

IONIA COUNTY BOARD OF COMMISSIONERS

**November 27, 2018 -7:00 p.m.
Conference room – Central Dispatch Building**

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Invocation**
- IV. Approval of Agenda**
 - A. Consideration of additional items
- V. Public Comment**
(3 minute time limit per speaker – please state name/organization)
- VI. Action on Consent Calendar**
 - A. Approve minutes of the previous meeting(s)
 - B. Approve minutes of closed session November 13, 2018
 - C. Approve per diem and mileage
 - D. Approve payment of General Fund payroll and accounts payable for the month of October 2018 - \$931,296.02
 - E. Approve payment of Health Fund bills for October – 95,720.94
 - F.
- VII. Unfinished Business**
 - A. Appointment- Fill vacancy on Commission On Aging Board
- VIII. New Business**
 - A. Issue Summary- Michigan Indigent Defense Grant
 - B. 8th Circuit Court Adult Drug Treatment Court Grant FY 2018-2019
 - C. 8th Circuit Court Swift and Sure Sanctions Probation Program grant FY 2018-2019
 - D. Budget Amendment- Veteran's Court Grant 2018-2019
 - E. Budget Amendment – ITASC Grant 2018-2019
 - F. Budget Amendment- Health Department
 - G.
- IX. Reports of Officers, Boards, and Standing Committees**
 - A. Chairperson
 - B. County Administrator

X. Reports of Special or Ad Hoc Committees

XI. Public Comment (3 minute time limit per speaker)

XII. Closed Session

XIII. Adjournment

Board and/or Commission Vacancies

- Board of Public Works – One three-year term expiring January 2021.
- Construction Board of Appeals – Two two-year terms, expiring October 2019. One of these positions serves as an alternate member.
- Economic Development Corporation/Brownfield Redevelopment Authority – One three year term expiring April 2020.
- Parks Advisory Board – One two-year term expiring January 2019, serving as a Member-at-Large from the Lyons Area.
- Commission on Aging Board one three-year term expiring September 2018
- West Michigan Regional Planning Commission – Two one-year terms, expiring December 2018.

Non-Commissioner Appointments for consideration in the month of December 2018:

- ***Central Dispatch Board of Directors*** – six two-year - two Citizen Representative appointments, one Township Board Representative, one Firefighter Representative, one Emergency Medical Services Representative, one County Commissioner
- ***EightCap Governing Board*** – One two-year appointments, which must be a County Commissioner.
- ***Road Commission*** –two six-year appointments.
- ***Substance Abuse Initiative*** – three two-year appointments – one from each of the following commissioner districts: District Three, District Four, District Five.
- ***West Michigan Regional Planning Commission*** – Three one-year appointments, one Elected Official, one County Commissioner or County Staff, one Private Sector Representative

Non-Commissioner Appointments for consideration in the month of January 2018: None

County of Ionia Request for Per Diem and Mileage

Commissioner Hodges

Oct 2018

Board/Commission	Date	Hours	Per Diem	Miles	Mileage
Commissioners Afternoon Meeting	10-9		50.00	38	
Commissioners Evening Meeting	10-23		50.00	38	
Committee-of-the-Whole Meeting	10-16		50.00	38	
Special Board Meeting					
Audit Committee					
Facilities Committee					
Facilities Committee					
Ionia County Economic Alliance	10-11		50.00	38	
Midwest Michigan Trail Authority	10-25		50.00	94	
SW Michigan Alliance for Region Three					
West Michigan Regional Planning Comm					
Other: Budget	10-9		50.00	0	
				246	

Total Per Diem Requested: \$ 300.00

Total Mileage Requested: \$ 134.07

David R. Hodges
Signed

11-1-18
Date

Per Diem Rates: Board of Commissioner Meetings are \$50; Committee and all other meetings are \$25 for up to one hour, \$50 for one to three hours, and \$75 for more than three hours.

Mileage for 2018 is 54.5 cents per mile.

