Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, August 19, 2026, beginning at 4:00 p.m. in the Commissioners Room, third floor of the Historic Courthouse, located at 437 E. Division St., Cadillac, MI 49601.

TENTATIVE AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. ADDITIONS/DELETIONS TO THE AGENDA

E. APPROVAL OF THE AGENDA

F. EMPLOYEE RECOGNITION

G. PRESENTATION AND REPORTS

H. PUBLIC COMMENT
Designated for topics on the agenda only.

I. CONSENT AGENDA
The purpose of the consent agenda is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission may ask that any item on the consent agenda be removed therefrom and placed elsewhere for full discussion. Such requests will be automatically respected. If any item is not removed from the consent agenda, the action noted on the agenda is approved by motion of the Commission to adopt the consent agenda.

1. Approval of the August 5, 2026, Regular Meeting Minutes

J. AGENDA ITEMS

1. Public Hearing for the Closeout of CDBG Program Year 2024 *(Finance 8/12/2026)* 1
2. FY 2026 Local Prosecutor Support Grant Agreement 2
3. Federal Drug Testing Contract for FY 2027 – Community Corrections 16
4. Proposal for Clam River Study 20
5. Prosecutor Office Wage Increase *(Executive 8/11/2026)* 28
6. Prosecuting Attorneys Work Week Hours *(Finance 8/12/2026)* 29

K. ADMINISTRATOR'S REPORT

L. CORRESPONDENCE

M. PUBLIC COMMENT
Open for any public comments.

N. LIAISON REPORT

O. BOARD COMMENTS

P. CHAIR COMMENTS

Q. ADJOURN

WEXFORD COUNTY, MICHIGAN

Administration Office, 437 E. Division, Cadillac, MI 49601

Wexford County and the Wexford County Home Repair Program
NOTICE OF 2024 CLOSEOUT PUBLIC HEARING
FOR MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING
FOR CDBG PROGRAM INCOME EMERGENCY REPAIR

Wexford County & the Wexford County Home Repair Program will conduct a closeout public hearing on **August 19, 2026,** at **4:00 p.m.** at the **Wexford County Courthouse at 437 E. Division St., Cadillac, MI 49601.** For the purpose of affording citizens an opportunity to submit comments and receive a final report on the completion of the CDBG Program Income Emergency Repair grant that has been fully expended.

The CDBG grant provided funding to assist with Homeowner Rehabilitation-Emergency Repairs only. These Local dollars were used along with some matching funds provided by Northwest Michigan Community Action Agency and others to benefit county residents who were at or below 80% of the Area Median Income. No persons were displaced as a result of the project. Interested parties are invited to comment on the project in person at the public hearing or in writing through **August 17, 2026,** and address their comments to Kristi Nottingham at knottingham@wexfordcounty.org.

FY 2026 LOCAL PROSECUTOR SUPPORT GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF TREASURY
AND WEXFORD COUNTY

This Grant Agreement ("Agreement") is made between the Michigan Department of Treasury, Revenue Sharing and Grants Division ("Treasury") and Wexford County ("Grantee").

The purpose of the Local Prosecutor Support Grant program is to provide funding to county prosecutor offices to reduce average caseloads per attorney. The Grantee has been awarded a Fiscal Year (FY) 2025 and/or FY 2026 Local Prosecutor Support Grant. Legislative appropriation of funds for grant assistance is set forth in 2025 Public Act 22, Section 991(1) of Article 5. All grant projects must comply with the rules and regulations specified in Section 991(1)(a) of Article 5.

This Agreement is subject to the terms and conditions specified herein.

Project Name:	Local Prosecutor Support Grant (Wexford County)
Amount of Grant:	$125,978.00
Start Date:	October 1, 2025
FY 2026 End Date:	September 30, 2030

GRANTEE CONTACT:

Johanna Carey, Prosecuting Attorney
Name/Title

Wexford County
County Name

437 E. Division
Address

Cadillac, MI 49601
City, State, Zip Code

231-779-9505
Telephone Number

None provided
Fax Number

jcarey@wexfordcounty.org
E-mail Address

CV0048507
SIGMA Vendor ID/Address ID

TREASURY CONTACT:

Evah Cole, Division Administrator
Name/Title

Revenue Sharing and Grants Division
Division

P.O. Box 30722
Address

Lansing, MI 48909
City, State, Zip Code

(517) 335-7484
Telephone Number

(517) 335-3298
Fax Number

Treas-Prosecutor@michigan.gov
E-mail Address

This Agreement constitutes the entire Agreement between Treasury and the Grantee and may be modified only by written agreement between Treasury and the Grantee.

I. STATEMENT OF THE PUBLIC PURPOSE OF THE GRANT

2025 Public Act 22 appropriates FY 2025 funding of $16,750,000 and FY 2026 funding of $17,000,0000 for the Local Prosecutor Support Grant program to assist eligible county prosecutors reduce their average caseload per attorney. To be eligible for a grant, an office of a county prosecutor must be in one of the 15 counties with the highest violent crime rate per 1,000 residents according to the annual crime report published by the Michigan Department of State Police as of April 1 of the state fiscal year immediately preceding the state fiscal year for which the appropriation was authorized.

II. AGREEMENT SCOPE INCLUDING SCOPE OF AUTHORIZED EXPENDITURES

This agreement covers all rights and responsibilities of Grantor and Grantee. The scope of this agreement is to provide the Grantee with funding to reduce the average caseload per attorney in the Grantee's County Prosecutor Office. This agreement establishes the framework to accomplish this purpose. The grant funds must be used to support only costs that reduce the average caseload per attorney.

III. CONTRACT PERIOD

The Agreement shall be effective from the Start Date until the End Date specified on page 1.

