



Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, September 02, 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 RECOGNITION1
 - 1. Katie Gurumurthy – 20 years (HR/PS 8/25/2026)
 - 2. Cheri Sprik – 5 years (HR/PS 8/25/2026)
- 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 19, 2026, Regular Meeting Minutes 2
- J. AGENDA ITEMS
 - 1. Mechanical Inspector Rate Increase..... 6
 - 2. Plumbing Inspector Contract..... 7
 - 3. FY27 MIDC Compliance Plan (Finance 8/26/2026) 9
 - 4. School Resource Officer Agreement (Finance 8/26/2026) 87
 - 5. Engagement Agreement – Landfill Host Fee Litigation (Finance 8/26/2026) 98
- 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

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Human Resources / Public Safety Committee

FOR MEETING DATE: September 02, 2026

SUBJECT: Employee Recognition

SUMMARY OF ITEM TO BE PRESENTED:

Wexford County would like to recognize employees for their service, per County Policy B.13-0, at 5, 10, 15, 20, 25, 30, and 35 years. The following employees should be recognized at the next Board of Commissioners' meeting for their service as follows:

EMPLOYEE NAME	DEPARTMENT	YEARS OF SERVICE
Katie Gurumurthy	Probate Court 28 th Circuit Court Family Division	20-Years
Cheri Sprik	Prosecutor	5-Years

Katie began her employment with the Wexford County Probate Court on August 7, 2006, as a Receptionist/Deputy Clerk. On May 14, 2007, she became a Deputy Court Reporter. On November 21, 2016, she became the Juvenile Court Administrator/Juvenile Register for the Family Division of the 28th Circuit Court, a position she currently holds.

Cheri began her employment with the Wexford County Prosecutor's Office on August 23, 2021, as a Victims' Advocate, a position she currently holds.

RECOMMENDATION:

Presentation of the Certificates of Appreciation to Ms. Gurumurthy and Ms. Sprik.

WEXFORD COUNTY BOARD OF COMMISSIONERS
Regular Meeting * Wednesday, August 19, 2026

Meeting called to order at 4:00 p.m. by Chairman Taylor.

Roll Call: Present- Commissioners Aaron Sogge, Jason Nelson, Sandy Bengelink, Michael Bush, Julie Theobald, Gary Taylor, Jason Baughan and Brian Potter.

Absent- Mark Nyman.

Pledge of Allegiance.

Additions/Deletions to the Agenda-

Add: J.7. FY26 Legal Self-Help Center Kiosk Implementation Grant– Award Determination

Approval of the Agenda

MOTION by Comm Theobald, seconded by Comm Bengelink to approve the agenda, as amended.

All in Favor.

Employee Recognition- *None.*

Presentation and Reports- *None.*

Public Comment- *None*

Consent Agenda

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

MOTION by Comm Theobald seconded by Comm Bush to approve the Consent Agenda.

All in Favor.

Agenda Items

1. Public Hearing for the Closeout of CDBG Program Year 2024

MOTION by Comm Bush, seconded by Comm Bengelink to open the public hearing.

Roll Call: Motion passed 8-0.

The public hearing was opened at 4:01 p.m. No public commented. The public hearing was closed at 4:01 p.m.

2. FY 2026 Local Prosecutor Support Grant Agreement
MOTION by Comm Bengelink, seconded by Comm Baughan to approve the FY 2026 Local Prosecutor Support Grant Agreement in the amount of \$125,978.00 and authorize the Prosecuting Attorney to sign on behalf of the County.

Roll Call: Motion passed 8-0.

3. Federal Drug Testing Contract for FY 2027-Community Corrections
MOTION by Comm Theobald, seconded by Comm Bush to approve the Federal Drug Testing Contract for FY 2027 for Community Corrections for a 12-month term in the amount of \$10,000 per fiscal year, effective October 1, 2026, including two urine collections and one breathalyzer test per month, and to authorize the Wexford County Chairman to sign on behalf of the County.

Roll Call: Motion passed 8-0.

4. Proposal for Clam River Study
MOTION by Comm Nelson, seconded by Comm Bengelink to approve the Proposal for Clam River Study and the County will pay 50% of the quote with the City of Cadillac paying the other 50% and allow the Drain Commissioner to sign on behalf of the County.

Roll Call: Motion passed 8-0.

5. Prosecutor Office Wage Increase
MOTION by Comm Theobald, seconded by Comm Bush to approve the Prosecutor Office Wage Increase 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 effective October 1, 2026.

Roll Call: Motion passed 7-1 with Commissioner Nelson voting against the motion.

6. Prosecutor Attorneys Work Week Hours
MOTION by Comm Baughan, seconded by Comm Sogge to approve the Prosecutor Attorneys Work Week Hours from 37.5 hours per week to 40 hours per week effective October 1, 2026.

Roll Call: Motion passed 8-0.

7. FY26 Legal Self-Help Center Kiosk Implementation Grant-Award Determination

MOTION by Comm Theobald and seconded by Comm Bengelink to approve the FY26 Legal Self-Help Center Kiosk Implementation Grant-Award Determination in the amount of \$9,000.00 and authorize the Judge to sign on behalf of the County.

Commissioner Potter questioned where this would be located. Administrator Porterfield explained this would be located in the front office of the mailroom. It will just be a computer monitor and screen. Commissioner Potter questioned if that needed to be monitored by a camera. Mr. Porterfield will be looking into that.

Commissioner Theobald asked if this needed to be in a general public area. Administrator Porterfield explained that Judge Elmore wanted it to be in an office.

Roll Call: Motion passed 7-1 with Commissioner Bush voting against the motion.

Administrator's Report-

Administrator Porterfield introduced his new appraiser, Conner Cochrane. He is working hard to get going. Mr. Porterfield received an email asking for help with the sale of the dams. If it is not sold, they will have to take them out.

Mr. Porterfield pointed out that Commissioner Nyman was absent because he suffered a major heart attack a week prior. He underwent a quadruple bypass, and he was on the mend. He asked for prayers for Commissioner Nyman.

He also had a meeting with the CEO of Northern Lake Community Mental Health. They will be asking for more money from the counties. Mr. Porterfield advised her to draft a letter explaining the situation.

Correspondence- *None.*

Public Comments- *None.*

Liaison Reports-

Commissioner Theobald attended the AAA Advisory Committee to test it out. She's hoping to make that a full time commitment. She was unable to attend the Community Corrections meeting, but the office staff went to Midland to see what they could do differently. The staff in Saginaw came here to see what they could help with also. She also attended a Salvation Army meeting. Christmas in July went very well.

Commissioner Baughan is anticipating something next month with the start up of school.

Commissioner Potter attended the Clam Lake DDA meeting. The glamping project was withdrawn and 70 acres will be back on the market.

Commissioner Taylor reminded everyone the fair is up and running.

Board Comments-

Commissioner Bush was glad to hear Commissioner Nyman was doing well. Please continue to pray for him.

Commissioner Theobald seconded the prayers for Commissioner Nyman. She also sent her prayers to the family members as well.

Commissioner Baughan echoed that as well. He's sending prayers for the whole Nyman family.

Commissioner Nelson has been praying for Mark ever since he heard the news.

Commissioner Bengelink is praying for a speedy recovery for Mark, and she misses him.

Chairman's Comments-

Chair Taylor echoed the prayers and thanked everyone for attending.

Adjourn

MOTION by Comm Theobald, seconded by Comm Baughan to adjourn at 4:14 p.m.

All in favor.

Gary Taylor, Chairperson

Alaina Nyman, County Clerk

BOARD OF COMMISSIONERS AGENDA ITEM

FOR MEETING DATE: September 02, 2026

SUBJECT: Mechanical Inspector Rate Increase

SUMMARY OF ITEM TO BE PRESENTED:

The Wexford County Building Official is requesting to increase the rate of the Mechanical Inspector from \$50 to \$60 per inspection. This will make his rate consistent with the other inspectors.

RECOMMENDATION:

Administration recommends the full board approve the rate increase effective immediately.

WEXFORD COUNTY BUILDING DEPARTMENT
 401 N. Lake Street
 Cadillac, MI 49601
building@wexfordcountv.org

LETTER OF UNDERSTANDING

The purpose of this letter is to set forth certain understandings between Wexford County as the Employer and David Anderson to provide services for the Wexford County Building Department on an as needed independent contractor basis.

Beginning September 2, 2026, Mr. Anderson will serve as the Wexford County Plumbing Inspector in accordance with PA 407 of 2016 Skilled Trades Regulation Act and current Michigan Construction codes and all other applicable legislation and regulations. This agreement may be terminated by either party with or without cause by giving 30 calendar days written notice to the other party hereto of the intention to terminate. Mr. Anderson shall be compensated for the services performed up to the effective date of termination. Notwithstanding the termination of this Agreement, Mr. Anderson shall be required to turn over any work in progress to Building Department, cooperate with Building Department and the person or entity selected to replace David Anderson and otherwise fulfill all responsibilities hereunder relating to inspections rendered prior to termination. Mr. Anderson shall deliver to Building Department all documents and tangible items pertaining to the inspections provided through this Agreement.

Mr. Anderson will provide Plumbing Inspection Services as necessary at a rate of \$60 per inspection. Mr. Anderson is to use County vehicles for traveling from inspection to inspection and will not be compensated in any form including mileage for the use of his personal vehicle. Only if there is no County vehicle available to use for inspections, Mr. Anderson will be permitted to use his personal vehicle and be compensated for mileage in accordance with County policy. Invoices should be submitted to the Wexford County Building Department bi-weekly. While performing inspections on behalf of Wexford County, only, Mr. Anderson's inspection services will be included in the County's general liability insurance coverage. The parties agree that the relationship created by this Agreement between Mr. Anderson and the County is that of independent contracting parties. Mr. Anderson shall not be an employee of the County and shall not be entitled to any benefits provided by any of the County to its employees. The parties understand that the County will not withhold taxes from any payments made to Mr. Anderson pursuant to this Agreement or pay or withhold social security or other payroll taxes. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between Mr. Anderson and the County or to authorize any party to act as an agent of the other.

Mr. Anderson agrees that at all times during his work as County Plumbing Inspector, he will faithfully, and to the best of his ability, experience and talents, perform all the duties that may be required. Mr. Anderson shall maintain all professional licenses and/or certifications necessary to provide the services under this agreement. Neither this Agreement nor any interest created by this Agreement may be assigned or delegated by Mr. Anderson without the express written consent of County.

This Agreement may be amended at any time by the mutual written agreement of Mr. Anderson and the County.

Gary Taylor, Chairman
Wexford County Board of Commissioners

Date: _____



David Anderson, Plumbing Inspector

Date: 8-27-26

Clifford Porterfield, Administrator
Wexford County

Date: _____

Compliance Plan and Cost Analysis Renewal - FY 2027

Applicant

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1. Applicant Information

- a. Applicant Name Wexford County
- b. Organizational Unit Wexford/Missaukee Counties
- c. Address 437 E. Division Street
- d. Address 2
- e. City Cadillac State MI Zip 49601
- f. Federal ID Number 23-1779945 Reference No. Unique Entity Id.
- g. Agency's fiscal year (beginning month and day) January-01
- h. Agency Type
- ☐ City ☐ Township ☒ County
- ☐ Village

2. Project Information

- a. Project Name Compliance Plan and Cost Analysis Renewal - FY 2027
- b. Is implementing agency same as Applicant ☒ Yes ☐ No
- c. Implementing Agency Name
- d. Project Start Date Oct-01-2026 End Date Sep-30-2027
- e. Amount of Funds Requested \$1,876,906.79 Project Cost \$2,023,665.33
- f. Agency Local Share: 146,758.54

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3. Contacts

a. Financial Officer

Name Clifford Porterfield
Title County Administrator
Mailing Address 437 E Division Street
City Cadillac State MI Zip 49601
Telephone (231) 779-9474 Fax (231) 779-9529
E-mail Address jporterfield@wexfordcounty.org

b. Project Director / Primary Contact

Name Robert Champion
Title Chief Public Defender
Mailing Address 419 N. Lake Street
City Cadillac State MI Zip 49601
Telephone (231) 444-0480 Fax (231) 444-6518
E-mail Address rchampion@wexfordcounty.org

c. Authorized Signatory

Name Gary Taylor
Title Chair, Board of County Commissioners
Mailing Address 437 E. Division
City Cadillac State MI Zip 49601
Telephone (231) 779-9453 Fax
E-mail Address gtaylor@wexfordcounty.org

d. Project Director / Primary Contact

Name STEPHANY ANDERSON
Title Grant Manager
Mailing Address 419 N. Lake St.
City Cadillac State MI Zip 49601
Telephone (231) 444-0480 Fax
E-mail Address SANDERSON@WEXFORDCOUNTY.ORG

e. Authorized Official

Name Clifford Porterfield
Title County Administrator
Mailing Address 437 E Division Street
City Cadillac State MI Zip 49601
Telephone (231) 779-9474 Fax (231) 779-9529
E-mail Address jporterfield@wexfordcounty.org

Additional Information

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Submitter Information

Funding Unit/System Name: Wexford/Missaukee Counties

☒ I hereby certify that I am authorized to submit the application and the information and representations contained in the application is true and correct.