County of Ionia Request for Per Diem and Mileage

Commissioner Shattuck

OCT 2018

Board/Commission	Date	Hours	Per Diem	Miles	Mileage
Commissioners Afternoon Meeting	10-9		50.00		11.00
Commissioners Evening Meeting	10-23		50.00		11.00
Committee-of the-Whole Meeting	10-16		50.00		11.00
Special Board Meeting					
Airport Board	10-9		25.00		0
Airport Zoning Board <i>MAP</i>	10/15		50.00		0
Bargaining Committee <i>9-11</i>	10/11		50.00		11.00
Bargaining Committee					
Emergency Management Advisory Council					
Facilities Committee					
Facilities Committee					
Grievance Hearing Committee					
MAC Workers' Comp Board					
Parks Advisory Board	10-10		25.00		11.00
SW Mich Alliance for Region Three <i>ST Joe</i>	10-3		50.00		60.00
Other: <i>Personal</i>	10-26		25.00		11.00

Total Per Diem Requested: 375.00

Total Mileage Requested: 126.00

Signed Jack Shattuck

Date 11/1/18

Per Diem Rates: Board of Commissioner Meetings are \$50; Committee and all other meetings are \$25 for up to one hour, \$50 for one to three hours, and \$75 for more than three hours.

Mileage for 2018 is 54.5 cents per mile.

County of Ionia
Request for Per Diem and Mileage

Commissioner Wirtz

October

2018

Board/Commission	Date	Hours	Per Diem	Miles	Mileage
Commissioners Afternoon Meeting	10-9-18		50		
Commissioners Evening Meeting	10-23-18		50		4.36
Committee-of-the-Whole Meeting	10-16-18		75		4.36
Special Board Meeting					
Airport Board	10-9-18		50		4.36
Airport Zoning Board					
Community Corrections Advisory Board	10-17-18		50		
Long Lake Board	10-17-18		50	10	5.45
MSUE District Extension Council					
Personnel Committee					
Road Commission	10-17-18		50		6.54
Road Commission					
Sanitary Code Committee					
Other: Airport Mapp Mtg	10-15-18		50	80	43.60

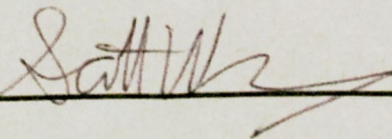
Total Per Diem Requested:

\$ 425

Total Mileage Requested:

\$ 168.67

Signed



Date

11-8-18

Per Diem Rates: Board of Commissioner Meetings are \$50; Committee and all other meetings are \$25 for up to one hour, \$50 for one to three hours, and \$75 for more than three hours.

Mileage for 2018 is 54.5 cents per mile.

COMMISSION ON AGING BOARD

Length of Term: 3 Years

Appointments made in September

NAME: Larry Tiejema
ADDRESS: 1187 Hawley Hwy.
Saranac, MI 48881
PHONE: 616-642-0384
TERM EXPIRES: 2020

NAME: Gerald Patton
ADDRESS: 18 Belhaven
Belding, MI 48809
PHONE: 231-832-1081
TERM EXPIRES: 2020

NAME: Dennis Sitzler
ADDRESS: 151 Jackson St.
Saranac, MI 48881
PHONE: 616-642-9243
TERM EXPIRES: 2021

NAME: Cheryl Irish
ADDRESS: 1660 Dick Rd.
Ionia, MI 48846
PHONE: 616-522-9428
TERM EXPIRES: 2019

NAME: Laura Linebaugh
ADDRESS: 6751 Gibbs Road
Portland, MI 48875
PHONE: 517-526-1041
TERM EXPIRES: 2021

NAME: Melvin Haga
ADDRESS: 1824 Nickleplate Rd.
Ionia, MI 48846
PHONE: 616-902-5097
TERM EXPIRES: 2019

NAME:
ADDRESS:
PHONE:
TERM EXPIRES:

IONIA COUNTY

Application for Committee or Board Position

Name: Vicki Pohl
Address: 6777 Riverview Ln. Portland Mi. 48875
Telephone Number: 517-331-3286
Email: pohlv@michigan.gov
Board, Council, or Committee Position Desired: Ionia Co. Commission on Aging

Please give a brief resume of your qualifications for the desired position.

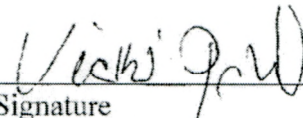
Appointed to the Ionia County Community Mental Health Recipient Rights Advisory Committee 10/2012.

Speaker at Protect Seniors taking a stand against Elder Abuse at the Ionia Co. Commission on Aging 10/13.

Current member of the DHHS Rapid Response Team.

Set up a booth at the Senior Health Fair representing DHHS and the programs they offer including Adult Services in Ionia County.

Current Adult Services worker in Ionia Co. Assisting vulnerable adults whom are at risk of Harm in Ionia as well as assisting in Montcalm County since 2010.


