		
Life insurance	0.00%	32.30		32.30		
Employer FICA	7.65%	5,657.63		5,657.63		
POB/Retirement	9.37%	6,931.50		6,931.50		
Health & Dental Insurance	0.00%	15,270.00		15,270.00		
STD	0.66%	489.27		489.27		
LTD	0.29%	214.47		214.47		
Workers Comp	0.84%	621.23		621.23		
Life Insurance	0.00%	55.56		55.56		
Category Summary	39.53%	46,348.00	0.00	46,348.00	0.00	46,348.00

Contractual

Contracts for Attorneys		Services Provided	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
Attorneys	felony representation	110/hr. in court 90/hr. out of court		463,235.00	463,235.00			
Attorneys	misdeemeanor representation	110/hr. in court 90/hr. out of court		289,732.00	281,782.00	7,950.00		
Attorneys	CAFA	110/HR X 260 hrs.		28,600.00	0.00	28,600.00		
Category Summary				781,567.00	745,017.00	36,550.00	0.00	781,567.00

Contracts for Experts and Investigators		Services Provided	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
Investigators	investigative services	375 hrs. x \$50		18,750.00		18,750.00		
Expert services	at MIDC guideline rates			10,000.00		10,000.00		
Category Summary				28,750.00	0.00	28,750.00	0.00	28,750.00

Contracts for Construction Projects		Services Provided	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
Maintenance Department	conf rm renovation			1,670.00		1,670.00		
	magistrate rm renovation			1,535.00		1,535.00		
	jail conf rm soundproofing			185.00		185.00		
	arraignment rm renov			315.00		315.00		
Category Summary				3,705.00	0.00	3,705.00	0.00	3,705.00

Contracts Other		Services Provided	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
Category Summary				0.00	0.00	0.00	0.00	0.00

Equipment	Vendor	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
Polycom	Jim Ewing	1 x 3050	3,050.00		3,050.00		
Android tablets	TBD	19 x 620	11,780.00		11,780.00		
Category Summary			14,830.00	0.00	14,830.00	0.00	14,830.00

Training/Travel	Vendor	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
Registration fees	CDAM	300 X 18	5,400.00		5,400.00		
Hotel	CDAM	125x2x18	4,500.00		4,500.00		
Meals	CDAM	30X3X18	1,620.00		1,620.00		
Mileage	CDAM	178x.535x18	1,714.00		1,714.00		
Local training event	tbd	500	500.00		500.00		
SADO/CDRC membership	SADO	50x18	900.00		900.00		
NAPD membership	NAPD	20x18	360.00		360.00		
Category Summary			14,994.00	0.00	14,994.00	0.00	14,994.00

Supplies/Services	Vendor	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
Category Summary			0.00	0.00	0.00	0.00	0.00
Budget Total			993,507.00	745,017.00	248,490.00	0.00	993,507.00

**DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET,
VEHICLE AND TRAVEL SERVICES (VTS)
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES
Effective January 1, 2018**

MICHIGAN SELECT CITIES *

	Individual	Group Meeting pre-arranged and approved
Lodging**	\$75.00	\$75.00
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**	\$75.00	\$75.00
Breakfast	\$ 8.50	\$11.50
Lunch	\$ 8.50	\$11.50
Dinner	\$19.00	\$22.00
Per Diem	\$81.50	
Lodging	\$45.50	
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	\$89.50	
Lodging	\$45.50	
Breakfast	\$10.25	
Lunch	\$10.25	
Dinner	\$23.50	

Incidental Costs (per overnight stay) \$5.00

Mileage Rates

Premium Rate	\$0.545 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

**SELECT HIGH COST CITY LIST
TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED and UNCLASSIFIED
EMPLOYEES EFFECTIVE October 1, 2017**