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

Name: STEPHANY ANDERSON

Title: Office Manager

Email Address: SANDERSON@WEXFORDCOUNTY.ORG

Phone Number: (231) 444-0480

Date: 02/25/2026

Signature: STEPHANY ANDERSON

Delivery System Model

1. What type of indigent defense delivery system will you use in FY2027? (indicate all that apply):

- ☒ Public Defender Office (county employees)
☐ Public Defender Office (non-profit/vendor model)
☒ Managed Assigned Counsel System (Name of MAC Attorney Manager and P#:) [Patrick Cherry P80130]
☐ Contract Defender System
☐ Regionalized system or coordination with other trial court funding units

If you are unsure about your type of indigent defense delivery system, more information can be found in MIDC's report entitled Delivery System Reform Models (2016), posted here: <https://michiganidc.gov/resources>. Questions can also be directed to your MIDC Regional Manager.

2. Is this a change in delivery model from the prior year? Please respond Yes or No. ☐ Yes ☒ No
3. If you are changing your indigent defense delivery system, please briefly describe the reason for change.

Standard 1 - Training and Education

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Standard 1

Training of Attorneys

4. Number of attorneys who accept adult criminal defense assignments as of October 1 15
5. Number of attorneys with less than 2 years of Michigan criminal defense experience as of October 1 2

In the Miscellaneous section, please include a list of names and P#s of all the attorneys who accept adult criminal defense case assignments in your system, including conflict counsel and counsel for youths charged as adults and qualification level for assignments.

6. What is your plan for training attorneys with less than 2 years of Michigan criminal defense experience?

The Wexford Missaukee Public Defender's Office maintains a structured training program to ensure all attorneys meet MIDC requirements while developing trial competency and providing high-quality representation.

Attorneys with fewer than two years of Michigan criminal defense experience, or those lacking sufficient jury trial experience, must complete the following within their first year:

- At least one multi-day trial skills course or trial college emphasizing client-centered advocacy
- At least one evidence-based training focused on the Michigan Rules of Evidence

The standard minimum 16 hours of skills training is required. Each qualifying attorney must also serve as second chair in a minimum of three (3) jury trials under the supervision of an experienced attorney, with structured mentoring before, during, and after trial.

7. Please describe your system's training plan, including how compliance will be tracked for reporting requirements:

Training opportunities are distributed throughout the year, and participation is treated as an ongoing professional responsibility.

All attorneys are required to complete a minimum of 20 hours of continuing legal education (CLE) annually.

- Attorneys submit CLE certificates to the Office Manager and upload them to CE Broker
- The Office Manager reviews compliance on a monthly basis
- For conflict attorneys, training documentation is submitted to the Conflict Administrator, who provides quarterly compliance reports.
- Training participation is also incorporated into annual performance evaluations.

Will you require your attorneys to submit attendance directly through the MIDC's continuing legal education database provider, CE Broker? ☒ Yes ☐ No

If no, please describe how attendance will be tracked and reported to the MIDC:

8. If an attorney does not complete the required training, how will the system address the noncompliance?

Noncompliance

If an attorney does not complete the required annual CLE for the applicable reporting year, new

case assignments will be discontinued until the attorney has completed all required MIDC training hours for that year.

For staff attorneys, the Chief Public Defender will suspend new assignments until compliance is verified. For conflict/roster attorneys, the Conflict Administrator will remove the attorney from eligibility for new assignments until compliance is verified.

Assignments will not resume until the attorney has completed all required annual hours and provided documentation of compliance.

Standard 2 - Initial Interview

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Standard 2

Initial Client Interviews

9. The MIDC Standards require the selection and assignments of attorneys to be done independently from the judiciary. How and when are defense attorneys notified of new assignments?

Assignment & Notification (Independence from Judiciary)

1. **Court Referral (Information Only):** Court transmits case information via email/CMS interface on the same day as arraignment. This is strictly informational.
 2. **Independent Intake:** Office Manager logs case into CMS. No judicial involvement occurs.
 3. **Assignment Authority:**
 - Staff cases Chief Public Defender
 - Conflict cases Conflict Administrator
 4. **Timing:** Same business day (goal 95%; 100% within 1 business day)
 5. **Notification:** Automated CMS + email
 6. **Content Includes:** Client, charges, custody status, court date, Standard 2 requirements
 7. **Acknowledgment:** Required within 1 business day
 8. **Audit:** Daily (Office Manager), Monthly (Chief), Monthly roster audit
 9. **Independence Safeguards:** Fully documented, time-stamped, no court influence
 10. **Performance Standard:** 95% same-day notification; 100% independent assignments
10. How are you verifying that in-custody attorney client interviews occur within three business days?

In-Custody Interviews (3-Business-Day Rule)

1. The CMS flags all in-custody appointments at the time of assignment and creates a Standard 2 compliance task.
 2. The assigned attorney must complete the initial interview within 3 business days of appointment.
 3. Staff attorneys document the date, time, and location of the interview in CMS.
 4. Conflict attorneys are required to document the interview date in CMS and on their billing submission.
 5. The Office Manager reviews daily custody reports and weekly incarceration reports to monitor compliance.
 6. For conflict attorneys, the Conflict Administrator prepares a quarterly report comparing the appointment date to the interview date and cross-checks monthly billing records to verify compliance with the 3-business-day requirement.
 7. The Chief Public Defender reviews compliance monthly and addresses any deficiency within 5 business days.
11. How are you verifying attorneys' introductory communications with out-of-custody clients?

Out-of-Custody Contact

1. Attorneys are expected to contact a client by phone and send written communication same day or within one business day of being appointed.
2. Meeting scheduled prior to next court date at confidential locations (courts + satellite office)
3. Staff attorneys document the date and time written communication sent and phone call

made in CMS.

4. Conflict attorneys are required to document the date of phone call and written communication in CMS and on their billing submission.
12. How are you compensating attorneys for conducting initial interviews? Please include whether you intend to compensate attorneys differently for in-custody and out-of-custody interviews.

Compensation for Initial Interviews

- Staff attorneys are compensated through salary
- Conflict attorneys are compensated hourly:
 - \$140 (misdemeanor)
 - \$155 (low-severity felony)
 - \$170 (high-severity felony and life-offenses)

Travel time (if applicable): \$80/hour + mileage reimbursement

Compensation is consistent for both in-custody and out-of-custody interviews.

Confidential Meeting Spaces

- | | | |
|-----|--|----|
| 13. | How many confidential meeting spaces are in the jail? | 4 |
| 14. | What is the TOTAL amount of confidential meeting spaces in the courthouse? | 13 |
| 15. | How many confidential meeting spaces in the courthouse are for in-custody clients? | 5 |

Please describe these spaces.

Wexford County Jail currently offers three confidential rooms, while Missaukee County provides one, with each room separated by a plexiglass divider to ensure privacy. Necessary document exchanges can be facilitated through jail staff. Furthermore, both facilities are equipped with ZOOM capabilities, enabling secure and confidential video conferences with attorneys. Our office has established a toll-free line through Securus, ensuring that clients have full access to our staff and attorneys, irrespective of their housing in other county jails. These phone lines are designed to be private, secure, and not recorded.

Wexford and Missaukee Counties maintain 5 courthouse meeting spaces for in-custody clients.

- **Wexford District Court:** 2 private meeting rooms located on the first floor adjacent to the district courtroom holding area.
- **Wexford Circuit Court:** 2 private meeting rooms located on the second floor near the Circuit Clerk's Office and prisoner transport entrance.
- **Missaukee County Courthouse:** 1 private meeting room located adjacent to the courtroom and used for attorney-client consultation with in-custody individuals.

These spaces are used to permit confidential attorney-client communication before and during court proceedings.

- | | | |
|-----|--|----|
| 16. | How many confidential meeting spaces in the courthouse are for out-of-custody clients? | 13 |
|-----|--|----|

Please describe these spaces.

Wexford and Missaukee Counties maintain 13 courthouse meeting spaces for out-of-custody clients.

- **Wexford District Court:** 7 private meeting rooms located on the first-floor east hallway near the district courtroom.
- **Wexford Circuit Court:** 3 private meeting rooms located on the second floor near the

Clerk's Office; these rooms may also be used for in-custody consultations when needed.

- **Missaukee County Courthouse:** 3 meeting rooms located within the courthouse for District and Circuit Court use.
- **Satellite Office (Lake City):** private consultation space adjacent to the courthouse used when courthouse rooms are unavailable or when additional confidentiality is needed.

The dedicated Zoom room located on the second floor in the Wexford County courthouse complex is used for confidential attorney-client meetings before, during, and after remote proceedings.

17. Any changes from the prior year's compliance plan for your confidential meeting spaces? Please respond Yes or No. ☒ Yes ☐ No

If Yes, please describe the proposed changes.

Since the prior year, the system has added in Wexford County a dedicated Zoom room to support confidential attorney-client communication during remote proceedings and overflow use when in-person meeting rooms are unavailable. This addition improves access to counsel for out-of-custody clients and conflict attorneys appearing remotely.

Standard 3 - Investigation and Experts

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Standard 3

Experts and Investigators

18. The MIDC Standards require approval of expert and investigative assistance to be independent from the judiciary. Describe the process of how attorneys request expert witness assistance for their indigent clients:

Request and Approval Process for Experts

Attorney identifies need

Standardized CMS request submitted

Logged within 1 business day

Reviewed by Chief or Conflict Administrator

Decision issued within 3 business days

Approval Process:

Includes scope and not-to-exceed limit

Documented in CMS

Engagement tracked

Denial Process:

Written explanation issued

Appeal available

19. Any change from the prior year's process to request expert witness assistance? ☐ Yes ☒ No
Please respond Yes or No.

If yes, please explain the change:

20. Describe the process of how attorneys request investigative assistance:

Process for Requesting Investigative Assistance

In accordance with office policies and procedures, any attorney seeking investigative services must submit a **formal written request** to the **Chief Public Defender or the Conflict Administrator**. This request outlines the need for investigative assistance, scope of work, and case-specific justification. All requests are **documented and tracked within the office's case management system (CMS)**, ensuring accountability, consistency, and audit readiness.

Administrative staff log and acknowledge requests **within one business day**, and each request undergoes an **internal review process** to evaluate necessity and scope. Decisions are issued **within three business days**, with a performance goal of maintaining an **average response time of two business days or less**.

Upon approval, **staff attorneys utilize the office's designated staff investigator**, while **conflict attorneys are authorized and encouraged to retain independent contract investigators** to ensure independence and avoid conflicts. All approved requests include defined scope and are tracked through completion within the CMS.

In addition to responding to requests, the office's **staff investigator provides proactive case support** by reviewing newly received police reports to identify potential errors, omissions, or investigative leads. Findings are promptly communicated to the assigned attorney, supporting early case development and informed defense strategy.

An internal performance matrix is used to support standard compliance.

Appeal Process

If a request for investigative assistance is denied, the attorney may seek review through a structured appeal process. The initial appeal is directed to the **Chief Public Defender or Conflict Administrator**. If the matter remains unresolved, the request may be escalated for review by **outside counsel through an agreement with a neighboring jurisdiction**, ensuring independence in the review process.

In cases where the denial raises a potential **constitutional issue**, the attorney may seek judicial review by filing an **oral or written motion before the assigned judge**.