IV. AMENDMENTS

Any desired amendments to this Agreement shall be requested by the Grantee in writing and shall not be effective unless approved in writing by Treasury. Treasury reserves the right to deny requests for amendments to the Agreement or to the appendices. No amendments can be implemented without written approval by Treasury.

V. GRANT FUNDING

This grant is a reimbursement grant. The proposed Fiscal Year 2026 budget is $125,978 and is awarded solely to reduce the average caseload per attorney. All other costs necessary to complete the project are the sole responsibility of the Grantee.

Grant funding under this Agreement shall only be made for qualifying expenditures that occur on or after the Start Date of this Agreement (see Start Date on page 1) and before the End Date of this Agreement (see End Date on page 1).

To be eligible for a grant, an office of a county prosecutor must receive, at a minimum, the same amount of funding from the county in the fiscal year for which the grant funds were appropriated as the office received from the county in the immediately preceding fiscal year (e.g., for a FY 2025 grant, the office must receive at least as much funding from the county for FY 2025 as it received for FY 2024). The purpose of this provision is to prevent a county redirecting money away from the prosecutor's office to compensate for the additional grant money received from the state.

The Grantee must register to receive electronic funds transfer (EFT) payments through the State of

Michigan SIGMA Vendor Self Service (VSS), at https://sigma.michigan.gov/PRDVSS1X1/Advantage4).

This Agreement must be fully executed in order for the Grantee to receive grant funding under this Agreement.

The Grantee shall receive funding as detailed in the Release of Funds (see Section VII Release of Funds).

As part of the final report at the conclusion of the Agreement, the Grantee shall submit verification that all funds were spent in accordance with the Agreement.

VI. GRANT ACCEPTANCE AND REQUIRED PACKAGE SUBMISSION

The Grantee must return a signed grant agreement to receive grant funding. The signed grant agreement shall be accompanied by:

1. Detailed Grant Budget – A proposed expenditure plan by budget category. Budget categories may include, but are not limited to contracted services, office equipment and supplies, salaries and wages (newly hired staff, paid internships, etc.), technology, and training.

2. Baseline Performance Metrics – Performance data as of the date the grant agreement is signed (see Section IX Performance Metrics and Section XI Reporting).

3. County Budget Documentation - FY 2026 budget allocations for the County Prosecutor's Office.

4. Project Work Plan/Timeline - Prior to the release of funds, the grantee will provide a project work plan/timeline that outlines objectives, planned activities and anticipated spending. The work plan/timeline should include estimated completion dates and a description of the deliverable for each step.

The Grantee agrees to allow Treasury and the State Auditor General's Office (and/or any of their duly authorized representatives) access, for the purposes of inspection, audit, and examination, to any books, documents, papers, and records of the Grantee which are related to this grant program.

The Grantee further agrees to allow the Michigan Department of Treasury to conduct periodic program reviews to assess adherence to program goals and evaluate the progress of the County Prosecutor's Office in reducing the average caseload per attorney.

VII. RELEASE OF FUNDS

The grantee shall receive funding on a reimbursement basis, provided the Grantee is compliant with all terms and conditions of the grant and subject to grant limitations and State appropriations.

For a payment reimbursement, a reimbursement request form, Form 6203 – *Grant Reimbursement Request*, must be submitted to Treasury. Each request must be accompanied by detailed expenditure documentation substantiating the use of grant funds. Acceptable documentation may include, but is not limited to, copies of original invoices, billing statements, payroll reports, cancelled checks, electronic payment confirmations, and other records supporting eligible grant project expenditures. Treasury reserves the right to request additional information necessary to verify expenditures.

All forms and documentation shall be submitted to Treasury's contact at the e-mail address on page 1.

Funds may not be released to the Grantee if the Grantee:

1. Has not filed the annual financial report (F65) or audit per the Uniform Budgeting and Accounting Act, 1968 Public Act 2, as amended (MCL 141.421 to 141.440a) or the Uniform System of Accounting Act, 1919 Public Act 71, as amended (MCL 21.41 to 21.55);

2. Has not filed their financial plan (deficit elimination plan) per the Glenn Steil State Revenue Sharing Act, 1971 Public Act 140, as amended (MCL 141.921);

3. Is delinquent in making payments that are due on loans issued pursuant to the Emergency Municipal Loan Act, 1980 Public Act 241, as amended (MCL 141.931 to 141.942);

4. Has payment due and owing to the State of Michigan; or

5. Has not submitted the required grant semiannual reports.

Funds may not be released to the Grantee for a reimbursement request made on or after the effective date of the Cancellation or Termination of this Agreement under Section XXII or Section XXIII, except that funds may be released by Treasury after such cancellation or termination if Treasury had approved the reimbursement request prior to the effective date of such Cancellation or Termination.

VIII. EXPENDITURES

1. The grantee understands and agrees that all expenditures from the grant must be:
   a. Used to reduce the average caseload per attorney;

   b. Permissible under this agreement and state and federal law and consistent with statewide policies, regulations, and practices;

   c. Adequately substantiated by detailed expenditure documentation.

2. The Grantee agrees to use the approved purchasing practices and bid procedures consistent with local policy, charter, or ordinance for project expenditures.

3. The Grantee agrees to maintain accounting records following generally accepted accounting principles for the expenditure of grant funds. The Grantee agrees to record all revenues and expenditures in a fund or account separate from the Grantee's other funds or accounts.

4. The Grantee agrees to maintain all documentation for all expenditures of grant funds for a seven (7) year period following the End Date of this Agreement or following the date of the Final Closeout letter issued to the Grantee by Treasury, whichever date is earlier.

5. The Grantee understands and agrees that expenditures incurred or paid by the Grantee prior to the Start Date of this Agreement or after the End Date of the Grant Agreement will not be reimbursed.