Michigan Select Cities/Counties

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

Out of State Select Cities/Counties

State	City/County	Counties
Arizona	Phoenix, Scottsdale, Sedona	Massachusetts Boston (Suffolk), Burlington, Cambridge, Woburn, Martha's Vineyard
California	Los Angeles (Los Angeles, Orange & Ventura Counties, Edwards AFB), Eureka, Arcata, McKinleyville, Mammoth Lakes, Mill Valley/San Rafael/Novato Monterey, Palm Springs, San Diego, San Francisco, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park	Minnesota Minneapolis/St. Paul (Hennepin and Ramsey Counties)
Colorado	Aspen, Steamboat Springs, Telluride, Vail	Nevada Las Vegas
Connecticut	Bridgeport/Danbury	New Mexico Santa Fe
District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland)	New York Lake Placid, Manhattan (the borough of Manhattan, Brooklyn, Bronx, Queens and Staten Island, Riverhead, Ronkonkoma, Melville
Florida	Boca Raton, Delray Beach, Jupiter, Fort Lauderdale, Key West	Pennsylvania Bucks County, Pittsburgh
Idaho	Sun Valley/Ketchum	Rhode Island Bristol, Jamestown, Middletown/Newport (Newport County) Providence
Illinois	Chicago (Cook and Lake counties)	Texas Austin, Dallas, Houston (L.B. Johnson Space Center)
Louisiana	New Orleans	Utah Park City (Summit County)
Maine	Bar Harbor	Vermont Manchester, Montpelier, Stowe (Lamoille County)
Maryland	Montgomery & Prince George County Baltimore City, Ocean City	Virginia Alexandria, Falls Church, Fairfax
		Washington Port Angeles, Port Townsend, Seattle



Ken Kelbel from Nationwide

1 message

Shelly Lutz <lutzs@tuscolacounty.org>
To: Mike Hoagland <mhoagland@tuscolacounty.org>

Wed, Oct 3, 2018 at 7:55 AM

Hi Mike,
Ken Kelbel from Nationwide would like to come to the COW meeting on Monday, November 5th to discuss some "new and exciting changes" from Nationwide. Please see below his Memo to me:

The following items are talking points that I would hit on, given the opportunity to briefly address the Board:

1. Nationwide is the endorsed provider of the Michigan Association of Counties (MAC) and the National Association of Counties (NACo).
2. Beginning October 1, 2018, Nationwide is reducing its managed account (fiduciary money management) option to the county.
3. Nationwide's fixed account contract will continue to have a crediting rate of 3.5% for the foreseeable future.
4. The Nationwide plan contains loan provisions, a Roth retirement account option, and special distribution options for public safety employees.
5. Nationwide will lower plan fees upon increased participation in the plan, or if the county desires to consolidate to one provider.
6. Our enhanced services include formal seminars on Social Security, and Medicare cost planning, should the county wish to offer these to its employees.

Shelly A. Lutz

Tuscola County

Human Resource Coordinator

125 W. Lincoln St.

Caro, MI 48723

(989) 672-3705

Fax (989)672-4011

lutzs@tuscolacounty.org

VISIT US ONLINE FOR COUNTY SERVICES @ WWW.TUSCOLACOUNTY.ORG



mhoagland@tuscolacounty.org

From: mhoagland@tuscolacounty.org
Sent: Thursday, November 1, 2018 1:56 PM
To: 'Bardwell Thom'; 'Bierlein Matthew'; 'Kim Vaughan'; 'Mark Jensen'; 'Tom Young'
Cc: Shelly Lutz; Clayette Zechmeister (Clayette Zechmeister);
bklimaszewski@michiganidc.gov
Subject: Individual Recommended to be Hired to Administer the New Indigent Defense Program in Tuscola County
Attachments: 1862_001.pdf

Commissioners

The following is background information regarding the new Michigan Indigent Defense Commission (MIDC) program and the hiring of a Managed Assigned Counsel Administrator (MACA) which is the key position that will lead the new indigent defense program implementation.

County Plan/Budget

The MIDC was established to make improvements to the indigent defense system throughout the state. A first year plan for the county was developed over several months by county-court personnel and local defense attorneys. The plan included a cost analysis to strengthen indigent defense in the county and to comply with state standards. Both the Board of Commissioners and MIDC approved the October 1, 2018 to September 30, 2019 plan.