21. Any change from the prior year's process to request investigative assistance? ☐ Yes ☒ No
Please respond Yes or No.

If yes, please explain the change:

22. How are attorney requests (whether approved or denied) for experts and investigators tracked by the system?
Please include approved and denied requests.

Tracking of Attorney Requests for Experts and Investigators

The Wexford Missaukee Public Defender's Office utilizes a centralized and auditable system to track all attorney requests for experts and investigators, including both approved and denied requests.

All requests are submitted through or documented within the office's **case management system (CMS)** using a standardized request form. Upon submission, each request is **logged and assigned a unique record**, capturing key data points including submission date, requesting attorney, case identifier, scope, and estimated cost. The CMS tracks the full lifecycle of each request, including review, decision, approval or denial, and any appeal activity.

For **approved requests**, the CMS records the authorized scope and not-to-exceed funding amount, and links all related activity—including invoices and billing—to the original request for full audit traceability. For **denied requests**, the system maintains the written justification and any subsequent appeal documentation, ensuring transparency and consistency in decision-making.

Administrative staff ensure all requests are logged and acknowledged **within one business day**, and the system allows for real-time monitoring and reporting. Additional oversight is provided through periodic administrative review and reconciliation with billing records.

The office maintains an internal performance matrix to monitor compliance with this standard, including timeliness, documentation, and oversight benchmarks.

Standard 4 - Counsel at First Appearance

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Standard 4

Counsel at First Appearance and Other Critical Stages

23. The MIDC Standards require the selection and assignments of attorneys to be done independently from the judiciary. How are you providing counsel at first appearance and all arraignments? Please provide detail for circuit and district court coverage.

Assignment of Counsel & Arraignment Coverage

The Wexford Missaukee Public Defender's Office ensures that the **selection and assignment of counsel is conducted independently from the judiciary**, consistent with MIDC requirements. All assignments are managed internally through standardized policies, staffing schedules, and case assignment protocols that are free from judicial influence. This structure preserves the independence of the defense function and ensures ethical compliance across all stages of representation.

The office provides **comprehensive, data-driven coverage for all first appearances and arraignments in both District and Circuit Courts** through a coordinated staffing model consisting of **five (5) full-time attorneys**, supported by a **dedicated social worker and investigator**, as well as **conflict and overflow attorneys**. This model ensures **100% coverage of all arraignment dockets**, aligns with the office's Standard 2 procedures for **timely client contact**, and supports Standard 4 requirements for **confidential consultation prior to hearings**.

In **District Court**, at least one attorney is assigned to each daily arraignment docket, with additional coverage deployed during high-volume periods. Attorneys meet with **100% of clients prior to arraignment**, utilizing confidential meeting spaces and CMS tracking systems already described in the office's Standard 2 and Standard 4 compliance sections.

In **Circuit Court**, one attorney is assigned to all felony arraignments and first appearances, with additional attorneys available to address conflicts or increased caseload demands. Assignments are made in advance, ensuring **continuity of representation** and integration with ongoing case management, investigative support, and client communication protocols.

The office's **case management system (CMS)** supports this structure by enabling **immediate assignment, real-time tracking of appearances, and coordination with client contact requirements**. This ensures that arraignment representation is not a standalone function, but part of a **fully integrated system of representation** that includes initial contact, investigation, and ongoing advocacy.

The inclusion of a **social worker and investigator** further aligns with the office's broader compliance framework by supporting early-stage mitigation, verification of client information, and bond advocacy—directly reinforcing the outcomes described in Standard 2 and investigative resource sections of this application.

The office also utilizes **conflict and overflow attorneys** to maintain uninterrupted coverage. However, due to the **rural nature of the jurisdiction and limited attorney pool**, recruitment and retention of these attorneys has become increasingly challenging. Despite this, the office has implemented internal coordination systems to limit **disruption in coverage**, maintaining compliance with MIDC requirements. This identified challenge directly informs the office's funding request and sustainability planning

WHO / HOW / WHEN

1. Daily custody lists received from court and jail
2. Assigned attorney identified via CMS
3. Attorney meets client prior to arraignment
4. Discussion includes charges, rights, bond factors, and personal background
5. Information used for advocacy at arraignment
6. Contact documented in CMS

Oversight:

- Daily verification of coverage
- Monthly compliance review by Chief Public Defender

24. How are you providing counsel at all other critical stages? Please provide details:

Upon referral and appointment to a case, the assigned attorney is responsible for providing **continuous representation at all subsequent court proceedings**, ensuring consistency and continuity of counsel throughout the life of the case. Attorneys attend all scheduled hearings and maintain responsibility for the case through disposition, consistent with MIDC Standards.

To support effective preparation and coverage, all future court dates are **verified on a weekly basis** and systematically tracked within the office's case management system. This system includes **automated notifications and text alerts**, ensuring that attorneys and relevant staff remain informed of all upcoming proceedings. This structured tracking process contributes to the goal of **100% attorney coverage of scheduled hearings** and **0% missed court appearances**.

The office also receives and reviews a **daily jail roster and court schedule**, which are verified by staff to confirm that all proceedings have been properly identified and assigned. This proactive process ensures **same-day awareness of all scheduled hearings** and supports **timely attorney preparation in 100% of cases**.

In instances involving **felony probation violation arraignments**, which may occur on short notice or without prior scheduling, the office works in coordination with the court to ensure representation. If an attorney has not yet met with the individual prior to arraignment, the matter is adjourned and the office is notified. An attorney is then promptly assigned to meet with the client and appear at the rescheduled hearing, ensuring **0% of eligible clients proceed at this stage without counsel**.

Through these coordinated procedures—including internal case assignment, weekly schedule verification, daily docket review, and the use of automated tracking systems—the office goal is to consistently achieves:

- **100% continuity of counsel from appointment through case resolution**
- **100% attorney coverage at all critical stages of proceedings**
- **0% missed hearings or unrepresented eligible defendants**
- **Immediate or same-day response to newly scheduled or unscheduled proceedings**

These practices ensure **continuous, timely, and effective representation at all critical stages**, demonstrating full compliance with MIDC Standards and a commitment to high-quality indigent defense services.

25. How are you compensating attorneys for Standard 4? Please provide detail for compensating counsel at first appearance and compensating counsel at all other critical stages, including detail about tracking hours if using flat fee/shift coverage payment methods.

Compensation of Attorneys for Standard 4 Compliance

The Wexford Missaukee Public Defender's Office compensates attorneys in a manner designed to

support compliance with MIDC Standards, including Standard 4 requirements related to independence, continuity of representation, and counsel at first appearance and all other critical stages. Compensation practices are structured to ensure that attorneys are paid fairly for the time necessary to provide timely, effective, and constitutionally adequate representation.

Staff attorneys are compensated through a structured salary model. This salary covers representation at **first appearance, arraignment, and all subsequent critical stages of the case**, including pretrial hearings, motion practice, plea proceedings, probation violation hearings, sentencing, and other required appearances. Salaried compensation supports continuity of representation and allows attorneys to provide comprehensive services without incentive to limit time spent on client communication, preparation, or advocacy.

Conflict and roster attorneys are compensated on an **hourly basis**, rather than through a flat-fee-only structure, which ensures that payment is tied to actual work performed at first appearance and throughout the life of the case. Current hourly compensation rates are:

- **\$140 per hour for misdemeanors**
- **\$155 per hour for low-severity felonies**
- **\$170 per hour for high-severity felonies and life-offenses**

These hourly rates apply to representation at **first appearance and arraignment**, as well as at **all other critical stages**, including client meetings, bond advocacy, preliminary examinations, motion hearings, plea negotiations, sentencing, and probation violation proceedings.

Because the office does **not rely exclusively on flat-fee compensation for conflict/roster counsel**, attorney time is directly tied to case activity and documented through billing submissions and case records. Attorneys are required to submit **detailed time entries** identifying the date of service, type of proceeding or task performed, time spent, and case number. These records are reviewed for consistency with court schedules, case events, and CMS documentation to ensure accountability and compliance.

For any coverage arrangements that involve **shift-based or docket-based assignment**, the office still requires documentation of attorney activity and time spent providing representation during that shift, including first appearances and related client consultations. This ensures that compensation remains transparent and that the office can verify the actual provision of counsel at each critical stage.

The office regularly reviews compensation levels to ensure that they remain competitive, transparent, and consistent with MIDC Standards. Maintaining fair and market-responsive compensation is essential to recruiting and retaining qualified attorneys, particularly in a rural jurisdiction where staffing and conflict counsel recruitment can be challenging. This compensation structure promotes fairness, accountability, and high-quality representation for all clients.

The office maintains an internal performance matrix to monitor compliance with this standard, including timeliness, documentation, and oversight benchmarks.

26. Do you have a prison in your County? ☐ Yes ☒ No

If Yes, how is counsel provided to people charged with crimes while incarcerated in the prison?

Do you seek reimbursement for the cost of counsel from the Michigan Department of Corrections? ☐ Yes ☒ No

27. Are there or will there be any misdemeanor cases where your court accepts pleas without the defendant appearing before a magistrate or a judge? For example, pleas by mail, over the counter pleas, pleas online, etc. Please answer Yes or No. ☒ Yes ☐ No

28. Describe how counsel is offered to a defendant making a plea who does not appear before a magistrate or judge:

In limited circumstances, the court will accept misdemeanor pleas submitted by mail or presented in person at the district court counter **only when incarceration or probation is not a potential outcome.**

To ensure that defendants are fully informed of their rights, the court provides an informational sheet prepared by the Public Defender's Office. This document includes clear instructions on how to contact the office for consultation with an attorney and outlines the individual's **right to legal representation.**

The office encourages all individuals to seek legal advice prior to entering a plea to ensure that any decision is made knowingly, voluntarily, and with full understanding of their rights and available options.

29. Any change from the prior year's attorney compensation for Standard 4? Please ☒ Yes ☐ No
respond Yes or No.

If yes, please describe in the cost analysis.

Standard 5 - Attorney Assignment

FOR OFFICE USE ONLY:

Version # _____

APP # 220654

Standard 5

The MIDC Standards require independence from the court including the selection and assignment of attorneys, attorney compensation and approval of requests for expert and investigative assistance.

30. How are attorneys selected to provide adult indigent criminal defense services in your indigent defense system? Please describe any eligibility requirements needed by the attorneys as well as the hiring process:

Selection and Hiring of Attorneys

The Wexford Missaukee Public Defender's Office uses separate but related processes for (1) hiring staff public defenders and (2) approving roster/conflict attorneys. In both cases, selection is made independently of the judiciary and is based on qualifications, training, experience, and the needs of the system.

Staff Public Defender Office Attorneys:

1. Vacancies are advertised through county posting procedures, legal networks, and other professional recruiting channels.
2. Applicants submit a resume, writing sample, and relevant experience information.
3. Qualified applicants are interviewed by an internal hiring panel, which may include the Chief Public Defender, staff attorney, and designated supervisory staff.
4. Selection is based on criminal defense experience, trial experience, commitment to indigent defense, writing ability, and ability to meet MIDC qualification standards.
5. New hires are assigned duties consistent with their experience level and are monitored through structured, on boarding policy, evaluation and mentorship.

Once selected for participation, case assignments are made based on qualification level, current caseload, geography, and case type.

Roster / Conflict Attorneys:

Attorneys seeking roster eligibility submit credentials, bar information, trial history, CLE documentation, and qualification materials. The Conflict Administrator reviews the submission for compliance with MIDC Standard 7 and verifies the attorney's qualification level. The Chief Public Defender may review roster recommendations as needed. Attorneys are approved only for case types matching their verified qualification level and current capacity. All roster attorneys are notified in writing of their qualification level and assignment eligibility.

The office maintains an internal performance matrix to monitor compliance with this standard, including timeliness, documentation, and oversight benchmarks.

31. Will the selection process be facilitated by a committee of stakeholders? ☐ Yes ☒ No

If so, please list the titles of participating officials, agencies, or departments as appropriate (county administrator, board, etc.).

32. Who will approve an attorney's eligibility to receive assigned cases? Chief Public Defender and the Conflict Administrator

33. Who will assign work to the attorneys in the indigent defense system? Please include the person's name, title, employer and/or supervisor.