IX. PERFORMANCE METRICS

The required performance metrics include, but are not limited to, the following:

1. Number of staff
2. Number of attorneys
3. Total caseload backlog
4. Average caseload per attorney
5. Local funding that supports the County Prosecutor Office

X. OTHER SOURCES OF FUNDING

The Grantee agrees that no expenditures claimed for reimbursement under this Agreement will be funded by any source other than this grant. If any expenditures submitted for reimbursement are funded by another source, the Grantee shall notify Treasury immediately and take all necessary steps to ensure that either:

1. The Grantee receives no grant funds for the same expenditures;

2. The Grantee repays to Treasury any grant funds received for the same expenditures.

XI. REPORTING

Reports required under this Section must be made on a form and in the manner required by Treasury.

Failure to submit any of the required semiannual reports and/or final reports will lead to cancellation of the grant award and repayment of grant funding .

The Grantee shall follow the reporting requirements specified below:

1. The Grantee agrees to complete and submit to Treasury semiannually the Form 6196 - Grant Narrative Report and Form 6197 - Grant Financial Status Report. These reports (forms) shall be due according to the following schedule:

Reporting Period	Due Date
October 1 – March 31	April 30
April 1 – September 30	October 30

2. For a payment reimbursement, the Grantee must complete and submit a Form 6203 – Grant Reimbursement Request. The reimbursement request must include supporting documentation (copies of original invoices, proof of payment such as cancelled checks or equivalent, and any other documentation that would support the request) of eligible project expenditures.

   Treasury shall make reimbursements upon receipt of a reimbursement request form, provided the Grantee is compliant with all terms and conditions of this Agreement and subject to grant limitations and State appropriations.

3. The Grantee must complete and submit a final Form 6196 – Grant Narrative Report and final Form 6197 – Grant Financial Status Report. The Grantee shall submit the final reports, including any outstanding items, within thirty (30) days after completion of the project or from the End Date of the Grant term specified on page 1, whichever is earlier.

   As part of the final report at the conclusion of the project, the Grantee shall submit verification that all funds were spent in accordance with this Agreement.

4. One (1) year after the date of the Final Closeout letter from Treasury, the Grantee must complete and submit a Form 6199 - Grant Final Follow-Up Report.

At a minimum, each semiannual report and the final report must include the status of the project, including updates on the Performance Metrics, and a detailed accounting of all grant funds expended by Budget Category. Treasury may request additional information as needed.

All forms shall be submitted to Treasury's contact at the e-mail address on page 1.

XII. GRANTEE RESPONSIBILITIES

1. The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances, and regulations in the performance of the activities funded by this grant.

2. All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State of Michigan or any other entity.

3. The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this grant or from any expenditure of grant funds.

4. The Grantee acknowledges that it is a crime to knowingly and willfully file false information with Treasury for the purpose of obtaining this Agreement or any payment under this Agreement, and that any such filing may subject the Grantee, its agents, and/or its employees to criminal prosecution, civil suit, and/or termination of the grant.

5. The Grantee agrees to comply with the requirements and terms and conditions of this Agreement.

XIII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of Treasury. Treasury does not assume responsibility regarding the contractual relationships between the Grantee and any contractor.

XIV. CONTRACTS

Treasury reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all obligations performed under this Agreement. Further, Treasury will consider the Grantee to be the sole point of contact with regard to matters arising under this Grant Agreement, including payment of any and all charges resulting from the anticipated grant. All contractors used by the Grantee in completing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

XV. <u>NON-DISCRIMATION</u>

The Grantee shall comply with the Elliott-Larsen Civil Rights Act, 1976 Public Act 453, as amended (MCL 37.2101 et seq), the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended (MCL 37.1101 et seq), and all other federal, state, and local fair employment practices and equal opportunity laws. The Grantee agrees to include in every contract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

XVI. <u>LIABILITY</u>

1. The Grantee, not Treasury, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities carried out or to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, its agents, any contractor, or anyone employed by the Grantee.

2. All liability as a result of claims, demands, costs, or judgments arising out of activities carried out or to be carried out by Treasury in the performance of this Agreement is the responsibility of Treasury and not the responsibility of the Grantee, if the liability is caused by any Treasury employee or agent.

3. In the event that liability arises as a result of activities conducted jointly by the Grantee and Treasury in fulfillment of their responsibilities under this Agreement, such liability is held by the Grantee and Treasury in relation to each party's responsibilities under these joint activities.

4. Nothing in this Agreement may be construed as a waiver of any governmental immunity by the Grantee, Treasury, their agents, or their employees, as provided by statute or court decisions.

XVII. <u>ANTI-LOBBYING</u>

The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute (MCL 4.415(2)). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action. The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State of Michigan.

XVIII. <u>DEBARMENT AND SUSPENSION</u>

By signing this Agreement, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its contractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions by any federal department or the State of Michigan.

2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or agreement under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).

4. Have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

5. Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XIX. <u>INSURANCE</u>

The Grantee must maintain insurance or self-insurance that will protect Treasury from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom the Grantee may be held liable.

The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XX. <u>CLOSEOUT</u>

A determination of project completion, which may include a site inspection and an audit, shall be made by Treasury or any of its duly authorized representatives upon receipt of satisfactory final reports from the Grantee. Upon submission of the final reports, the Grantee releases Treasury from all claims against Treasury arising under this Agreement. Unless otherwise provided in this Agreement or by State of Michigan law, the receipt of satisfactory final reports from the Grantee shall not constitute a waiver of Treasury's claims against the Grantee.

The Grantee shall immediately refund to Treasury any:

1. Unexpended grant funds in excess of the expenditures allowed by this Agreement.

2. Expenditures deemed by Treasury to fall outside the scope of the grant program, including funds that are declined or otherwise misused.