The October 1, 2018 to September 30, 2019 budget to implement the plan is \$993,507 with a state share of \$745,017 and a county share of \$248,490. The county share is determined based on the average of three prior years of legal defense costs. The statute for this program has a provision that states the county shall not incur increased costs to implement the program. A separate county fund has been established to separately account for and administer the program. The MIDC requires the program to be operated independent of the court. To accomplish this important objective the Board of Commissioners assigned overall program responsibility and administration to the County Controller-Administrator.

Managed Assigned Counsel Administrator Position

One of provision of the county plan is to hire a MACA. This individual is required to have a Juris Doctorate degree. They are responsible for ensuring that adult defendants receive competent legal representation in criminal and misdemeanor proceedings. Other critical responsibilities include reporting/ensuring the county complies with state standards and assists with annual plan-budget development. Attached is a complete copy of the job description. The budget incorporates first year wages for the position of \$73,956 plus the full county benefit package.

A job description and advertisement was prepared to obtain candidates to fill this critical position. Eight applications were received. Applications were reviewed by myself along with the Human Resource Coordinator and Chief Accountant. Four candidates were chosen for interviews. Interviews were conducted by the same people above plus Barb Klimaszewski who is our MIDC Mid-Michigan Regional Manager. All candidates had certain strengths but the interview team believed the strongest candidate was Rahm Mormando.

Mr. Mormando has been a registered lawyer in the State of Michigan since 2014. From 2015 to present, he has been the owner of the Morando Guisbert PLLC law firm which is based in Livonia Michigan. He has been employed at other law firms as a lawyer and in other legal capacities. In addition to his law experience the interview team was particularly impressed with his managerial-administrative experience working in positions at EK Associates as an account manager, National Steel as a process-operations manager and the Air Force in various administrative roles. These administrative-managerial-reporting skills can be applied and are important to the MACA position.

Other important qualities identified by the interview team included: prior criminal defense attorney experience in Ingham County, acknowledging the need for improved legal representation for indigents, importance of preparation, openness and honesty, determination and clearly a compassion for helping others. Various background and reference checks have been conducted and all reports were favorable.

The state wants this new program up and running by the start of 2019. A MACA person needs to be hired soon in order to begin the significant preparatory work required to transition to the new system at the start of 2019.

Recommendation

It is recommended that Mr. Mormando be hired effective November 26, 2018 as the Tuscola County Managed Assigned Counsel Administrator for the indigent defense program with salary of \$73,956 plus the full county benefit package contingent upon satisfactory physical and the county Board of Commissioners approving the state program contract.

Mr. Mormando will be in attendance at the Monday meeting to answer any questions you may have.

Mike

Michael R. Hoagland
Tuscola County Controller/Administrator
989-672-3700
mhoagland@tuscolacounty.org

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MANAGED ASSIGNED COUNSEL ADMINISTRATOR

Position Summary:

Under the direction of the County Administrator, the Managed Assigned Counsel Administrator is responsible for operating the county's indigent criminal defense program to ensure that adult defendants receive competent legal representation in criminal proceedings. The Administrator is responsible for screening, selecting and maintaining a roster of eligible attorneys for case assignment, evaluating attorney performance, maintaining payments, authorizing investigative resources and performing other duties associated with the provision of competent and consistent legal representation.

Essential Job Functions:

An employee in this position may be called upon to do any or all of the following essential functions. These examples do not include all of the duties which the employee may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function satisfactorily.

1. Manages the county's public criminal defense operation separate from the court including budgeting, planning, and general administration. Provides the County Administrator with ongoing reports regarding caseload, legal resources and costs.
2. Supervises any support staff, if available. Maintains responsibility for directing day-to-day operation workload of personnel, evaluates performance, and assures necessary training and professional development. Recommends disciplinary action according to established procedures.
3. Oversees indigency eligibility screening for assigned counsel based on income and other available assets. Follows baseline criteria ensuring that procedures are consistently applied.
4. Identifies attorneys that are qualified to accept assignments. Ensures that interested attorneys meet the MIDC standards established for legal providers - including but not limited to basic skills and annual training requirements.
5. Maintains a roster of qualified attorneys, makes case assignments, and oversees scheduling of counsel. Monitors cases and the performance of assigned attorneys.