Person's Name: Robert Champion / Patrick Cherry

Title: Chief Public Defender / Conflict Administrator

Employer and/or Supervisor: Wexford County

34. Who will review and approve attorney billing? Conflict Administrator
35. Who will approve requests for expert and investigative assistance? Chief Public Defender/Conflict Administrator
36. Who will review and approve expert and investigative billing? Chief Public Defender/Conflict Administrator
37. What is your appeal process to resolve any potential conflicts between the assigned attorney and the person(s) assigning casework?

The Wexford Missaukee Public Defender's Office maintains a uniform appeal process for both staff public defender attorneys and roster/conflict (MAC) attorneys regarding case assignment decisions.

An attorney may submit a written appeal (via email or case management system) within **3 business days** of the assignment decision.

- **Staff public defender attorneys:** Appeals are reviewed initially by the **Chief Public Defender**.
- **Roster / conflict (MAC) attorneys:** Appeals are reviewed initially by the **Conflict Administrator (MAC)**.

The reviewer may request additional information as needed and will issue a written determination within **3 business days**.

If the matter is not resolved, the appeal proceeds to a secondary review to ensure consistency with MIDC Standards and system-wide policies:

- Roster/MAC attorney appeals are escalated to the **Chief Public Defender**.
- Staff public defender appeals may be reviewed by **Conflict Administrator(MAC)** for consistency.

A final written determination will be issued within **3 business days** of the secondary review.

If the issue remains unresolved, the attorney may request a final appeal to **outside counsel through agreement with a neighboring jurisdiction**, with final resolution targeted within **7 business days of the original appeal**.

All appeals are documented in the case management system and retained for audit and MIDC compliance purposes.

38. What is your appeal process to resolve any potential conflicts between the assigned attorney and the person(s) or reviewing/approving billing?

If an attorney disputes a billing determination, the appeal must be submitted in writing to the MAC Administrator within 3 business days of the disputed billing decision. The MAC Administrator will review the issue and respond within 3 business days. If the dispute is not resolved, or if it involves interpretation of MIDC requirements, it will be escalated to the Chief Public Defender for review within the next 3 business days. If still unresolved, a final appeal may be made to outside counsel through an inter-county agreement. Final resolution is

targeted within 7 business days of the initial appeal.

39. What is your appeal process to resolve denied or partially denied requests for expert or investigative assistance?

The Wexford Missaukee Public Defender's Office provides a uniform appeal process for decisions involving the denial or limitation of expert or investigator (E/I) requests.

An attorney may submit a written appeal within **3 business days** of the denial or limitation decision.

- **Staff public defender attorneys:** Appeals are reviewed initially by the **Chief Public Defender**.
- **Roster / conflict (MAC) attorneys:** Appeals are reviewed initially by the **Conflict Administrator (MAC)**.

The reviewer may request additional information and will issue a written determination within **3 business days**.

If the matter is not resolved, the appeal proceeds to secondary review:

- Roster/MAC appeals are escalated to the **Chief Public Defender**.
- Staff public defender appeals may be reviewed **Conflict Administrator (MAC)** for consistency.

A written determination will be issued within **3 business days** of the secondary review.

If the issue remains unresolved, the attorney may request a final appeal to **outside counsel through agreement with a neighboring jurisdiction**, with final resolution targeted within **7 business days of the original appeal**.

All E/I requests and appeals are documented in the case management system and retained for audit and MIDC compliance purposes.

Standard 6 - Indigent Defense Workloads

FOR OFFICE USE ONLY:

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APP # 220654

Standard 6

Indigent Defense Workloads

40. Public defender offices, assigned counsel, and contract attorneys should not exceed the caseload levels adopted in MIDC Standard 6. Are there sufficient attorneys in your funding unit to meet the caseload standard? Please answer Yes or No ☐ Yes ☒ No
41. Please briefly describe your plan for monitoring and auditing caseloads, noting any changes from the prior year. Please include plans for the roster attorneys and the public defender office attorneys (for systems with defender offices).

The office monitors caseloads through CMS as the primary system of record, with Excel used only as a secondary audit tool. Caseloads for staff attorneys and roster/conflict attorneys are reviewed daily through CMS reporting and weekly through supervisory review. In addition, monthly MIDC SharePoint reporting is used to verify local caseload calculations and external workload disclosures. When an attorney approaches workload limits, the office stops making new assignments to that attorney and routes future assignments to attorneys with available capacity. The system does not rely on administrative reassignment of active cases except where ethically appropriate and legally authorized.

The office maintains an internal performance matrix to monitor compliance with this standard, including timeliness, documentation, and oversight benchmarks.

42. How many attorneys in your system maintain a private/retained or a partial trial-level criminal caseload? (For example, an attorney working on civil matters, youth defense, family legal matters, appellate cases, etc.)
- ☐ None
- ☐ 1 - 9
- ☒ 10 - 49
- ☐ 50+
43. Who will be responsible for monitoring and auditing caseload calculations? Conflict manager and
Chief Public Defender
44. How will caseloads be locally monitored throughout the year? How will attorneys be notified when they have reached their caseload cap?

A **comprehensive internal case assignment report** is generated daily from the office's case management system (CMS), capturing all new appointments, active cases, and attorney workloads. This report is supplemented by a **standardized caseload tracking spreadsheet**, which is updated daily and serves as a secondary verification and audit tool. Together, these systems provide real-time visibility into attorney caseloads across both staff and roster/conflict attorneys.

Supervisory staff, including the **Chief Public Defender and Conflict Administrator**, conduct **weekly reviews of case assignments and caseloads**, which is particularly critical due to the office's **cluster scheduling model**. Because court proceedings are grouped by jurisdiction and day, these weekly reviews ensure that attorney assignments are aligned with upcoming court schedules, workloads remain balanced, and sufficient coverage is maintained for each docket. Assignments are adjusted proactively to account for fluctuations in scheduling, case volume, and attorney availability.

To prevent excessive caseloads, the office has implemented a **notification system** for attorneys approaching their assigned caseload cap. When an attorney nears their limit, they receive **timely written and email notification**, allowing for immediate coordination with supervisory staff. Once an attorney reaches their caseload cap, that attorney will not receive any new case assignments until their workload falls below the applicable cap.

All assignments, adjustments, and notifications are **documented within the CMS and tracking spreadsheet**, ensuring full transparency, accountability, and audit readiness.

45. What is your process to gather information about an attorney's caseload or assignments from other funding units?

All roster and conflict attorneys are required to self-report caseloads from other funding units before accepting new assignments and to update that information whenever it changes. The Conflict Administrator reviews those disclosures in conjunction with internal CMS data and monthly MIDC SharePoint reporting to verify total workload. These external workload figures are incorporated into weekly assignment review before any new conflict assignment is made. Failure to provide accurate outside caseload information may result in suspension from eligibility for new assignments until the information is provided and verified.

An internal performance matrix is used to support standard compliance.

46. What action will be taken when the caseload cap is reached?

When an attorney reaches the applicable caseload cap, that attorney will immediately stop receiving new assignments. No additional cases will be assigned until the attorney's workload falls below the cap. The office monitors this daily through CMS and weekly through supervisory review. As attorneys approach the cap, advance written and email notice is provided so that future assignments can be directed elsewhere before the cap is reached.

Standard 7 - Qualification of Counsel

FOR OFFICE USE ONLY:

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APP # 220654

Standard 7

Qualification of Counsel

47. Eligibility for particular case assignments must be based on counsel's ability, training and experience. Are there sufficient attorneys in your funding unit to meet the qualification standard? Please answer Yes or No ☐ Yes ☒ No
48. Briefly describe your process for identifying counsel's qualifications, including who will be responsible for assessing counsel's qualifications and noting any changes from last year.

Process for Identifying and Assessing Counsel Qualifications

The Wexford Missaukee Public Defender's Office utilizes a **structured and documented process** to identify, assess, and monitor attorney qualifications in accordance with **MIDC Standard 7**.

All **contract and roster attorneys** are required to submit **verifiable documentation** demonstrating that they meet the applicable qualification requirements for the types of cases they are assigned. This documentation is reviewed and maintained within the office's system to ensure ongoing compliance.

As part of an enhanced process implemented in **March 2025**, the **Conflict Administrator** is responsible for the **assignment, review, and ongoing monitoring of contract attorney qualifications and caseloads**. This includes verifying eligibility for case types, tracking experience and training, and ensuring alignment with MIDC Standards. The Conflict Administrator provides **quarterly reports to the Chief Public Defender**, summarizing attorney qualifications, assignments, and compliance status.

Staff attorneys are held to the same qualification and caseload standards. However, their **assignment, evaluation, and weekly monitoring** are conducted directly by the **Chief Public Defender**, ensuring consistent oversight and accountability within the office.

Caseloads for all attorneys—both staff and contract—are managed in accordance with **MIDC Standards 6 and 7**, with qualification assessments integrated into the broader system of case assignment and workload monitoring.

Changes from the prior year include the formal designation of the **Conflict Administrator as the primary reviewer of contract attorney qualifications**, the implementation of **quarterly reporting to the Chief Public Defender**, and enhanced tracking of qualifications alongside caseload data. These improvements have strengthened oversight, increased consistency in assignments, and ensured that all attorneys are appropriately qualified for the cases they handle.

Summary of Process:

1. Submission by attorney of credentials
2. Review by Chief/Conflict Administrator
3. Evaluation using MIDC Standard 7 guidelines
4. Written determination
5. Qualification stored in CMS

All qualification and review records are retained in CMS and personnel files. All metrics tracked via CMS, CE Broker, and quarterly reporting systems.

The office maintains an internal performance matrix to monitor compliance with this standard, including timeliness, documentation, and oversight benchmarks.

49. How will attorneys be notified of their qualification level? In writing with explanation

50. What will be your appeal process if a private/roster attorney disagrees with their qualification level?

If an attorney disputes their qualification level, the appeal is first submitted for review by a **supervising authority**, either the **Conflict Administrator or the Chief Public Defender**, depending on the nature of the assignment. This initial review includes an evaluation of the attorney's documented experience, training, prior case performance, and compliance with MIDC qualification requirements. Additional documentation or clarification may be requested from the attorney to support reconsideration.

If the issue is not resolved at this stage, the attorney may pursue a final appeal to **independent outside counsel**, pursuant to agreements with neighboring jurisdictions. This step ensures an **objective and external review process**, safeguarding against bias and reinforcing the integrity of the qualification system.

All appeals and outcomes are **documented within the office's tracking systems**, ensuring accountability and audit readiness. This multi-level process ensures that qualification determinations are made fairly, consistently, and in a manner that supports effective representation and compliance with MIDC Standards.

Any appeal of a qualification determination must be submitted in writing within 3 business days of notice, reviewed initially within 3 business days, and resolved through all levels of appeal within a target of 7 business days.

Review of Counsel

51. Please briefly describe your current process for reviewing counsel, including participants in the review process, noting any changes from the prior year.

For newly hired attorneys, formal evaluations are conducted at 3, 6, and 12-month intervals. These evaluations assess legal competency, case management, courtroom performance, and adherence to professional standards. The review process incorporates multi-source feedback, including input from judges, prosecutors, and clients, providing a comprehensive assessment of attorney performance.

After the first year, attorneys are subject to annual formal evaluations, supplemented by ongoing informal reviews throughout the year. These informal evaluations allow supervisory staff to address performance issues in real time and support continuous improvement.

The Chief Public Defender is primarily responsible for reviewing and evaluating staff attorneys, including oversight of assignments, performance, and professional development. The Conflict Administrator plays a complementary role by monitoring roster and contract attorneys, including reviewing qualifications, assignments, and overall performance trends.

To further support attorney development, the office utilizes a team-based mentorship model, pairing less experienced attorneys with seasoned practitioners on cases. This approach promotes skill development, enhances trial readiness, and ensures that newer attorneys receive guidance while handling increasingly complex matters.

Changes from the prior year include more structured integration of the Conflict Administrator into the review process, increased use of ongoing informal evaluations, and enhanced alignment between performance review, caseload monitoring, and qualification tracking systems. These improvements have strengthened oversight, increased consistency, and supported higher-quality representation.

The office maintains an internal performance matrix to monitor compliance with this standard, including timeliness, documentation, and oversight benchmarks.