Final reimbursement requests must be submitted within thirty (30) days after completion of the project or from the End Date of the Grant specified on page 1, whichever is earlier.

Treasury will provide the Grantee with a Final Closeout Letter for the Final Closeout of the grant award and this Agreement upon a satisfactory review of the submitted final reports and the processing of the final reimbursement request.

XXI. AUDIT AND ACCESS TO RECORDS

The Grantee may be subject to monitoring, site visits, and audits as determined by Treasury. Treasury reserves the right to conduct a programmatic and financial audit of the project, and Treasury may withhold payment until the audit is satisfactorily completed. The Grantee is required to maintain all pertinent records and evidence pertaining to or required by this Agreement, including records and evidence related to the grant funds, in accordance with generally accepted accounting principles and other procedures specified by Treasury.

Treasury or any of its duly authorized representatives may conduct site inspections and must have access, upon reasonable notice, to all books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of seven (7) years after the Final Closeout letter has been issued to the Grantee by Treasury.

XXII. CANCELLATION

This Agreement may be cancelled by:

1. Treasury due to Executive Order or due to budgetary reduction or other lack of funding, upon thirty (30) days written notice to Grantee;
2. Grantee, upon thirty (30) days written notice to Treasury; or
3. Both parties by mutual agreement.

XXIII. TERMINATION

This Agreement may be terminated by Treasury as follows:

1. Upon thirty (30) days written notice to the Grantee:

    a. If the Grantee fails to comply with the terms and conditions of this Agreement, or with the requirements of the authorizing legislation cited on page 1, or other applicable laws or rules;

    b. If the Grantee knowingly and willingly presents false information to Treasury for the purpose of obtaining this Agreement or any payment under this Agreement;

    c. If Treasury finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of Treasury in an attempt to secure a contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement;

    d. If the Grantee or any contractor of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Department of Licensing and Regulatory Affairs or its successor.

During the thirty (30) day written notice period, Treasury will withhold payment for any terminations under subparagraphs a through d;

2. Immediately, upon written notice to the Grantee, and without further liability to Treasury, if the Grantee, or any agent of the Grantee, or any agent of any contractor is:

   a. Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract;

   b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;

   c. Convicted under State or federal antitrust statutes;

   d. Convicted of any other criminal offense which, in the sole discretion of Treasury, reflects on the Grantee's business integrity;

   e. Added to the federal or state Suspension and Debarment list.

If a grant is terminated, Treasury reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXIV. <u>DISCLOSURE OF INFORMATION</u>

All reports or other printed or electronic material are public information under the Freedom of Information Act, 1976 Public Act 442, as amended (MCL 15.231 to 15.246).

XXV. NOTICES

Any notice required or permitted to be given under Section XXII (Cancellation) or Section XXIII (Termination) of this Agreement shall be sent by certified mail and addressed as follows:

1. To Grantee: to the Grantee Contact on page 1 of this Agreement.

2. To Treasury: to the Treasury Contact on page 1 of this Agreement.

Notices sent by certified mail shall be deemed received three (3) calendar days after delivery.

XXVI. SECTION HEADINGS

All section headings contained in this Agreement are for reference only and are not intended to define or limit the scope of any provision of this Agreement.

XXVII. GOVERNING LAW

This Agreement shall be governed by and shall be interpreted in accordance with the laws of the State of Michigan.

XXVIII. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

XXIX. CERTIFICATION

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their respective party, that their party will fulfill the terms of this Agreement, as set forth herein, and that no part of the Agreement has been altered or changed. The Agreement must be signed by the County Prosecutor or County Prosecutor designee.

FOR THE GRANTEE:

Signature 7-9-2026
Date

Johanna C Carey Wexford County Prosecutor
Printed Name/Title

FOR TREASURY:

Signature 8/10/2026
Date

Eric Bussis, Director, Office of Revenue and Tax Analysis
Printed Name/Title

Local Prosecutor Support Grant Agreement – FY 2026
Wexford County
July 2, 2026

APPENDIX A –
APPROVED BUDGET

Wexford County Local Prosecutor Support Grant

Below is the approved budget for your grant project. Please note, we have assigned budget categories to each of your original budget line items. Use these categories when submitting your reimbursement requests* and when completing your semi-annual reporting.

Budget Category	Budget Description	Award Budget Amount	Comments
Contracted Services	Expert Witnesses	$ 15,000.00	
Equipment and Supplies	Office Furniture	$ 6,000.00	
Equipment and Supplies	Office Reconfiguration	$ 13,000.00	
Equipment and Supplies	Office Supplies and Printer	$ 2,978.00	Excludes purchase of standard office supplies not related to new employee(s)
Salaries and Wages	Grant Staff	$ 14,000.00	
Salaries and Wages	Overtime	$ 7,500.00	
Salaries and Wages	Retention Bonuses	$ 62,500.00	
Technology	Computers and Tablets	$ 2,000.00	
Technology	Digital Services/Storage	$ 2,000.00	
Technology	Software Licenses	$ 1,000.00	
	Budget Total	**$ 125,978.00**	

*Reimbursement requests must include copies of invoices and cancelled checks (or equivalent) supporting the costs.

Grant Administration Fees: Grant administration fees are not reimbursable expenses.

Work Plan/Timeline: Prior to the release of funds, the grantee will provide a project work plan/timeline that outlines objectives, planned activities and anticipated spending. The work plan/timeline should include estimated completion dates and a description of the deliverable for each step.