6. Approves the use of investigators, experts and other resources required for particular cases and assigned counsel.
7. Reviews, approves and handles vouchers for payment to assigned attorneys, investigators, experts and other expenditures associated with particular cases.
8. Resolves non-grievance matters between defendants, and assigned counsel and the courts, including administratively reassigning counsel when appropriate.
9. Assists with the coordination of compliance with the MIDC standards, including annual grant requests for funding compliance plans.
10. Attends legal conferences and seminars to stay current on legal issues, updates administrative techniques regarding public defender requirements and other legal matters.
11. Appear as defendant's counsel at all initial appearance matters in Circuit and District Court.
12. Performs other duties as directed.

Required Knowledge, Skills, Abilities and Minimum Qualifications:

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

Requirements include the following:

- At least 5 years of progressively more responsible experience in the practice of criminal defense or the equivalent. The County, at its discretion, may consider an alternative combination of formal education and work experience.
- Juris Doctorate degree and licensed to practice law in the State of Michigan and a member in good standing with the Michigan Bar Association.
- Michigan Vehicle Operator's License.
- Thorough knowledge of the professional public management techniques involved in budgeting, personnel administration and resource management and the ability to identify and implement new best practices.
- Thorough knowledge of the principles and practices of State of Michigan criminal law and public defense processes and procedures.
- Skill in assembling and analyzing data, preparing comprehensive and accurate reports, and formulating policy and service recommendations.

- Skill in effectively communicating ideas and concepts orally and in writing and making presentations in public forums.
- Ability to establish effective working relationships and use good judgment, initiative and resourcefulness when dealing with County employees, contractors to the County, representatives of other governmental units and the courts, professional contacts, elected officials, and the public.
- Ability to assess situations, solve problems, work effectively under stress, within deadlines, and in emergency situations.
- Skill in the use of office equipment and technology, including Microsoft Suite applications and the ability to learn data base software utilized in public defense administration.
- Ability to attend meetings scheduled at times other than normal business hours.
- Ability to respond to emergencies or service needs on a 24-hour basis.

Physical Demands and Work Environment:

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to communicate in person and by telephone, read regular and small print, view and produce written and electronic documents and enter data on a computer keyboard with repetitive keystrokes. The employee must be mobile in an office setting.

The typical work environment of this job is a business office or court setting where the noise level is quiet and sometimes moderate.

mhoagland@tuscolacounty.org

From: mhoagland@tuscolacounty.org
Sent: Thursday, November 1, 2018 12:16 PM
To: 'Bardwell Thom'; 'Bierlein Matthew'; 'Kim Vaughan'; 'Mark Jensen'; 'Tom Young'
Cc: Mike Miller (Mike Miller); Clayette Zechmeister (Clayette Zechmeister)
Subject: 10 Year County Buildings and Grounds Capital Improvement Plan
Attachments: Copy of 10 year capital needs(2018).xls

Commissioners

Attached is an updated 10 year capital improvement plan for county buildings and grounds as prepared by the County Buildings and Grounds Director. The county has maintained a capital improvements plan for many years. It is an important financial planning document because it shows maintenance needs and cost estimates over a multi-year period to maintain the 16 county buildings and grounds. Understanding of these costs helps commissioners prepare financially to meet these critical maintenance needs. This document is being reviewed now because it is good background information as we enter into development of the 2019 county budget.

Most of the building and grounds maintenance costs are paid from the county capital improvements fund. It is important to note that there are other capital costs and unanticipated emergency needs that are also paid from the capital improvements fund. This plan shows that in today's dollars average annual costs just to maintain the 16 buildings and grounds is over \$300,000. Please keep in mind these costs are based on today dollars. If inflation is incorporated costs would be higher over the 10 year planning period.