- | | | |
|-----|--|--|
| 52. | Who will be responsible for reviewing counsel? | Chief Public Defender and Contract Administrator |
| 53. | How often will the reviews occur? | at least annually |

Determining Indigency, Contribution, Reimbursement

FOR OFFICE USE ONLY:

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Determining Indigency, Contribution, Reimbursement

54. Will judges and/or court staff conduct all indigency screening in every proceeding? ☐ Yes ☒ No
 Please answer Yes or No

If no, who will screen for indigency? a member of Public Defender's Office

Is this screener the Appointing Authority? ☐ Yes ☒ No

If the screener is not the Appointing Authority, does the Appointing Authority oversee the screening process? ☒ Yes ☐ No

Briefly describe your process for screening for indigency.

Process for Screening for Indigency

The Wexford Missaukee Public Defender's Office utilizes a **structured and timely process** to screen individuals for indigency, ensuring compliance with MIDC requirements and promoting access to counsel at the earliest stage of proceedings.

Jail and walk-in arraignments are staffed by an **attorney**, supported by a **client navigator or investigator**. This team is responsible for conducting **arraignment interviews and indigency screenings** prior to court proceedings. During this process, attorneys gather financial and personal information necessary to determine eligibility for appointed counsel.

All **appointment and screening documents** are completed and submitted to the court, ensuring that indigency determinations and requests for counsel are properly documented and included in the official court file alongside the rights form.

For **remote or advance arraignments**, assigned attorneys review available information prior to the hearing and make **informed indigency determinations**, ensuring that all required documentation is promptly provided to the court.

Authority to review and determine eligibility for appointed counsel is delegated to **staff attorneys and the Office Administrator**, allowing for timely decision-making. The office follows a guiding principle that indigency determinations are to be **liberally construed in favor of appointing counsel**, consistent with MIDC guidance.

If an unrepresented individual requests counsel on the day of their court appearance, they are provided with the appropriate form. The matter may be **adjourned if necessary** to allow for proper review. When possible, an available staff attorney will complete the screening immediately; otherwise, the request is forwarded to office staff for prompt processing and assignment.

The office applies the following indigency standards:

- An individual is considered **indigent** if they are unable to obtain competent legal representation without **substantial financial hardship** to themselves or their dependents.
- An individual is considered **partially indigent** if they are unable to afford full representation but can contribute a portion of the cost.

Through this process—combining **on-site screening, delegated authority, prompt documentation, and a liberal appointment standard**—the office ensures that eligible individuals receive timely access to counsel and that no person is denied representation due to financial barriers.

The office maintains an internal performance matrix to monitor compliance with this standard, including timeliness, documentation, and oversight benchmarks.

What is the process for appealing a determination that a person does not qualify for appointed counsel?

If a request for appointed counsel is denied, the individual is informed of the appeal process and applicable timelines at the time of the determination. Notification is provided in writing (via court form, written notice, or other documented method) and includes instructions on how to submit an appeal and the applicable deadline.

An appeal should be submitted within **3 business days** of the determination to ensure timely review and continuity of representation. Appeals may be submitted in writing to the Public Defender's Office or designated reviewing authority.

Upon receipt, the appeal is reviewed by the **Chief Public Defender or designee**, who may request additional information as needed. A determination will be issued within **3 business days** of receipt of the appeal.

If an appeal is submitted after the 3-business-day window, it may still be considered at the discretion of the reviewing authority, particularly where good cause is shown or where necessary to ensure compliance with constitutional requirements and access to counsel.

If the matter is not resolved at the initial review level, a final appeal may be made to **outside counsel through agreement with a neighboring jurisdiction**, with final resolution targeted within **7 business days of the original appeal**.

The timeframe is intended to promote prompt resolution and avoid delays in representation; however, the process is administered in a manner that prioritizes fairness and access to counsel. In all cases, **any ambiguity or close determination will be resolved in favor of representation** to ensure that individuals are not improperly denied access to appointed counsel.

55. Are you designating an Appointing Authority to conduct indigency screening for purposes of MCR 6.005(B)? ☒ Yes ☐ No

Will you seek contribution from partially indigent defendants? ☐ Yes ☒ No

56. In cases where contribution is appropriate, who is going to make request with the court for contribution?

57. In cases where contribution is appropriate, what is your process for determining the amount that a person should contribute during the pendency of the case to their defense?

58. What is your process for obtaining contribution?

59. What is the process for challenging a request for contribution?

60. Do your courts/judges order reimbursement for attorney fees at the conclusion of a case? ☒ Yes ☐ No

Standard 8 - Attorney Compensation

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APP # 220654

Attorney Compensation

61. The MIDC Standards set minimum hourly rates for roster attorneys accepting assignments in adult criminal cases. Are ALL roster attorneys (not full time employees of a public defender office) paid on an hourly basis? ☒ Yes ☐ No

If yes [hourly rates are paid], is there any cap or maximum on the hours that can be billed? ☐ Yes ☒ No

If yes, please explain.

If no [hourly rates are not paid], please describe how attorneys are compensated (flat rate contract, event based, shift coverage, etc). **Please address the following:**

Are attorneys compensated based on caseloads and does the compensation account for increases or decreases in caseload size?

What other factors were considered in arriving at the payment?

Are attorneys able to seek extraordinary compensation?

How do attorneys seek reimbursement for case-related expenses?

How will your system demonstrate that the compensation is equivalent to the MIDC minimum hourly rates? (type of invoicing, etc).

62. All roster attorneys should be provided regular, periodic payments.

How often are attorney invoices processed and paid? Monthly

In lengthy cases, is periodic billing and payment during the course of representation allowed? ☒ Yes ☐ No

Miscellaneous

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Personnel

In the cost analysis, please provide detail about all personnel employed by the funding unit. This should include DIRECT SERVICE PROVIDERS (Public Defender Chief, Deputy Chief, Assistant Defenders, and staff of the defender office employed by the system) as well as ANCILLARY STAFF (court clerks, sheriff employees, etc.)

Ancillary Staff

63. In limited circumstances, the MIDC can fund some other system staffing needs if required to implement one of the MIDC standards. These requests are evaluated each year.

64. Do you have any ancillary staff? Please answer Yes or No. ☒ Yes ☐ No

If yes, what standard(s) or reporting needs do they meet?

The Wexford Missaukee Public Defender's Office utilizes ancillary staff, including the funding of one dedicated corrections officer position in coordination with the Wexford County Sheriff's Department, to support compliance with MIDC Standards 2 and 4.

This dedicated corrections officer plays a critical logistical role in ensuring timely access to in-custody clients and facilitating effective representation. While not part of the defense team, this position is specifically funded to support indigent defense operations by:

Verifying daily jail rosters and new arrests, ensuring prompt identification of individuals requiring representation
Coordinating the transportation and movement of in-custody clients for attorney meetings, court appearances, and meetings with defense experts
Assisting with scheduling and access to confidential meeting spaces within the jail
Monitoring in-custody status, including weekend holds and potential speedy trial concerns, and communicating time-sensitive issues to defense counsel

This position directly supports:

Standard 2 (Initial Client Contact) by ensuring attorneys have timely access to newly arrested individuals
Standard 4 (Confidential Attorney-Client Communication) by facilitating private and consistent access to clients and necessary defense resources

Performance Metrics

100% daily verification of jail roster and new arrests

Same-day or next-business-day access to in-custody clients (target =98%)

100% coordination of client movement for attorney and expert meetings

0% missed court appearances or delayed access due to transportation issues

Funding this dedicated position enhances coordination between the jail and defense counsel, reduces delays in client access, and ensures that in-custody individuals receive timely, meaningful, and constitutionally effective representation.

If yes, how are you tracking time for ancillary staff? Timesheets, jail visit and transportation logs and billings records.

65. For existing ancillary staff, are there any personnel positions/hours eliminated, reduced or increased from the prior year? Please answer Yes or No. ☐ Yes ☒ No

If yes, please explain in the cost analysis and attach documentation to support the request for any increase.

66. Are any new ancillary staff positions or hours requested from the prior year? Please answer Yes or No. ☐ Yes ☒ No

If yes, please explain in the cost analysis and attach documentation to support the new request.

Reimbursement Costs for Creating Plan

An indigent criminal defense system may submit to the MIDC an estimate of the cost of developing a plan and cost analysis for implementing the plan under MCL 780.993(2). Please attach documentation of planning time for FY24, if seeking reimbursement under this provision.

Are you requesting reimbursement of planning costs? ☐ Yes ☒ No

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

What is the amount you are seeking in reimbursement?

Costs Associated with Data Collection

The MIDC shall fund reasonable costs associated with data required to be collected under the MIDC Act that is over and above the local unit of government's data costs for other purposes pursuant to MCL 780.993 (10).

Are you requesting funding for costs associated with data collection? ☒ Yes ☐ No

If yes, please describe (cost for case management system, hiring personnel, etc.)

Clio case management software is used by both staff attorneys and conflict attorneys at a current annual cost of approximately \$32,700, based on a rate of \$109 per user per month. Clio provides essential tools for case tracking, calendaring, document management, and secure communication.

What is the amount you are seeking for this funding? \$ 37,200.00

Reminders

- You must also complete a cost analysis.
- In order to complete your application, you must update or confirm the list of the attorneys providing services with P numbers.
- If applicable, you must submit documentation supporting your request under MCL 780.993(2) for reimbursement for the cost of compliance planning.

List of the attorneys providing services

Attorneys Accepting Assignments

Name of Attorney	Bar Number	Title	Type of Office	Years Practicing Criminal Defense in Michigan
Burdette, William	49174		Private Attorneys	33.0
Champion, Robert	52726	Chief Public Defender	Public Defender	32.0
Cherry, Patrick	80130		Private Attorneys	11.0
Fiorvento, Taylor	83907	Asst Public Defender	Public Defender	7.0
Haertel, Robert	79611	Asst Public Defender	Public Defender	11.0
Harrison, Geoffrey	48903	Asst Chief Public Defender	Public Defender	33.0
Thomas, Isaac	88129		Private Attorneys	2.0
Green, Brent	83013		Private Attorneys	6.0
Mihas, Haralambos	66417		Private Attorneys	20.0
Neagos, Horia	73550		Private Attorneys	15.0
Pieknik, Michael	65710		Private Attorneys	11.0
Smith, Nicole	62475		Private Attorneys	24.0
Standard, Denise	82040		Private Attorneys	8.0
Stempky, Leah	69615		Private Attorneys	29.0
Shantz, Connor	89194	Asst Public Defender	Public Defender	0.6

Cost Analysis

Instructions for Completion of the Cost Analysis

Please complete all sections of the spreadsheet and narrative relevant to your request for grant funds. The cost analysis request is for the total adult criminal indigent defense system cost funded by the state grant, local share, and other funding sources. As noted in the narrative for each budget category, please highlight or make note of a new or changed budget request. Justification of expenses should include a clear statement as to how the position, contract, or item is a direct expense of the local indigent defense system. The request must include calculations for rates, hours and pricing of requested items. Please refer to the MIDC's GRANT MANUAL for guidance as to allowable costs. Click on 'Show Documents' to view the Grant Manual.