Signature

Please mail completed application to:

Ionia County Administration Office
3rd Floor – Courthouse
100 Main Street
Ionia, MI 48846

Fax: 616.527.5380

Email: soverton@ioniacounty.org

**IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION**

Michigan Indigent Defense Grant
11/27/2018

CONTACT:

Stephanie Fox
Administrator

DESCRIPTION:

MIDC Grant Agreement FY 18/19. The compliance plan and budget have been approved by the Ionia County BOC and approved by LARA.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

Ionia County Public Defender Office

FINANCIAL ANALYSIS:

\$218,603.66

LEGAL REVIEW:

None

DEADLINE:

[Click here to enter text.](#)

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Allow County Administrator Stephanie Fox to sign the grant agreement.

ADMINISTRATOR'S RECOMMENDATION:

[Click here to enter text.](#)

GRANT NO. 2019-118

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

GRANTEE/ADDRESS:

Stephanie Fox
County Administrator
100 W. Main Street
Ionia, MI 48846
616-527-5300

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: \$401,172.00

State Grant Contribution:	\$182,568.34
Local Share Contribution:	\$218,603.66

ACCOUNTING DETAIL: Accounting Template No.: 6412503T007

SIGMA Vendor Code: 0048015

GRANT

This is Grant # 2019-118 between the Michigan Indigent Defense Commission (MIDC) (Grantor), and Ionia 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 \$ 182,568.34. 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

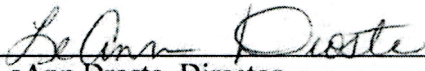
If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force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

11-8-18
Date



Loren Khogali, Executive Director
Michigan Indigent Defense Commission

11/9/18
Date

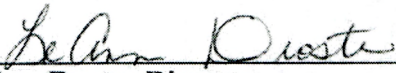
Stephanie Fox, County Administrator
Ionia County

Date

GRANT NO. 2019-118

5.2 Signatories

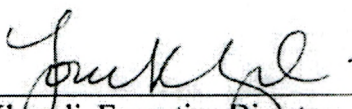
The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.



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

11-8-18

Date



Loren Khogali, Executive Director
Michigan Indigent Defense Commission

11/9/18

Date

Stephanie Fox, County Administrator
Ionia County

Date

GRANT NO. 2019-118

ATTACHMENT A

COMPLIANCE PLAN NARRATIVE

Briefly describe the indigent defense delivery system(s) – contract, assigned counsel, or public defender – that the funding unit(s), for which this application is being considered, employed to deliver services before the MIDC Act took effect (July 1, 2013).

We intend to employ a licensed attorney in good standing with the State Bar of Michigan as a Chief Public Defender (CPD) in a newly created position.

The Chief shall be responsible for caseload and will oversee two full-time, newly hired Assistant Public Defenders, one full time Secretary and one part time Secretary. The CPD will evaluate position allocation based upon caseload and adjust as necessary with Board of Commissioner approval. The Chief will prepare, monitor and administrator the Indigent Defense Office. He or she will implement, monitor, and maintain compliance with all MIDC standards which includes but is not limited to:

- Training and Education of Defense Counsel
- Initial Interview
- Investigation and Experts
- Counsel at First Appearance and other Critical Stages
- Independence from the Judiciary
- Indigent Defense Workloads
- Qualification and Review
- Economic Disincentives or Incentives

Our intent is to cover all eight standards within this compliance plan.

The Chief Public Defender will report to the County Administrator. The two Assistant Public Defenders will be appointed by the Chief and will be responsible for carrying the caseload as assigned by the Chief Public Defender. Both will report to the Chief Public Defender. There may be a contractual arrangement for possible prison cases and conflicts. The Chief Public Defender shall take steps to overcome language barriers, such as contracting an interpreter if necessary.

The Secretaries will be responsible for maintaining office duties as assigned by the Chief Public Defender and both will report to the Chief.

Currently, our court system utilizes a court appointed attorney system to handle all of our adult criminal case assignments where counsel is needed. We will be transitioning into the new delivery system as described above and continue to handle both felony and misdemeanor cases.

In addition to implementing a new Public Defender's Office, we are proposing construction in order to comply with Standard II. The courthouse does not currently have confidential meeting space to allow indigents to meet with a Public Defender. The space within the future Public Defender's Office includes two small offices and a third office with cubicle and partition layout which allows no confidential area for indigents and their Public Defender to meet privately. The proposed construction would allow for the holding cell area, located just off the courtroom, to be

converted into confidential meeting rooms and the corridor wall would need to be created to close off the entrance so that there is private access to the rooms without disrupting court in session.