Initials: JCC Date: 7.10.2026

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

GRETCHEN WHITMER
GOVERNOR

RACHAEL EUBANKS
STATE TREASURER

August 10, 2026

Johanna Carey
County Prosecutor
Wexford County
437 E. Division
Cadillac, MI 49601

Dear Ms. Carey,

Re: **Grant No. 31LP04-26**
Final Award – Local Prosecutor Support Grant FY 2026

The Michigan Department of Treasury (Treasury) – Revenue Sharing and Grants Division received the signed Wexford County Grant Agreement for the Local Prosecutor Support Grant funding. We are pleased to inform you that the project has received final approval, and Wexford County has been awarded grant funding in the amount of $125,978 for the grant period of October 1, 2025, through September 30, 2030.

The grant has been assigned grant number 31LP04-26. Please be sure to reference the grant number on all communications with Treasury.

Grant Agreement

Enclosed is one fully executed Local Prosecutor Support Grant Agreement. Please review the terms and conditions of the grant award that are contained in the Local Prosecutor Support Grant Agreement.

Also enclosed, as part of the Grant Agreement (Appendix A), is the final Approved Budget with budgeted line items. Please refer to these line items when submitting semi-annual reports and detailed expenditure documentation.

Reporting Requirements

The reporting requirements for the Local Prosecutor Support Grant include semi-annual reports due no later than thirty (30) days after the close of the semi-annual reporting month and final reports due no later than thirty (30) days after project completion or the end of the grant term (whichever is earlier). At a minimum, the semi-annual reports and final reports shall include details on the accounting of grant funds expended, including expenditures by category. Semi-annual reports are due on the 30th day of April and October.

The first semi-annual report is due October 30, 2026, and covers the period of October 1, 2025, to September 30, 2026. All subsequent reporting will be completed on a semi-annual basis. Completion of these reports is a requirement of the grant conditions, even if there has been no activity during the reporting period.

Reimbursements
Prior to the release of funds, the grantee will provide a project work plan/timeline that outlines objectives, planned activities and anticipated spending. The work plan/timeline should include estimated completion dates and a description of the deliverable for each step.

Local Prosecutor Support grant funds will be released on a reimbursement basis using Form 6203-LCP, Local Prosecutor Support Grant Reimbursement Request. Payment reimbursement requests must include copies of source documentation supporting the requested reimbursement amount, including but not limited to invoices and cancelled checks (or equivalent).

The continuation of grant funding is subject to appropriation and availability of funds. If appropriations to enable the State to effect continued payment under this grant are reduced, the State shall have the right to terminate this grant. Notice of grant termination shall be given in writing at least thirty (30) days in advance of termination.

Source of Funds
The Local Prosecutor Support Grant is supported by revenues from the state general fund.

Treasury and the State Auditor General's Office (and/or any of their duly authorized representatives) may access any books, documents, papers, and/or records of the grantee which are related to this project for purposes of inspection, audit, examination, or review. This grant may be terminated if Treasury concludes that the grant is not in compliance with conditions and provisions of the grant or has falsified any information.

Congratulations on the grant award. We look forward to working with you on this project.

If you have any questions, please let us know. We can be reached at (517) 335-7484.

Sincerely,

Evah Cole

Evah Cole, Division Administrator
Revenue Sharing and Grants Division

Enclosure

cc: Cathy Wright, Office Administrator

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
PROBATION AND PRETRIAL SERVICES OFFICE

SEAN R. STAMPS
CHIEF U.S. PROBATION OFFICER

101 Federal Building
110 Michigan Ave., NW
Grand Rapids, MI 49503
TX: (616) 456-2384
Fax: (616) 456-2223

REPLY TO: Grand Rapids

252 Federal Building
315 W. Allegan St.
Lansing, MI 48933
TX: (517) 377-1825
Fax: (517) 377-1682

B-10 Federal Building
410 W. Michigan Ave.
Kalamazoo, MI 49007
TX: (269) 381-5341
Fax: (269) 381-1207

100 N. Front St., Ste. 202
PO Box 906
Marquette, MI 49855
TX: (906) 228-7432
Fax: (906) 228-5514

August 10, 2026

The United States District Court for the Western District of Michigan is inquiring of your agency's interest in providing substance abuse testing services in Wexford County. Services provided would be for individuals on federal probation, supervised release, or parole, who are under supervision of the United States Probation Office, as well as persons on Pretrial status under the supervision of United States Pretrial Services Office, who have been ordered by the Court to participate in treatment.

The offeror is not required to maintain a call-in phone system for the urine collection, as this will be operated by the U.S. Probation and Pretrial Services Office. It should be noted the district utilizes a laboratory that will conduct testing of urine samples collected.

Included please find a Request for Proposal (RFP). The RFP contains the full text of all applicable Government regulations, and all offerors are subject to the provisions contained in the RFP. **Section "L" provides specific directions in completing the proposal.** The minimum standards for the services listed are contained in the Clauses and Terms of Agreement. Note if you intend to subcontract any services, instructions are included in Section "L.".

The estimated monthly quantity listed in Section "B" of the RFP is the estimate of the services to be provided during the terms of this agreement. **It is only an estimate.**

A Non-Competitive Purchase Order (NCPO) cannot exceed $10,000 per fiscal year. The term for this NCPO is twelve (12) months with a start date of October 1, 2026, and ending on September 30, 2027.

Proposals are due by Friday, August 21, 2026, at 5:00 p.m. Proposals shall be e-mailed in PDF format to treatmentservices@miwp.uscourts.gov. All e-mail submissions must reference in the subject line, the Solicitation number indicated in Section A, Block 1 of the Solicitation/Offer/Acceptance. Hard copies will not be accepted. All proposals must be signed by a representative authorized to commit the offeror to contractual obligations. Electronic signatures are accepted. A copy of the NCPO, Clauses and Terms of Agreement, should be retained by the offeror for their files.