On December 31, 2017, the capital improvement fund balance was approximately \$1.56 million. The jail capital improvement fund balance at the end of 2017 was approximately \$968,000. At the end of each year commissioners determine whether general fund monies can be transferred to these two capital improvement funds. This general fund transfer is the primary source of revenue to these funds.

The Building and Grounds Director will present this information at the November 5, 2018 Committee of the Whole meeting. We decided to provide this information prior to the meeting so you could begin reviewing.

Michael R. Hoagland
Tuscola County Controller/Administrator
989-672-3700
mhoagland@tuscolacounty.org

VISIT US ON LINE FOR COUNTY SERVICES @ www.tuscolacounty.org

10 Year County Building and Grounds Capital Improvement Cost Estimates

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	10 Year Total
1. Annex											
Roof Replacement		\$50,000									\$50,000
Parking Lots Resurfacing											\$0
Parking Lots Sealing				\$6,500					\$100,418		\$106,918
Tuckpointing				\$10,000							\$10,000
Window Replacement						\$30,000					\$30,000
Painting		\$5,000					\$5,500				\$10,500
Remodeling											\$0
HVAC							\$30,000				\$30,000
Sidewalks	\$48,000										\$48,000
Plumbing											\$0
Electrical Upgrading											\$0
Floor Covering							\$15,000				\$15,000
Total Annex	\$48,000	\$55,000	\$0	\$16,500	\$0	\$30,000	\$50,500	\$0	\$100,418	\$0	\$300,418
2. Courthouse											
Roof Replacement											\$0
Parking Lots Resurfacing											\$0
Parking Lots Sealing											\$0
Tuckpointing			\$42,000					\$45,000			\$87,000
Window Replacement						\$150,000					\$150,000
Painting			\$30,000					\$30,000			\$60,000
Remodeling											\$0
HVAC							\$400,000				\$400,000
Sidewalks	\$25,000			\$50,000							\$75,000
Plumbing									\$150,000		\$150,000
Electrical Upgrading											\$0
Floor Covering		\$30,000								\$30,000	\$60,000
Total Courthouse	\$25,000	\$30,000	\$72,000	\$50,000	\$0	\$150,000	\$400,000	\$75,000	\$0	\$180,000	\$982,000
3. Jail											
Roof Replacement											\$0
Parking Lot Resurfacing											\$0
Parking Lots Sealing				\$4,000					\$4,000		\$8,000
Tuckpointing			\$20,000					\$20,000			\$40,000

10 Year County Building and Grounds Capital Improvement Cost Estimates

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	10 Year Total
Window Replacement	\$275,000										\$275,000
Painting											\$0
Remodeling	\$30,000	\$50,000									\$80,000
HVAC											\$0
Sidewalks	\$100,000										\$100,000
Plumbing											\$0
Electrical Upgrading											\$0
Floor Covering		\$10,000									\$10,000
Total Jail	\$405,000	\$60,000	\$20,000	\$4,000	\$0	\$0	\$0	\$20,000	\$4,000	\$0	\$513,000
4. Cooperative Extension											
Roof Replacement										\$10,000	\$10,000
Parking Lot Resurfacing											\$0
Parking Lots Sealing					\$3,500					\$3,500	\$7,000
Tuckpointing		\$10,000					\$5,000				\$15,000
Window Replacement							\$10,000				\$10,000
Painting			\$5,500					\$5,500			\$11,000
Remodeling											\$0
HVAC						\$5,000					\$5,000
Sidewalks											\$0
Plumbing											\$0
Electrical Upgrading											\$0
Floor Covering				\$8,000							\$8,000
Total Cooperative Extension	\$0	\$10,000	\$5,500	\$8,000	\$3,500	\$5,000	\$15,000	\$5,500	\$0	\$13,500	\$66,000
5. Adult Probation											
Roof Replacement											\$0
Parking Lot Resurfacing											\$0
Parking Lots Sealing				\$3,500					\$3,500		\$7,000
Tuckpointing											\$0
Window Replacement											\$0
Painting			\$10,000					\$10,000			\$20,000
Remodeling											\$0
HVAC				\$10,000							\$10,000
Sidewalks											\$0