The estimate provided is contingent upon completing the work in a timely manner. Ionia County is building an addition to the courthouse and is projected to wrap up the project in the spring of 2018. If the contractors close off access they currently have to bring supplies through the courthouse and pull off site, the estimate will increase by approximately \$44,000.

We would like to request \$40,000 of the original cost estimate given for the wall at \$107,855 and the room conversion at \$8,000. The Ionia County Board of Commissioners has approved the remainder of the construction.

In order to help lower the cost analysis with the burden of one-time costs, we took inventory of our current office furniture and concluded we will be able use some of our existing furniture to furnish the Public Defender's Office and confidential meeting area, hence the lower budget for office furniture.

For reference, Standard II on page 5, along with the construction estimate, explain the construction proposal in full detail. The cost analysis is updated to reflect our request as well.

The compliance planning process for this delivery system was put together by:

Jim Banks, Vice-Chairman, Board of Commissioners

Stephanie Fox, County Administrator

Kim Clark, Bookkeeper

Honorable Judge Raymond Voet, 64A District Court

Honorable Judge Suzanne Hoseth-Kreeger, 8th Circuit Court

Honorable Judge Ronald Schafer, 8th Circuit Court

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? All attorneys shall annually complete at least 12 hours of continuing legal education. How many attorneys require training in this plan? How will the funding unit(s) ensure that the attorneys satisfy the 12 hours of continuing legal education during the plan year?

The Chief Public Defender and Assistant Defenders shall comply with MIDC standards by having knowledge of the law, knowledge of scientific evidence and applicable defenses, knowledge of technology and an annual commitment to continuing education.

Ionia County's goal is to employ attorneys with at least two years of experience practicing criminal defense. Attorneys who have been practicing criminal law in Michigan for less than two years will need to participate in one "basic skills acquisition" class. We will utilize the training programs offered by the Criminal Defense Attorneys of Michigan (CDAM). A couple examples are:

- **CDAM's Award Winning "A is for Attorney" Program, offered at the regional conferences**
- **CDAM's Skills Training Course with content developed in coordination with the Michigan Indigent Defense Commission using the Gideon's Promise model as adapted for lawyers in Michigan**

The Chief Public Defender and both Assistant Public Defenders will be required to complete 12 hours of continuing legal education, annually, relevant to the representation of the criminally accused. The Public Defender's Office will be utilizing the training programs and memberships available in the State of Michigan to complete the required continued education. A couple of examples of programs available that are intended for use are:

- **CDAM Regional Conferences. The Criminal Defense Attorneys of Michigan offer two regional trainings each year, and full attendance at one of those conferences will satisfy the 12-hour requirement pursuant to the Standard.**
- **Trainings provided by SADO's Criminal Defense Resource Center will count towards the 12-hour requirement in Standard 1.**

All attorney(s) for conflict cases are required to complete 12 hours of continuing legal education annually. The attorney(s) will be chosen by the Public Defender and the Public Defender will ensure they have the proper training prior to handling a conflict case. All training will be available online only for conflict attorneys through National Association for Public Defense website where they offer webinars geared toward criminal law.

The Chief Public Defender will be responsible for monitoring and scheduling the required continuing legal education each year. He or she shall collect data regarding the number of hours of continuing legal education offered to and attended by assigned counsel. He or she shall ensure the effectiveness of the training is measurable and validated by completing evaluations and discussing how to effectively use the topics discussed in training. A report regarding the data shall be submitted by the Chief Public Defender to the MIDC annually within 30 days attendance.

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 Chief Public Defender will be responsible for assigning a defender, which may include the Chief, to an indigent in need of defense counsel.

The assigned defender is required to obtain relevant documents before the initial client interview, if possible. The option to obtain electronic disclosures is available. This includes charging documents, recommendations and reports concerning pretrial release, and discoverable material. It is important that counsel adequately review the materials before the interview, in order to make the interview effective. In particular, counsel should be familiar with facts bearing on pretrial release, with facts that may be relevant to initial investigation and with any facts suggesting that pretrial diversion may be available.

When an indigent is in local custody, counsel shall conduct an initial client intake interview within three business days after appointment via Polycom or face to face in the designated confidential meeting room in the jail. 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 held in the designated confidential meeting room in the courthouse.