If you have any questions regarding the RFP, please submit your questions in writing to treatmentservices@miwp.uscourts.gov.

Sincerely,

/s/ Jessica McConville
Jessica McConville
U.S. Probation Officer Specialist

SECTION A	SOLICITATION / OFFER / ACCEPTANCE	
1. Solicitation No. **0646-27-TS20**	2. Date Issued **08/10/2026**	3. Award No.
4. Issued By: **Jessica McConville Cape** **jessica_mcconville@miwp.uscourts.gov**	5. E-mail Address Offer To (if other than Item 4): **Treatment Services Team** **treatmentservices@miwp.uscourts.gov**	

SOLICITATION

6. Proposals for furnishing the required services listed in Section B will be received electronically via the e-mail address(es) specified in Item 4 or 5 until **05:00 PM** *(hour)* local time **08/21/2026** *(date)*

7. For Information call: a. Name **Jessica McConville Cape**	b. Telephone **(616) 437-4814**

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OFFER

8. In compliance with the above, the undersigned agrees, if this offer is accepted within ____________calendar days (365 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

9. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52-232-8)*	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %

10. ACKNOWLEDGEMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

11. NAME AND ADDRESS OF OFFEROR	16. ☐ AWARD Your offer on Solicitation Number ____________________, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets.
12. Telephone No. (Include area code)	
13. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*	17A. NAME OF CONTRACTING OFFICER
	17B. UNITED STATES OF AMERICA BY ______________ *(Signature Of Contracting Officer)* — 17C. DATE SIGNED
14. Signature — 15. Offer Date	

SECTION B - SUPPLIES OR SERVICES AND OFFEROR'S PRICES

The United States District Court for the Western District of Michigan is soliciting a vendor to provide substance use, mental health, and/or sex offender treatment services. A vendor must be capable of providing services within a geographic area encompassing Wexford County.

Section B is generic and used nationwide to procure the particular needs of each U. S. Probation/Pretrial Services Office. An asterisk ***** indicates a requirement line item which has been modified under "Local Services." Offerors shall submit pricing and proposal information related to only the required services. Offerors failing to provide offers on all required services marked will be considered technically unacceptable.

A Non-Competitive Purchase Order (NCPO) cannot exceed $10,000 . The term for this NCPO is not to exceed twelve (12) months within the fiscal year. Note: the fiscal year for the federal Government begins on October 1 of one calendar year through September 30 of the next.

Note: Estimated Monthly Quantities (EMQs) represent the total monthly quantities to be ordered per service item. EMQs are estimates only and do not bind the government to meet these estimates.

DRUG TESTING:

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE
X	1010	Urine Collection	2 **Unit: Price: per specimen**	

	PROJECT CODE	REQUIRED SERVICES	ESTIMATED MONTHLY QUANTITY	UNIT PRICE
X	1504	Breathalyzer	1 **Unit: per administration**	

J.E. TIFFANY AND Associates

1707 N. 39 Road, Manton, Michigan 49663 Telephone: 231-735-4546

July 31, 2026

Mr. Mike Solomon, Drain Commissioner
Wexford County Drain Commission
401 N. Lake Street, Suite 600
Cadillac, MI 49601

Re: Proposal- Capacity Optimization Study for Clam River Outlet of Lake Cadillac

Dear Mr. Solomon,

Thank you for the opportunity to submit this proposal to evaluate the hydraulic capacity of the Clam River outlet system for Lake Cadillac.

PROJECT UNDERSTANDING

As discussed, one of the long-standing operational challenges associated with Lake Cadillac is maintaining the legal winter lake level. Over many years, the existing outlet system has frequently lacked sufficient discharge capacity to lower the lake to its legal winter elevation before spring runoff begins. As a result, the lake often enters the spring snowmelt and rainfall season with a significant portion of its available flood storage already occupied. The recent flooding event of April 2026 further demonstrated the limitations of the existing outlet system during periods of exceptionally high inflow.

The objective of this study is to determine whether hydraulic improvements to the Clam River Control Dam could increase the discharge capacity of the outlet system sufficiently to allow greater releases during the winter months. The concept is to maintain the legal lake level while avoiding unacceptable impacts downstream by providing a moderate increase in capacity over a significant period (winter months). Increasing the ability to discharge water during the winter could allow the lake to more consistently reach its legal winter elevation, thereby increasing available storage within the lake prior to spring runoff and reducing the magnitude of future high-water events.

The proposed study will evaluate the hydraulic performance of the outlet system extending from Lake Cadillac downstream to the downstream side of the Haynes Street Bridge. This reach includes the principal hydraulic controls governing discharge from the lake, including the Chestnut Street Bridge, the Clam River Control Dam, and the Haynes Street Bridge.

SCOPE OF SERVICES

Task 1 – Field Survey

Conduct a detailed topographic and hydraulic survey of the study reach sufficient for hydraulic modeling. Survey information will include:

- Upstream and downstream hydraulic control sections at the Chestnut Street Bridge.
- Upstream and downstream hydraulic control sections at the Clam River Control Dam.
- Upstream and downstream hydraulic control sections at the Haynes Street Bridge.
- River cross sections at intervals appropriate for development of a one-dimensional hydraulic model.
- Collection of elevations and geometric information necessary to accurately represent the channel and hydraulic structures.

Task 2 – Hydraulic Model Development

Develop a hydraulic model of the study reach using the U.S. Army Corps of Engineers' HEC-RAS software.

The model will be calibrated using surveyed high-water elevations collected following the April 2026 flood event to ensure that the model reasonably represents observed hydraulic conditions before evaluating potential improvements.

Task 3 – Development of Improvement Concepts

Develop up to three conceptual alternatives for improving the hydraulic efficiency of the Clam River Control Dam.