10 Year County Building and Grounds Capital Improvement Cost Estimates

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	10 Year Total
Plumbing											\$0
Electrical Upgrading											\$0
Floor Covering		\$6,000									\$6,000
Total Adult Probation	\$0	\$6,000	\$10,000	\$13,500	\$0	\$0	\$0	\$10,000	\$3,500	\$0	\$43,000
6. Animal Control											
Roof Replacement											\$0
Parking Lot Resurfacing											\$0
Parking Lots Sealing	\$3,500					\$3,500					\$7,000
Tuckpointing			\$10,000								\$10,000
Window Replacement											\$0
Painting											\$0
Remodeling	\$15,000										\$15,000
HVAC				\$10,000							\$10,000
Sidewalks											\$0
Plumbing											\$0
Electrical Upgrading											\$0
Floor Covering											\$0
Total Animal Control	\$18,500	\$0	\$10,000	\$10,000	\$0	\$3,500	\$0	\$0	\$0	\$0	\$42,000
7. Health Department											
Roof Replacement		\$75,000									\$75,000
Parking Lot Resurfacing											\$0
Parking Lots Sealing			\$8,000					\$8,000			\$16,000
Tuckpointing			\$5,000					\$5,000			\$10,000
Window Replacement										\$75,000	\$75,000
Painting	\$20,000					\$20,000					\$40,000
Remodeling											\$0
HVAC						\$100,000					\$100,000
Sidewalks	\$8,600										\$8,600
Plumbing											\$0
Electrical Upgrading											\$0
Floor Covering			\$50,000								\$50,000
Total Health Department	\$28,600	\$75,000	\$63,000	\$0	\$0	\$120,000	\$0	\$13,000	\$0	\$75,000	\$374,600

10 Year County Building and Grounds Capital Improvement Cost Estimates

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	10 Year Total
8. Department of Human Services											
Roof Replacement						\$50,000					\$50,000
Parking Lot Resurfacing											\$0
Parking Lots Sealing		\$4,000					\$4,000				\$8,000
Tuckpointing				\$5,000					\$5,000		\$10,000
Window Replacement					\$75,000						\$75,000
Painting					\$15,000					\$15,000	\$30,000
Remodeling											\$0
HVAC						\$75,000					\$75,000
Sidewalks	\$8,600										\$8,600
Plumbing											\$0
Electrical Upgrading											\$0
Floor Covering			\$100,000								\$100,000
Total DHS	\$8,600	\$4,000	\$100,000	\$5,000	\$90,000	\$125,000	\$4,000	\$0	\$5,000	\$15,000	\$356,600
9. Dispatch											
Roof Replacement											\$0
Parking Lot Resurfacing											\$0
Parking Lots Sealing											\$0
Tuckpointing				\$10,000							\$10,000
Window Replacement											\$0
Painting		\$5,500					\$5,500				\$11,000
HVAC					\$10,000						\$10,000
Sidewalks	\$8,600										\$8,600
Plumbing											\$0
Electrical Upgrading											\$0
Floor Covering											\$0
Miscellaneous		\$3,000									\$3,000
Total Dispatch	\$8,600	\$8,500	\$0	\$10,000	\$10,000	\$0	\$5,500	\$0	\$0	\$0	\$42,600
10. Recycling											
Roof Replacement	In 2019 the recycling center will be in a newly remode										\$0
Parking Lot Resurfacing											\$0
Parking Lots Sealing											\$0
Tuckpointing											\$0