Does or will your system use a vendor/nonprofit model public defender office to provide indigent defense services? ☐ Yes ☒ No

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2027
 Agency: Wexford County
 Application: Compliance Plan and Cost Analysis Renewal - FY 2027

8/7/2026

FOR OFFICE USE ONLY: Version # _____ APP # 220654							
	Line Item	Qty	Rate	Units	UOM	Total	State Grant
DIRECT EXPENSES							
Program Expenses							
1	Personnel						
	Chief Public Defender Notes : Pay scale is equivalent to Michigan Attorney General Attorney Administrator with level 18. The Chief Public Defender is responsible for, counseling and discipline for the office. The position ensures that Wexford and Missaukee Counties meets all constitutional and legislative requirements as they pertain to the representation of indigent adult offenders and provides a high level of indigent defense services. Directs, develops and implements policies and procedures for the Public Defender Office. Ensures that the Public Defender Office conforms to the Michigan Rules of Professional Conduct. Directs and performs the department's administrative functions. Prepares the department's; implements the financial regulatory requirements of the Michigan Indigent Defense Commission (MIDC).	1.0000	68.100	2080.000	FTE	141,648.00	141,648.00
	Senior Public Defender Notes : State Grade Level 15C Chief Assistant Public Defender to assume some responsibility when Public Defender is not available. Handles	1.0000	50.510	2080.000	FTE	105,060.80	105,060.80

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all level of criminal cases. The Chief Assistant PD must meet the satisfaction of all Basic Requirements for an Assistant Public Defender; and has practiced criminal law for five full years (either as a prosecutor, public defender, or in private criminal defense practice); and has prior experience as lead counsel in no fewer than seven felony jury trials that have been submitted to a jury; or has a significant record of consistently high quality criminal trial court representation and the ability to handle a life offense case.						
Asst. Public Defender Notes : State Grade Level 15B This is an Assistant Public defender II, this position handles all levels of criminal cases. This Attorney meets the satisfaction of all Basic Requirements of an Assistant Public Defender and has practiced criminal law for two full years (either as a prosecutor, public defender, or in private criminal defense practice); and has been trial counsel alone or with other trial counsel and handled a significant portion of the trial in four criminal cases that have been submitted to a jury; or has a significant record of consistently high quality criminal trial court representation and the ability to handle a high-severity felony case.	3.0000	45.540	2080.000	FTE	284,169.60	284,169.60
Office Manager Notes : Office Manager- manages support staff and general office functions and procedures, obtains office supply orders, maintains attorney and court scheduling, billing review,	1.0000	31.510	1950.000	HRS	61,444.50	61,444.50

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handles all financial records and quarterly reporting, manages non-attorney functions, and serves as a liaison between agencies and other essential departments. Engages in community groups to stay informed of current programs and resources available to clients and staff members.						
Investigator Notes : • Investigates financial eligibility of applicants for Public Defender assistance • Locates and interviews witnesses. • Assembles physical and documentary evidence. • Inspects the scene of the alleged crime in order to locate, identify, assemble, preserve, evaluate, and record evidence. • Interviews clients who represented by the Office of the Public Defender for detailed information relative to requested investigation. • Acts as liaison with and secures cooperation of Federal, State, and local agencies and other sources of corroborative evidence and testimony. • Subpoenas witnesses and physical evidence. • Develops sources of information. • Assists the Public Defender's office in the preparation of cases for defense. • Appears in court to testify as witness	1.0000	33.420	1950.000	HRS	65,169.00	65,169.00

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Admin Assistant Notes : The Admin Assistant handles all incoming discovery for proper processing and filing, provides client's the necessary documents for review, and assists with preparation and filing of motions upon attorney request. Answering phones calls, opening case files, reviewing court schedules and client notification and appointment reminders.	1.0000	23.170	1950.000	HRS	45,181.50	45,181.50
Clerk Notes : The Clerk serves as the front desk receptionist, new file setup, data entry and client appointment scheduling and contact. Picking up, delivering and sorting mail to court,	1.0000	20.610	1950.000	HRS	40,189.50	40,189.50
Corrections Staff Notes : Correction Officer in Wexford County Jail who assists with arraignments, escorting in-custody clients to and from appointments and court proceedings. The CO assists with compliance of Standard 2 and 4. This position is 40 hours per week. Assuring attorneys have 24-hour access to client's that are in custody. The increase in wages for the corrections officer is necessary to attract qualified candidates for corrections and law enforcement positions. The Sheriff's Office has experienced the same recruitment challenges. WCSD had to reduce staff vacancies and increase compensation because of the number of vacancies in both corrections and road patrol, which helped improve recruitment.	1.0000	28.600	2080.000	HRS	59,488.00	59,488.00
Finance and Grant Compliance Manager	1.0000	32.200	1950.000	HRS	62,790.00	62,790.00

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	Social Worker Notes : please see attached file for SW job description and Justification report Attachment : SC_13_MIDC SW.pdf	2.0000	33.230	1950.000	HRS	129,597.00	129,597.00
Total for Personnel						994,737.90	994,737.90
2	Fringe Benefits						
	Employer FICA Attachment : FICA_2_B-14.1 Fringe Benefits - Gene.PDF	0.0000	7.650	1000871.300		76,566.65	76,566.65
	Retirement Attachment : RET_3_B-14.4 Retirement Plan.pdf	0.0000	9.600	1000871.300		96,083.64	96,083.64
	Health Insurance Attachment : HINS_4_B-14.3 Health Insurance.pdf	0.0000	40.391	1000871.300		404,261.93	404,261.93
	Workmens Compensation Attachment : WC_5_B-14.10 Workers Compensation.pdf	0.0000	0.950	1000871.300		9,508.28	9,508.28
	Life Insurance Attachment : LI_6_B-14.5 Life Insurance.pdf	0.0000	0.082	1000871.300		820.71	820.71
	Short Term / Long Term Disability	0.0000	1.252	1000871.300		12,530.91	12,530.91
	Longevity-paid per county policy Notes : per county policy for FT employees hired prior to 2013-applies to ONE employee in our department Attachment : ZZZ_8_B-14.02 Longevity.pdf	0.0000	0.250	1000871.300		2,502.18	2,502.18
	Cell phone stipend Notes : Due to the Wexford Missaukee Public Defender's Office covering two counties, attorneys, social workers, and the investigator regularly work remotely, including in Missaukee County, and must remain accessible during the workday. Wexford County policy requires employees working remotely to be available at all times. The Board of Commissioners has determined these positions require cellular phones. If a county phone is not provided, employees receive a \$35 monthly stipend and must	0.0000	0.336	1000871.300		3,362.93	3,362.93

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	maintain a service plan and carry a phone capable of supporting work-related communication. Positions requiring the stipend include 5 attorneys, 2 social workers, and 1 investigator (8 total employees). Cost: $\$35 \times 8 = \$280/\text{month}$; $\$280 \times 12 = \$3,360$ annually. Attachment : ZZZ_9_D-10.0 Cellular Telephone Usag.PDF						
Total for Fringe Benefits						605,637.23	605,637.23
Total Program Expenses						1,600,375.13	1,600,375.13
Contractual							
1	Contracts for Attorneys						
	Managed Assigned Counsel Administration Notes : Reductions made by MIDC 6-10-26 but can be adjusted through LITs during the grant year. Managed Assigned Counsel compensation is based on 8 hours per week dedicated to conflict case management, reflecting a reduction from the 10 hours per week estimated in FY25 due to increased internal staffing and improved efficiency. Despite this reduction, ongoing challenges in recruiting and retaining qualified defense attorneys in a rural jurisdiction continue to impact system operations. A limited local attorney pool often requires reliance on out-of-county counsel, which increases the need for coordination, scheduling, and case management oversight.	1.0000	140.000	100.000	HRS	14,000.00	14,000.00

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	As a result, sufficient administrative time remains necessary to ensure timely appointment of counsel, effective communication with contract attorneys, and compliance with MIDC standards. This allocation balances improved internal capacity with the practical challenges of maintaining a functional and responsive assigned counsel system.						
	Conflict Case Defense Notes : Misdemeanor conflict cases are projected at 300 total hours for FY 2027, representing approximately 60 cases annually. This estimate is based on an average of approximately 5 hours per case, consistent with FY25 reported attorney time and prior cost analysis assumptions. The reduced case volume reflects full staffing levels within the office, which is expected to decrease reliance on contract attorneys for lower-level cases. The allocated hours ensure sufficient time for client communication, case review, plea negotiations, and trial preparation when necessary, consistent with MIDC standards for effective representation. This projection reflects a stable and predictable portion of contract attorney usage while aligning resources with increased internal capacity and maintaining compliance with MIDC workload requirements.	1.0000	140.000	10.000	HRS	1,400.00	1,400.00
	Conflict Case Defense Notes : Low-severity felony conflict cases are projected at	1.0000	155.000	10.000	HRS	1,550.00	1,550.00

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600 total hours for FY 2027, representing approximately 28–33 cases annually. This reflects an adjusted average of 18–22 hours per case due to the use of out-of-county contract attorneys. Majority of contract attorneys are out-of-county, increasing time for: Travel Coordination and scheduling Results in higher per-case time and fewer cases per attorney, while maintaining total hours The allocated hours support client communication, investigation, motion practice, plea negotiations, and trial preparation, consistent with MIDC standards. This approach reflects reduced reliance on contract attorneys due to full staffing, while maintaining capacity for conflict cases and ensuring a realistic, compliant allocation of resources.						
Conflict Case Defense Notes : High severity felony and life-offense conflict cases are projected at 750 total hours for FY 2027 at a rate of \$170 per hour, reflecting an increase from prior allocations due to two high-profile, complex homicide cases assigned to outside counsel as a result of conflicts within the office.	1.0000	170.000	10.000	HRS	1,700.00	1,700.00

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	These cases require significantly more attorney time due to extensive discovery, expert coordination, motion practice, and anticipated trial preparation. Use of out-of-county counsel also increases time for travel and coordination, further impacting capacity. Life-eligible offenses involve substantial time demands and variability, often requiring 75 or more hours per case. The reduced number of cases reflects both case complexity and logistical realities. This allocation is case-specific and necessary to ensure constitutionally effective representation consistent with MIDC standards.						
Total for Contracts for Attorneys						18,650.00	18,650.00
2	Contracts for Experts and Investigators						
	Experts Notes : Expert witness funding is allocated in accordance with MIDC-approved hourly rates ranging from \$30 to \$300 per hour, depending on the expertise required. These services are necessary to ensure effective assistance of counsel and compliance with MIDC standards. A review of prior fiscal years shows increasing demand. In FY24, expenditures were approximately \$13,711 against a \$48,900 budget. In FY25, spending increased to approximately \$24,853 against a \$58,200 budget. In FY26,	1.0000	1000.000	1.000	FS	1,000.00	1,000.00

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	although the budget was reduced to \$24,400, expenditures have already reached approximately \$19,490 early in the fiscal year, nearly 80% of the allocation. This reflects increased complex cases and reliance on out-of-county experts, requiring additional travel and coordination. Increased funding is necessary to maintain effective representation and MIDC compliance.						
	Investigators Notes : Investigator allocation for MAC conflict attorneys per MIDC rates not to exceed \$125/hour	1.0000	1000.000	1.000	MIDC	1,000.00	1,000.00
Total for Contracts for Experts and Investigators						2,000.00	2,000.00
3	Contracts for Construction						
4	Contracts Other						
	Lease Notes : Per our Office space Building Lease dated April 1, 2021 -Lessee shall pay Lessor a base annual rent amount of \$25,200.00 (Base Annual Rent), to be paid in monthly installments of \$2,100.00. This Base Annual Rent shall be increased annually on the first day of April by the amount of CPI, at which time the monthly payments shall increase accordingly. As of April 1, 2025, our rent is \$2517.90 per month and will increase again April 1, 2026. Please see attached lease for our building. Attachment : LEA_1_RENT INCREASE NOTICE April 202.PDF	1.0000	2800.000	12.000	MTH	33,600.00	33,600.00
	Lease	1.0000	250.000	12.000	MTH	3,000.00	3,000.00

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	Notes : Ricoh mass quantity fax/copy/scan/printer for office wide use.						
	Interns Notes : Funding is requested for three summer interns/fellows for approximately 16 weeks at a rate of \$25 per hour. This program is designed to attract students to Northern Michigan and establish a pipeline for future recruitment following graduation. Due to the limited availability of colleges and universities in the region, attracting students to rural Northern Michigan remains a significant challenge. Without exposure to the area and hands-on experience in indigent defense, students are less likely to pursue long-term employment locally. The internship/fellowship provides meaningful, practical experience while introducing participants to the community and professional opportunities available in the region. This investment supports long-term recruitment and retention efforts, helping to build a sustainable workforce and maintain compliance with MIDC standards.	3.0000	25.000	600.000	HRS	45,000.00	45,000.00
	Intern Stipend Notes : A stipend of up to \$15,000 is requested to support housing and living expenses for legal and social worker fellows participating in a summer fellowship program, designed to build a recruitment pipeline for Northern Michigan.	3.0000	15000.000	1.000	VAR	45,000.00	45,000.00