Concepts may include modifications to the spillway geometry or other improvements intended to increase discharge capacity while maintaining safe operation of the facility.

The purpose of this phase is not to prepare final engineering plans, but rather to identify practical improvements capable of increasing winter discharge capacity. Reporting will likely be limited to the alternative that we consider to be the most feasible based on practical and cost-effective considerations.

Task 4 – Hydraulic Evaluation of Improvement Alternatives

Modify the hydraulic model to evaluate one or more improvement concepts and determine the resulting increase in discharge capacity.

The analysis will compare existing and proposed hydraulic performance over a range of lake elevations. Results will be summarized in tabular form and are anticipated to include:

- Lake elevation
- Existing discharge
- Proposed discharge
- Increase in discharge
- Percent increase in discharge

This information will quantify the effectiveness of the proposed improvements and provide the basis for determining the feasibility of the project.

Task 5 – Winter Lake Level Evaluation

Evaluate whether the increased discharge capacity would likely allow the Drain Commission to consistently maintain the legal winter lake level during a typical year.

This evaluation will compare:

- Existing discharge at a representative winter lake elevation; and
- Proposed discharge at the legal winter lake elevation.

If the proposed improvements provide discharge capacity equal to or greater than the existing discharge at typical winter operating levels, the improvements would be expected to substantially improve the Commission's ability to maintain the legal winter lake level.

This evaluation will provide a practical measure of the anticipated operational benefit of the proposed improvements.

Task 6 – Recommendations

Prepare a final engineering memorandum summarizing the study findings and recommendations.

The memorandum will include:

- Description of the existing hydraulic limitations.
- Summary of hydraulic modeling.
- Recommended conceptual improvements.
- Estimated increase in discharge capacity.

- Discussion regarding the anticipated ability to maintain the legal winter lake level.
- Preliminary opinion of probable construction cost for the recommended improvements.
- Recommendations regarding future engineering and permitting.

DELIVERABLES

Upon completion of the study, J. E. Tiffany & Associates will provide:

- Summary tables comparing existing and proposed discharge capacity.
- Final engineering memorandum documenting the study and recommendations.
- Opinion of probable construction cost for the recommended improvements.

SCHEDULE

Provided that we receive authorization to proceed by the end of August, we will complete survey work by the end of October with the presentation of draft and final reports by the end of February, 2027. This will position the Drain Commission for completing a project in 2027, assuming an aggressive schedule for design and permitting.

FEE SCHEDULE

J.E. Tiffany and Associates proposes to complete the above scope of work for lump sum fees according to the following schedule:

River and hydraulic-structure survey	$12,000
Existing-condition HEC-RAS model	$ 8,500
Calibration to April 2026 high-water observations	$ 4,000
Development of dam improvement concepts	$ 4,000
Modeling and comparison of improvement concepts	$ 7,000
Winter legal lake-level evaluation	$ 2,500
Recommendations and opinion of probable cost	$ 2,500
Draft and final engineering report	$ 3,500
Total	**$44,000**

Notes: Invoices will be prepared monthly based on percentage completed

ASSUMPTIONS

The proposed fee is based on the assumptions and limitations stated herein. Services resulting from material changes in the study scope, inaccessible survey locations, additional alternatives requested by the Drain Commission, regulatory permitting, detailed structural evaluation, preparation of construction drawings and specifications, or other services not specifically identified in this proposal will be performed only upon written authorization and will be considered additional services.

We appreciate the opportunity to continue assisting the Wexford County Drain Commission with the management of the Clam River system. We believe this study will provide the information necessary to determine whether targeted hydraulic improvements can increase winter discharge capacity, improve management of Lake Cadillac, and reduce the severity of future high-water conditions while recognizing the hydraulic constraints of the downstream river system.

Please contact me if you have any questions regarding this proposal. We look forward to working with you on this important project.

If this proposal meets with your approval, please return a signed copy of the attached Professional Services Agreement. This proposal is valid for 30 days.

Sincerely,
J. E. Tiffany and Associates

James E. Tiffany, P.E.
Owner

PROFESSIONAL SERVICES AGREEMENT

Consultant: J.E. Tiffany and Associates P.O. Box B1 Manton, MI 49663 231-735-4546	**Client:** Wexford County Drain Commission **Client Contact:** Mr. Michael J. Solomon **Address:** 401 N. Lake Street, Suite 600 Cadillac, Michigan 49601 **Phone:** 231-779-9115 **Fax:** 231-779-0292 **E-mail:** draincom@wexfordcounty.org
Date: July 31, 2026	**Project No.:**

Project Name/ Location: Capacity Optimization Study for Clam River Outlet of Lake Cadillac, Wexford County, Michigan

Scope / Intent and Extent of Services – J. E. Tiffany and Associates agrees to provide the following services to Client, subject to the Additional terms and Conditions set forth in this Agreement:

Capacity Optimization Study for Clam River Outlet of Lake Cadillac as per the J. E. Tiffany and Associates proposal dated July 31, 2026.

Fees, Costs, and Payment: For services performed, the Client will pay to J.E. Tiffany and Associates lump sum fees according to the following schedule:

River and hydraulic-structure survey	$12,000
Existing-condition HEC-RAS model	$ 8,500
Calibration to April 2026 high-water observations	$ 4,000
Development of dam improvement concepts	$ 4,000
Modeling and comparison of improvement concepts	$ 7,000
Winter legal lake-level evaluation	$ 2,500
Recommendations and opinion of probable cost	$ 2,500
Draft and final engineering report	$ 3,500

ACCEPTED AND AGREED TO:

The Undersigned agrees to the above, to the Additional Terms and Conditions, and to any Addendum attached to and made a part of this Agreement. The undersigned has full authority to execute this Agreement on behalf of the Client. Should the Client make any claim or assertion that this Agreement was executed without its authority, the undersigned assumes full personal liability.