The designated confidential meeting space at the Ionia County Sheriff's Office has been established. The room has a door capable of closing for privacy, but has a window so that occupants can be viewed by the jail staff. The conversations cannot be overheard in this space.

The Sheriff is also in the process of implementing video visitation. This will be another way for the public defenders to meet with their clients. Polycom, a program which is already used at the jail, is another source of communication that may be used in the confidential space to counsel indigents housed in outside facilities. The sheriff has reviewed the initial interview process.

The other designated confidential meeting space will be located at the courthouse. We are proposing to build a corridor to separate the back half of the Circuit Court room to create hallway. Off of the courtroom, are the law library and a holding cell. We'd like to turn the holding cell into confidential meeting rooms. The necessity for the corridor is to allow public defender and indigent to enter the private meeting space without disrupting court in session. The corridor will separate the court room and the entrance way to the meeting rooms. With that being said, construction will need to take place to accomplish the construction of the corridor and conversion of the current holding cell into confidential meeting rooms. See attached price breakdown and sketch that details what is involved to accomplish this. We are asking for \$40,000 construction dollars to complete this project which will allow us to meet the standard.

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 investigation shall begin promptly. The importance of the investigation beginning right away is to allow evidence and important facts to be at the surface of the case. The Public Defender will be stepping into a case after other offices have had the ability to conduct their investigation. It is therefore crucial that the independent defense investigation begin as soon as possible. There will be an ethical obligation to investigate and prevent wrongful convictions. Experts or investigators will be identified and assigned by the Chief Public Defender.

It is the responsibility of the Chief to seek the assistance of experts when necessary. Expert assistance should be sought for two primary purposes: either to prepare the defense or to rebut the prosecution's case.

The Chief Public Defender will coordinate all payments to investigators and expert witnesses. The amount of hours per year and rate shall be negotiated. Expert witnesses will need to be retained as needed by the Public Defender.

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?

The arraignments at 64A District Court are conducted Monday through Friday, except holidays. There will be special accommodations for high-profile cases that occur outside of the standard hours. The 8th Circuit Court holds arraignment every Tuesday. The Chief Public Defender shall coordinate a rotation to present the assignment of counsel immediately upon the finding of a defendant's indigence.

Counsel will be at the first appearance and throughout the critical stages. Representation includes but is not limited to the arraignment, the complaint, the warrant, pre-trial proceeding during plea negotiations and throughout critical stages.

Standards 5-8 are attached in a separate document.

IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION

Approval of the 8th Circuit Adult Drug Treatment Court SCAO Grant Contract for the
2018-2019 Fiscal Year
November 20, 2018

CONTACT:

Karen S. McFadden, 616.540.6508
Judge Suzanne Hoseth Kreeger 616.527.5315

DESCRIPTION:

Approve the annual grant contract with the State Court Administrative Office for fiscal year 2018-2019.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

8th Circuit Adult Drug Treatment Court, Michigan Department of Corrections

FINANCIAL ANALYSIS:

[Click here to enter text.](#)

LEGAL REVIEW:

[Click here to enter text.](#)

DEADLINE:

Immediately.

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Approval of the annual contract for the 8th Circuit Adult Drug Treatment Court with the State Court Administrative Office for the fiscal year of 10/01/18-09/30/2019.

ADMINISTRATOR'S RECOMMENDATION:

County Administrator recommends approval of this request

IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION

Approval of the 8th Circuit Swift and Sure Sanctions Probation Program SCAO Grant
Contract for the 2018-2019 Fiscal Year
November 20, 2018

CONTACT:

Karen S. McFadden, 616.540.6508
Judge Ronald J. Schafer 616.527.5336

DESCRIPTION:

Approve the annual grant contract with the State Court Administrative Office for fiscal year 2018-2019.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

8th Circuit Swift and Sure Sanctions Probation Program, Michigan Department of Corrections

FINANCIAL ANALYSIS:

[Click here to enter text.](#)

LEGAL REVIEW:

[Click here to enter text.](#)

DEADLINE:

Immediately.

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Approval of the annual contract for the 8th Circuit Swift and Sure Sanctions Probation Program with the State Court Administrative Office for the fiscal year of 10/01/18-09/30/2019.