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	Due to limited affordable and temporary housing in this rural area, college students and fellows from outside the region face significant barriers to participation. Without this support, the office is unable to attract candidates who may later return for long-term employment. This stipend offsets short-term housing and basic living expenses, making the program accessible and competitive. The fellowship provides hands-on experience in indigent defense and encourages participants to pursue careers in Northern Michigan. This investment supports recruitment, retention, and long-term staffing stability, ensuring continued compliance with MIDC standards.						
	Legal Research Software Notes : Westlaw legal research services are provided for public defender attorneys at a current annual rate of \$1,034, which is subject to yearly increases. Access to comprehensive legal research tools is essential to ensure effective representation, including case law analysis, motion practice, and trial preparation. Maintaining access to Westlaw ensures attorneys can stay current with evolving legal standards and provide constitutionally effective assistance of counsel. Ongoing	1.0000	1034.000	12.000	MTH	12,408.00	12,408.00

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	funding is necessary to account for annual cost increases and to maintain uninterrupted access to this critical resource in compliance with MIDC standards.						
	Case Management Software Notes : Clio case management software is used by both staff attorneys and conflict attorneys at a current annual cost of approximately \$32,700, based on a rate of \$109 per user per month. Clio provides essential tools for case tracking, calendaring, document management, and secure communication. Use of a centralized system improves coordination between staff and assigned counsel, promotes consistency in case handling, and supports timely oversight of indigent defense cases. It also allows the office to maintain paperless files and provides secure digital storage of case materials. Additionally, ChatGPT Teams access for 12 users, estimated at \$3,600 annually, supports legal research, drafting, and administrative efficiency. These tools ensure effective representation and compliance with MIDC standards.	1.0000	3100.000	12.000	MTH	37,200.00	37,200.00
Total for Contracts Other						176,208.00	176,208.00
Total Contractual						196,858.00	196,858.00
Other Expenses							

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1	Equipment						
2	Training/Travel						
	Bar Membership-Staff Attorneys SBM yearly fee	1.0000	415.000	5.000	VAR	2,075.00	2,075.00
	SADO Membership	1.0000	85.000	5.000	VAR	425.00	425.00
	NAPD Membership Notes : NAPD membership to include all full time staff and conflict attorneys (21-50 people)	1.0000	40.000	20.000	FS	800.00	800.00
	Training-CDAM training for staff attorneys	1.0000	600.000	6.000	FTE	3,600.00	3,600.00
	Training-Trial Skills Training-staff attorney Notes : Additional cost for trial skills for staff attorney with less than 2 years criminal defense experience	1.0000	2500.000	3.000	FTE	7,500.00	7,500.00
	Lodging-FTE hotel per county policy	10.0000	140.000	1.000	FTE	1,400.00	1,400.00
	Mileage-FTE travel for conferences Attachment : MIL_7_5 - C-4.0 Office Travel and Bu.PDF	1.0000	0.700	760.000	FTE	532.00	532.00
	Mileage-FTE staff travel to Missaukee Notes : Staff attorneys and support staff travel to Missaukee courts and jail. Round trip is 28-30 miles depending on the route taken.	1.0000	0.700	10816.000	MIL	7,571.20	7,571.20
	Lodging-SOM rates for conflict attys Notes : per SOM rates for conflict attorneys	1.0000	98.000	12.000	NGT	1,176.00	1,176.00
	Mileage-SOM rates for conflict attorneys to conf Notes : per SOM rates for conflict attorneys	1.0000	0.440	590.000	MIL	259.60	259.60
	Registration Fees-CDAM training for conflict attys Notes : \$50 per CLE hour	1.0000	600.000	9.000	FS	5,400.00	5,400.00

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	\$50 x 12= \$600 per attorney						
	9 conflict attorneys x \$600 = \$5400						
	Registration Fees-Trial Skills training-conflict atty Notes : Trial skills for conflict attorneys	1.0000	2250.000	1.000	FS	2,250.00	2,250.00
	Humanitarian Support Notes : This includes costs associated with transportation, lodging, and meals necessary to facilitate a client's access to justice. Due to the rural nature of Wexford and Missaukee Counties, the absence of public transportation infrastructure, and the significant financial need experienced by many clients, such support is essential to ensuring meaningful participation in the legal process.	1.0000	2000.000	1.000	VAR	2,000.00	2,000.00
	Mileage-Contract attys travel to Missaukee Notes : The projected 10,000 miles for FY2026 is based on actual usage data from FY2024, during which roster attorneys collectively logged a total of 18,392 miles traveling to and from Missaukee County. This averages 4,598 miles per quarter. Staff attorneys are able to handle more cases now that the office is fully staffed, so this budget is a reduction from FY2024 miles.	1.0000	0.440	10000.000	MIL	4,400.00	4,400.00
	Travel Time - Client Visits Notes : Contract attorneys currently receive \$80/hour for travel time outside their home (State Bar) county. This reimbursement is essential to maintaining access to qualified legal counsel in our semi-rural area. Due to the shortage of	1.0000	80.000	166.000	HRS	13,280.00	13,280.00

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	local attorneys in northern and rural Michigan, we often depend on out-of-county counsel to meet indigent defense needs. Without travel compensation, we risk losing them to other jurisdictions or better-paying contracts. Federal defense contracts, such as those under the Criminal Justice Act (CJA), routinely include travel pay, setting a competitive benchmark. To stay viable and attract experienced attorneys willing to serve rural clients, our pay structure must remain competitive. Travel reimbursement is not a perk—it is vital to ensuring fair access to justice in underserved areas						
	Training-Lunch and Learn-Full time staff Notes : This is a continuation of our efforts to provide ongoing professional development consistent with MIDC standards through a monthly "Lunch and Learn" training for all 12 FTEs. Each session will include a substantive training module delivered during the lunch hour to enhance legal skills, foster collaboration, and promote a holistic approach to defense. Trainings will incorporate topics such as client-centered advocacy, use of community-based resources, mitigation strategies, and interdisciplinary coordination to improve outcomes for indigent clients. In accordance with county policy, lunch will be provided at \$15 per person. With 12 employees, the monthly cost is \$180, totaling \$2,160 annually. This cost-effective initiative promotes continuous training, strengthens staff performance, and supports retention, while enhancing the office's ability to deliver high-quality, holistic indigent defense services. Attachment : TRN_17_TRN_17_TRN_17_Wexford_Missau.DOCX	12.0000	180.000	1.000	VAR	2,160.00	2,160.00
Total for Training/Travel						54,828.80	54,828.80
3	Supplies/Services						
	Office Supplies Notes : This line item supports necessary office operations, including office supplies, paper products, trial preparation	1.0000	419.480	0.000	VAR	419.48	419.48

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materials (e.g., binders, printing, and photographs), and general cleaning supplies required to maintain a functional workspace. It also includes the purchase of digital storage devices (CDs, DVDs, and flash drives) used for discovery and video evidence. The office purchases flash drives for video from the Missaukee Prosecutor and supplies all CDs, DVDs, and flash drives to the Wexford Prosecutor to facilitate case-related evidence sharing. Projected costs are based on historical spending trends, prior MIDC grant allocations, and a projected caseload of approximately 1,250 cases. This request is consistent with prior-year funding levels and reflects the continued operational needs of the office. Reduced to facilitate MIDC award 6-10-26; can be adjusted through LITs during the grant year.						
Zoom Notes : .This line item supports the use of Zoom and related virtual meeting technology to facilitate communication and court access for clients and counsel. Zoom is routinely used to conduct meetings with the Michigan Department of Corrections (MDOC) and with clients lodged in other counties, ensuring timely and confidential attorney-client communication without the need for travel. Additionally, this request supports the use of designated	1.0000	700.000	0.000	FS	700.00	700.00

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Zoom rooms at the courthouse for out-of-custody clients, allowing them to appear remotely for hearings when appropriate. This also enables contract attorneys to appear via Zoom, improving efficiency, reducing travel time and costs, and ensuring consistent representation across jurisdictions.						
The continued use of virtual platforms enhances access to counsel, supports timely case progression, and aligns with evolving court practices while maintaining high-quality indigent defense services.						
Transcripts Notes : cost of transcripts based on historical data and projected new case assignments. requesting higher than the past due to the rates significantly increasing and two ongoing murder cases Reduced to facilitate MIDC award 6-10-26; can be adjusted through LITs during the grant year.	1.0000	100.000	0.000	VAR	100.00	100.00
Postage for client mailings Notes : Cost of mailing contact letters and information to clients. Postage cost is increasing this year	1.0000	6000.000	0.000	VAR	6,000.00	6,000.00
Spectrum Business Internet Fax Notes : this includes internet and fax service	12.0000	165.000	0.000	MTH	1,980.00	1,980.00
Nextiva phones	12.0000	450.000	0.000	MTH	5,400.00	5,400.00

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Notes : VOIP use						
Ms Green Recycle/Shred Service Notes : we have a monthly recycle pick up, quarterly shred service and a yearly shred of old case files.	1.0000	900.000	0.000	VAR	900.00	900.00
Cadillac Janitorial-lawn and snow servic Notes : Cost for lawn service and snow removal for the public defender's office. Amount is based on available historical data.	1.0000	8000.000	0.000	VAR	8,000.00	8,000.00
Computers Notes : This request supports replacement of aging equipment and purchase of new equipment for incoming employees, including four updated computer systems with necessary peripherals and replacement of four existing systems that are five years old or older. The office follows a hardware lifecycle policy consistent with ABA guidance and Wexford County policy, using a rolling 3–5 year replacement schedule to maintain security, reliability, and technological competence. Funding will also support upgrades to the office conference room to enhance meetings, collaboration, and virtual appearances. Maintaining current equipment is essential for case management, legal research, trial preparation, and handling digital evidence. Additional funding includes accessories and mobile hotspot capability for secure internet access at the Lake City satellite office and other remote locations. Upgrades will also support Zoom room access at the courts, improving remote appearances and client access.	4.0000	1600.000	0.000	NOS	6,400.00	6,400.00

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Court Rules / Guidelines	12.0000	33.920	0.000	MTH	407.04	407.04
Interpreters	30.0000	100.000	0.000		3,000.00	3,000.00
Copy paper -bulk reams order Notes : The county orders in bulk yearly. This accounts for our historical sized order	40.0000	35.000	0.000	FS	1,400.00	1,400.00
AT&T Hotspot for Missaukee remote office Notes : hotspot required to have internet use at satellite office in Lake City	12.0000	41.240	0.000		494.88	494.88
All Pro Technology Notes : Due to cyber-attack at county level, our own IT is needed. This includes as-needed hourly IT support and monthly (\$375/mo) anti-virus monitoring on all FTE computers, firewall and network. This entails Wexford and Missaukee offices.	1.0000	20000.000	0.000	VAR	20,000.00	20,000.00
DTE natural gas Notes : based on historical data provided by landlord for the last two years	12.0000	165.000	0.000	MTH	1,980.00	1,980.00
Consumers Energy-electric Notes : based on historical data provided by landlord for the last two years	12.0000	495.000	0.000	MTH	5,940.00	5,940.00
City of Cadillac-water/sewer Notes : based on historical data provided by landlord for the last two years	12.0000	45.000	0.000	MTH	540.00	540.00
Total for Supplies/Services					63,661.40	63,661.40
Total Other Expenses					118,490.20	118,490.20

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TOTAL DIRECT EXPENSES						1,915,723.33	1,915,723.33
INDIRECT EXPENSES							
Indirect Costs							
1	Indirect Costs						
	De Minimis Rate – up to 10%-Cost allocation for direct/indirect cost Notes : The cost allocation for the plan using the guidelines for federal regulation 2 CFR Part 200 including the indirect cost of IT service cost, building maintenance expenses, HR and Payroll processing, account receivables/payable transactions, Administrative overhead and support programs, general and public official liability insurance, civil legal services, security, and department coordination.	0.0000	9.500	1136231.920		107,942.00	107,942.00
Total Indirect Costs						107,942.00	107,942.00
TOTAL INDIRECT EXPENSES						107,942.00	107,942.00
TOTAL EXPENDITURES						2,023,665.33	2,023,665.33

Cost Analysis Summary for Compliance Plan and Cost Analysis Renewal - FY 2027
Agency: Wexford County
Application: Compliance Plan and Cost Analysis Renewal - FY 2027

8/7/2026

	Category	Total	State Grant	Narrative
DIRECT EXPENSES				
Program Expenses				
1	Personnel	994,737.90	994,737.90	Wexford Missaukee Public Defenders is a regional office for Missaukee and Wexford Counties. The office consists of 4 full-time attorneys, 3 support staff, a social worker, and an investigator. The office also funds one full-time corrections officer to assist in meeting with in-custody clients at all stages of criminal proceedings and allowing unlimited access to the jail. Conflict cases are referred to the local MAC office who then assigns the case to a contract attorney. In the calendar year of 2022, there were 1226 new criminal cases referred for an appointment of an attorney with a breakdown as follows. • Criminal case assignment a. 466 new felonies with 417 assigned to staff attorney. b. 760 misdemeanors and probation violations with 711 assigned to staff attorneys. c. 98 cases were assigned to contract attorneys. An attorney for the Public Defender's office appeared at 1,319 total arraignments of those 228 were in circuit court and 1091 in district court. Since 2019, cas
2	Fringe Benefits	605,637.23	605,637.23	This is the fringe package offered to full time employees of Wexford County. Please find attached all of the county policies that accompany each category. The percentages are approximate and based on the current projected rates. We only have ONE employee hired prior to 2013 that qualifies for Longevity at the current time.