10 Year County Building and Grounds Capital Improvement Cost Estimates

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	10 Year Total
Window Replacement											\$0
Painting											\$0
Remodeling											\$0
HVAC											\$0
Sidewalks											\$0
Plumbing											\$0
Electrical Upgrading											\$0
Floor Covering											\$0
Miscellaneous											\$0
Total Recycling	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
11. State Police											
Roof Replacement											\$0
Parking Lot Resurfacing						\$50,000					\$50,000
Parking Lots Sealing	\$3,500					\$3,500					\$7,000
Tuckpointing											\$0
Window Replacement						\$25,000					\$25,000
Painting			\$5,000					\$5,000			\$10,000
Remodeling											\$0
HVAC								\$25,000			\$25,000
Sidewalks						\$5,000					\$5,000
Plumbing	\$35,000										\$35,000
Electrical Upgrading											\$0
Floor Covering						\$30,000					\$30,000
Total State Police	\$38,500	\$0	\$5,000	\$0	\$30,000	\$83,500	\$0	\$30,000	\$0	\$0	\$187,000
12. Grant Street Pole Building											
Roof Replacement											\$0
Parking Lot Resurfacing											\$0
Parking Lots Sealing											\$0
Tuckpointing											\$0
Window Replacement											\$0
Painting											\$0
Remodeling											\$0
HVAC						\$6,500					\$6,500

10 Year County Building and Grounds Capital Improvement Cost Estimates

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	10 Year Total
Sidewalks											\$0
Plumbing											\$0
Electrical Upgrading											\$0
Floor Covering											\$0
Total Grant Street Pole Building	\$0	\$0	\$0	\$0	\$0	\$6,500	\$0	\$0	\$0	\$0	\$6,500
13. Maintance Building											
Roof Replacement										\$5,000	\$5,000
Parking Lot Resurfacing											\$0
Parking Lots Sealing	\$3,000					\$3,000					\$6,000
Tuckpointing											\$0
Window Replacement						\$1,200					\$1,200
Painting											\$0
Remodeling											\$0
HVAC						\$3,000					\$3,000
Sidewalks											\$0
Plumbing											\$0
Electrical Upgrading											\$0
Floor Covering											\$0
Total Maintance Building	\$3,000	\$0	\$0	\$0	\$0	\$7,200	\$0	\$0	\$0	\$5,000	\$15,200
14. Purdy Building											
Roof Replacement					\$20,000						\$20,000
Parking Lot Resurfacing											\$0
Parking Lots Sealing											\$0
Tuckpointing	\$16,000					\$5,000					\$21,000
Window Replacement											\$0
Painting			\$10,000					\$10,000			\$20,000
Remodeling											\$0
HVAC							\$15,000				\$15,000
Sidewalks											\$0
Plumbing											\$0
Electrical Upgrading											\$0
Floor Covering							\$25,000				\$25,000
Total Purdy Building	\$16,000	\$0	\$10,000	\$0	\$20,000	\$5,000	\$40,000	\$10,000	\$0	\$0	\$101,000

10 Year County Building and Grounds Capital Improvement Cost Estimates

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	10 Year Total
15. Luder rd Pole Building											
Roof Replacement											\$0
Parking Lot Resurfacing											\$0
Parking Lots Sealing											\$0
Tuckpointing											\$0
Window Replacement											\$0
Painting											\$0
Remodeling											\$0
HVAC											\$0
Sidewalks											\$0
Plumbing											\$0
Electrical Upgrading											\$0
Floor Covering											\$0
Total Luder Rd Pole Building	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
16. Vanderbilt Park											
Roof Replacement											\$0
Parking Lot Improvments					\$5,000					\$5,000	\$10,000
Playground equipment											\$0
Tables											\$0
Property Purchase											\$0
Painting											\$0
Remodeling											\$0
HVAC											\$0
Trails											\$0
Plumbing	\$20,000										\$20,000
Electrical Upgrading											\$0
Floor Covering											\$0
Total Vanderbilt Park	\$20,000	\$0	\$0	\$0	\$5,000	\$0	\$0	\$0	\$0	\$5,000	\$30,000
Total Maintenance	\$619,800	\$248,500	\$295,500	\$117,000	\$158,500	\$535,700	\$515,000	\$163,500	\$112,918	\$293,500	\$3,059,918

Note: These numbers represent the replacement of items due to normal ware and tear. Any future Jail expansion, Storage building expansion, are not