ADMINISTRATOR'S RECOMMENDATION:

County Administrator recommends approval of this request

Department: District Court
Created By: Kim Clark
Requestor: Brent Denny
Purpose/Description of Request: To establish budget for Veteran's Court Grant 2018-2019

Appropriation Line Items				Debit	Credit
Fund	Activity	Account	Description	Increase	Decrease
266	136.150	801.010	Services - Contractual Counseling	\$15,780.00	
266	136.150	801.907	Services - Contractual Defense	\$1,950.00	
266	136.150	801.906	Services - Contractual Testing	\$960.00	
266	136.150	726.912	Supplies - Incentives	\$395.00	
266	136.150	850.991	Operating - Travel, Conference	\$915.00	

Finance Office Use Only

Finance Officer Review _____ Date _____

County Administrator Approval _____ Date _____

Board Approval _____ Date _____

Department: District Court
Created By: Kim Clark
Requestor: Brent Denny
Purpose/Description of Request: To establish budget for ITASC Grant 2018-2019

[illegible]

Finance Officer Review _____ Date _____

County Administrator Approval _____ Date _____

Board Approval _____ Date _____

Budget Amendment

Date: 11/20/2018

Department: Health
Requestor: Brenda Ingersoll

Reason: Increase revenues for Fluoride Varnish, Immunizations,
MIHP and Blood lead due to more insurance billing than expected.
Increase supplies pharmaceutical to buy more vaccine.

Revenue Line Items		Debit	Credit
Fund Activity Account	Description	Decrease	Increase
221-601.475-600.469	DELTA DENTAL		1,500.00
221-601.525-600.209	ADMINISTRATION FEE		1,500.00
221-601.525-600.461	CHARGES - MOLINA		1,000.00
221-601.525-600.462	CHARGES - BCBS		13,500.00
221-601.525-600.463	PRIORITY HEALTH		3,000.00
221-601.525-600.466	MCLAREN		2,000.00
221-601.525-600.467	MERIDIAN		2,000.00
221-601.525-600.471	CHARGES - MEDICARE		200.00
221-601.534-600.463	PRIORITY HEALTH		10,500.00
221-601.534-600.464	CHARGES - MEDICAID		5,500.00
221-601.534-600.467	MERIDIAN		3,500.00
221-601.542-600.463	PRIORITY HEALTH		500.00
221-601.542-600.466	MCLAREN		700.00
221-601.542-600.467	MERIDIAN		300.00

Appropriation Line Items		Debit	Credit
		Increase	Decrease
221-601.000-850.990	OPERATING - MISCELLANEOUS	210.00	
221-601.210-726.050	SUPPLIES - PROGRAM	700.00	
221-601.220-850.006	OPERATING - LICENSE FEE	220.00	
221-601.270-850.006	OPERATING - LICENSE FEE	115.00	
221-601.280-801.602	SERVICES - LABORATORY	1,000.00	
221-601.288-850.006	OPERATING - LICENSE FEE	115.00	
221-601.288-850.910	OPERATING - TRAVEL	500.00	
221-601.300-850.370	OPERATING - WIRELESS	200.00	
221-601.300-850.430	OPERATING - SOFTWARE	1,000.00	
221-601.424-850.199	OPERATING - MEMBERSHIPS	50.00	
221-601.424-850.910	OPERATING - TRAVEL	350.00	
221-601.460-726.050	SUPPLIES - PROGRAM	2,650.00	
221-601.460-850.002	OPERATING - ADVERTISING	100.00	
221-601.460-850.153	OPERATING - TRAINING	375.00	
221-601.460-850.910	OPERATING - TRAVEL	200.00	
221-601.515-801.602	SERVICES - LABORATORY	200.00	
221-601.515-801.609	SERVICES - VETERINARIAN	200.00	
221-601.515-850.001	OPERATING - POSTAGE	200.00	

221-601.525-726.600	SUPPLIES - MEDICAL	600.00
221-601.525-726.601	SUPPLIES - PHARMACEUTICAL	33,855.00
221-601.525-850.990	OPERATING - MISCELLANEOUS	100.00
221-601.534-850.153	OPERATING - TRAINING	150.00
221-601.542-726.050	SUPPLIES - PROGRAM	1,550.00
221-601.550-726.050	SUPPLIES - PROGRAM	400.00
221-601.911-850.153	OPERATING - TRAINING	130.00
221-601.911-850.990	OPERATING - MISCELLANEOUS	530.00

	totals	45,700.00	45,700.00
Amendment Balance			-

Department Head Approval		Date	11/20/18
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Finance Office Use Only	
Finance Officer Review	Date
County Administrator Approval	Date
Board Approval	Date