J.E. Tiffany and Associates | **Client**

James E. Tiffany

July 31, 2026

signature ***date*** ***signature*** ***date***

James E. Tiffany, P.E. Owner

printed name / title ***printed name / title***

Additional Terms and Conditions

The Consultant shall perform the services outlined in this agreement for the stated fee arrangement. These additional Terms and Conditions are made a part of this Agreement:

Entire Agreement: These Terms and Conditions and the accompanying Proposal constitute the full and complete Agreement between the parties and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Contract Provisions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Contract Provisions shall govern.

Standard of Care: CONSULTANT and its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced at the same point in time and under similar circumstances by professionals providing similar services. Client agrees that services provided will be rendered without any warranty, express or implied.

Hazardous Materials: The scope of CONSULTANT's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

Approvals: CONSULTANT does not guarantee reviews or approvals by any governing authority or outside agency, nor the ability to achieve or maintain any project timeline.

Compliance: CONSULTANT shall perform its services in accordance with the laws, rules, regulations, and codes that are applicable to the project and in force at the time of the completion of the construction documents.

Changes or Delays: If any additional services and or change/modifications to Consultant's scope of services are proposed by Client, Consultant shall, upon receipt of such written change or modification, determine the impact on both time and compensation and notify Client in writing. Upon agreement between Client and Consultant as to the extent of said impacts to time and compensation, an amendment to this agreement shall be prepared describing such changes. Execution of the amendment by Client and consultant shall constitute the Consultant's notice to proceed with the changed scope.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the client's failure to provide specified facilities, direction, or information, or if CONSULTANT's failure to perform is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of CONSULTANT. Temporary stoppage caused by any of the above may result in additional cost beyond that outlined in the accompanying Proposal.

Reliance on Information Provided by Others: CONSULTANT shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Subcontractors: CONSULTANT reserves the right to subcontract to duly licensed persons, firms or corporations any and/or all of the work herein provided for.

Site Visits: In the event that CONSULTANT's scope of services listed in the Proposal shall include site visits during the construction phase, CONSULTANT shall be serving only in the capacity as a consultant to advise Client on issues involving progress and general design compliance. The CONSULTANT does not assume any responsibility for the quality, sequences, techniques, or timeliness of any contractor's work, job site safety, continuous onsite inspections, or any issues that fall outside of the CONSULTANT's scope of services as defined herein.

Consequential Damages Waiver: Neither the Client nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

Suspension/Termination: This agreement may be terminated by the Client or the Consultant at any time with or without cause upon giving the other party written notice. The Client shall remain liable for, and shall within 15 days pay CONSULTANT for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on Client's behalf.

Dispute Resolution: The Client and CONSULTANT agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

Limitation of Liability: To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, employees, agents, and subconsultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to CONSULTANT's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract, or breach of warranty shall not exceed the total compensation under this Agreement.

Law and Venue Governing: This Services Agreement shall be governed by the laws of the State of Michigan. Venue of any action against CONSULTANT shall be in Grand Traverse County. Venue of any action against Client shall be in Grand Traverse County or in the circuit or district court in which the Client resides or has its principal place of business, in the sole discretion of CONSULTANT.

Indemnification: The Client shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Consultant, his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Consultant. Additionally, any time expended by CONSULTANT relating to any litigation shall be compensated at a rate of $250 per hour plus expenses.

Time Limitation of Services Agreement: CONSULTANT reserves the right to withdraw this Services Agreement if not accepted within 30 days.

Ownership of Documents: All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form prepared by CONSULTANT are instruments of CONSULTANT's service that shall remain CONSULTANT's PROPERTY. The Client agrees not to use CONSULTANT-generated documents for marketing purposes, for projects other than the project for which the documents were prepared by CONSULTANT, for future modifications to this project, and agrees not to use uncompleted documents without CONSULTANT's express written permission. Documents may be used for the project for which they were intended if they have been annotated as "Issued for Construction" by the CONSULTANT.

Any reuse or distribution to third parties without such express written permission or project-specific adaptation by CONSULTANT will be at the Client's sole risk and without liability to CONSULTANT or its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors. Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless CONSULTANT from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.

Billings/Payments: Invoices for the Consultant's services shall be submitted, at the Consultant's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 15 days after the invoice date. If the invoice is not paid within 30 days, the Consultant may, upon written notice to the Client, withhold deliverables and/or suspend further work until payments are brought current. The Client agrees to indemnify and hold CONSULTANT harmless from any claim or liability resulting from such suspension. Deposits shall be credited on the final invoice.

Late Payments: Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Executive Committee

FOR MEETING DATE: August 19, 2026

SUBJECT: Prosecutor Wage Increase

SUMMARY OF ITEM TO BE PRESENTED:

The Executive Committee discussed increasing wages for the attorney positions within the Prosecutor's Office to improve recruitment efforts and attract qualified applicants. The vacant position has been posted for weeks, and no applications have been received.

RECOMMENDATION:

The Executive Committee recommends the full Board increase the hourly rates for positions within the Prosecutor's Office as follows: Prosecutor to $75.00 per hour, Chief Prosecutor to $55.00 per hour, and Assistant Prosecutor to $46.00 per hour.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee

FOR MEETING DATE: August 19, 2026

SUBJECT: Prosecuting Attorneys Work Week Hours

SUMMARY OF ITEM TO BE PRESENTED:

The Finance Committee discussed increasing the workweek for all Prosecuting Attorneys from 37.5 hours to 40 hours per week.

RECOMMENDATION:

The Finance Committee recommends the full Board increase each of the Prosecuting Attorneys' hours from 37.5 hours per week to 40 hours per week.