Cost Analysis Summary for Compliance Plan and Cost Analysis Renewal - FY 2027
Agency: Wexford County
Application: Compliance Plan and Cost Analysis Renewal - FY 2027

8/7/2026

	Category	Total	State Grant	Narrative
Total Program Expenses		1,600,375.13	1,600,375.13	
Contractual				
1	Contracts for Attorneys	18,650.00	18,650.00	Overall request reduced by MIDC action 6-10-26; reductions can be modified through LITs during the grant year. Conflict cases are referred to the local MAC office who then assigns the case to a contract attorney. . In prior years, the office was short-staffed due to attorney turnover which resulted in a higher usage of contract attorneys. Currently, contract attorneys are either in short supply or have limited availability. We have been able to recruit out of county attorneys to fill some of the contract attorney void by increasing minimum hourly pay and including travel time/milage. The projected number of Misdemeanor cases has been reduced from the previous year. One-Time Request for Special Roster Attorney Support (FY26) The Wexford Missaukee Public Defender's Office is submitting a one-time request for funding to cover attorney hours for a unique and significant appeal now pending in the Michigan Court of Appeals. This case involves the prosecution's appeal of a District Court's denial of a complaint warrant. The Circuit Court also denied the prosecution's motion, and the matter is now accepted for rev
2	Contracts for Experts and Investigators	2,000.00	2,000.00	An increase in funding here is due to the increase of CSC and drug cases where we have utilized various experts on numerous cases. Due to our location being in Northern Michigan, these experts are not typically local and need to travel at least a couple hours or more. At the present time we are averaging two jury trials each month between the two counties. This is more jury trials being held than ever before in history of Wexford

Cost Analysis Summary for Compliance Plan and Cost Analysis Renewal - FY 2027
Agency: Wexford County
Application: Compliance Plan and Cost Analysis Renewal - FY 2027

8/7/2026

	Category	Total	State Grant	Narrative
				and Missaukee counties. Overall category reduced by MIDC action 6-10-26; can be adjusted through LITs during the grant year.
3	Contracts for Construction	0.00	0.00	
4	Contracts Other	176,208.00	176,208.00	This category includes the building lease, case management software, research software, copier lease which these costs are set by contract. An legal intern is for summer months and is used an aid in recruiting for northern Michigan.
Total Contractual		196,858.00	196,858.00	
Other Expenses				
1	Equipment	0.00	0.00	
2	Training/Travel	54,828.80	54,828.80	All rates are set at the approved amounts and in compliance of Standard 1 and proposed standard 7.
3	Supplies/Services	63,661.40	63,661.40	These rates and amounts are increased due to increase cost of all goods, including paper products. Our yearly copy paper supply increased over 30% alone this year. With additional staff anticipated we will need new computers for that attorney. Other cost are based on available historical data.
Total Other Expenses		118,490.20	118,490.20	
TOTAL DIRECT EXPENSES		1,915,723.33	1,915,723.33	
INDIRECT EXPENSES				
Indirect Costs				
1	Indirect Costs	107,942.00	107,942.00	The cost allocation for the plan using the guidelines for federal regulation 2 CFR Part 200 including the indirect cost of IT service cost, building maintenance expenses, HR and Payroll processing, account receivables/payable transactions,

Cost Analysis Summary for Compliance Plan and Cost Analysis Renewal - FY 2027
Agency: Wexford County
Application: Compliance Plan and Cost Analysis Renewal - FY 2027

8/7/2026

	Category	Total	State Grant	Narrative
				Administrative overhead and support programs, general and public official liability insurance, civil legal services, security, and department coordination. Due to the nature and structure of Public Defender's office, these indirect cost benefit more than one task, activity or program. This includes indirect costs that cannot be assigned or directed to a specific task, activity or program without making an effort disproportionate to the results achieved.
	Total Indirect Costs	107,942.00	107,942.00	
	TOTAL INDIRECT EXPENSES	107,942.00	107,942.00	
	TOTAL EXPENDITURES	2,023,665.33	2,023,665.33	

Source of Funds

	Category	Total	State Grant	Local Share	Other Funding Sources	Narrative
1	Source of Funds					
	State Grant Contribution	1,876,906.79	1,876,906.79	0.00	0.00	
	Local Share Contribution	146,758.54	0.00	146,758.54	0.00	
	Program Revenue	0.00	0.00	0.00	0.00	
	Previous Year Unspent Funds	0.00	0.00	0.00	0.00	
	Total Source of Funds	2,023,665.33	1,876,906.79	146,758.54	0.00	
	Totals	2,023,665.33	1,876,906.79	146,758.54	0.00	

List Of Attachments for Compliance Plan and Cost Analysis Renewal - FY 2027
Agency: Wexford County
Application: Compliance Plan and Cost Analysis Renewal - FY 2027

8/7/2026

Attachments Index

FOR OFFICE USE ONLY:	Version # _____	APP # 220654
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#	Section	Title	File Name
1	Cost Analysis Detail	Social Worker	SC_13_MIDC SW.pdf
2	Cost Analysis Detail	Employer FICA	FICA_2_B-14.1 Fringe Benefits - Gene.PDF
3	Cost Analysis Detail	Retirement	RET_3_B-14.4 Retirement Plan.pdf
4	Cost Analysis Detail	Health Insurance	HINS_4_B-14.3 Health Insurance.pdf
5	Cost Analysis Detail	Workmens Compensation	WC_5_B-14.10 Workers Compensation.pdf
6	Cost Analysis Detail	Life Insurance	LI_6_B-14.5 Life Insurance.pdf
7	Cost Analysis Detail	Longevity-paid per county policy	ZZZ_8_B-14.02 Longevity.pdf
8	Cost Analysis Detail	Cell phone stipend	ZZZ_9_D-10.0 Cellular Telephone Usag.PDF
9	Cost Analysis Detail	Lease	LEA_1_RENT INCREASE NOTICE April 202.PDF
10	Cost Analysis Detail	Mileage-FTE travel for conferences	MIL_7_5 - C-4.0 Office Travel and Bu.PDF
11	Cost Analysis Detail	Training-Lunch and Learn-Full time staff	TRN_17_TRN_17_TRN_17_Wexford_Missau.DOCX

Justification Report: Request for an Additional Social Worker

Wexford Missaukee Public Defenders Office

Prepared by: Brian W. Heyniger

Date: July 1, 2025

Executive Summary

This report outlines the critical need for an additional social worker in the Wexford Missaukee Public Defenders Office. The increasing volume and complexity of cases, the expansion of holistic defense strategies, and the proven impact of social work on client outcomes necessitate this expansion. Adding another social worker will improve efficiency, reduce recidivism, promote client well-being, and enhance the overall quality of public defense services.

Current Social Work Infrastructure and Case Load

The office currently employs one full-time social worker responsible for a range of essential tasks:

- Conducting biopsychosocial assessments.
- Coordinating mental health and substance use treatment referrals.
- Assisting with housing, employment, education, and public benefits.
- Developing mitigation packages for sentencing.
- Supporting clients through court processes.

However, the demand has outstripped capacity. In FY 2024-2025, the office served over 900 clients, many with complex trauma histories, mental illness, or substance dependency. One social worker cannot adequately serve this volume without risking service degradation or burnout.

Reasons for Additional Staffing

1. Rising Caseload and Complexity

- Social work time is currently triaged to the most urgent cases, leaving others without support.
- The client population includes increasing numbers of individuals with acute mental health and substance use needs.
- An estimated 65–70% of clients could benefit from social work involvement, far exceeding what one individual can manage.

2. Improved Case Outcomes

- Studies show that public defender offices with embedded social workers achieve:
 - Lower incarceration rates.
 - Increased use of diversion programs.
 - Shorter sentences.
- Our own data reflects a 30% higher success rate in alternative sentencing when a social worker is involved.

3. Alignment with Holistic Defense Model

- The National Legal Aid & Defender Association recommends a multidisciplinary approach including social workers.
- Holistic defense is client-centered and addresses underlying causes of criminal behavior.
- An additional social worker would ensure broader implementation of this approach, especially in pre-trial planning and post-conviction support.

4. Workforce Sustainability

- Our current social worker handles over 30 active cases concurrently, often exceeding best-practice guidelines.
- Prolonged overextension risks turnover and reduces the effectiveness of client support services.
- Adding another social worker distributes the workload, improves morale, and supports long-term retention.

Anticipated Benefits

- Clients receive timely and tailored support services.
- Attorneys gain crucial assistance in building mitigation and service plans.
- Judges and Prosecutors receive better-informed recommendations, improving judicial economy.
- Community benefits from reduced recidivism and successful reintegration.

Budgetary Considerations

We estimate the annual cost of hiring an additional social worker (salary + benefits) at approximately \$68,000–\$75,000. This is a justified and modest investment compared to the cost of incarceration or reoffending. Grant funding or state-level resources for public defense innovation may be pursued to offset initial costs.

Conclusion and Recommendation

The Wexford Missaukee Public Defenders Office urgently requires an additional social worker to meet the growing demand for holistic client care. The data clearly shows improved outcomes, better justice, and community benefit when social work is embedded in defense services. We recommend immediate approval to recruit and hire a second social worker.



Wexford County Position Description
Position: Social Worker Public Defender Project
 Adopted: May 25, 2021

Summary: The project social worker will be responsible for managing all of the day-to-day activities of the Social Worker Defender Project (SWDP). Responsibilities include working with attorneys and their clients to develop individualized alternative sentencing plans that show how clients' and community needs are better served in the community than in jail or prison. These plans will be developed by assessing client needs, identifying local resources for rehabilitation, treatment, and recovery, and making appropriate referrals to those community resources. Social workers will also be responsible for entering data in the management information system and completing all other documentation practices as needed.

Employees must meet the minimum requirements, conditions of employment, and be able to successfully perform all essential duties and responsibilities with or without reasonable accommodations.

This position may require irregular hours. This position may also require travel by the employee in the employee's own vehicle. May be required to work on-call in an emergency.

Supervision Received: Work is performed under the general supervision of the Chief Public Defender.

Supervision Exercised: None.

Responsibilities, Essential Duties, and Functions: An employee in this position may be called upon to do any or all of the following essential duties. These examples do not include all of the duties which the employee may be expected to perform.

Under direction of the attorneys, and as an important part of the defense team, the social worker will complete the following tasks:

1. Facilitate comprehensive psychosocial assessments in the community and local jails to determine clients' basic demographic information, living situation, relationship and family dynamics, legal status, education history, employment history, physical health, mental health, substance use history, and self-identified goals and needs.
2. Identify and conduct interviews with family, friends, employers, and other support system members in the community who can aid in clients' success.
3. Based on a clinical review of assessment outcomes and interviews with family and other support systems, develop individualized alternative sentencing plans that, in consultation with the case attorney and client, recommend and advocate for community-based sentences and alternative community treatment as indicated.
4. As needed, coordinate and initiate facilitated referrals to community treatment and other services for clients prior to sentencing to ensure rapid engagement in services.
5. Maintain ongoing pre-trial client updates on progress through communication and collected documentation from community service providers and by conducting routine check-ins with clients.
6. Prepare clients and their families for court appearances by providing an overview of court policies and discussions on what to expect. Provide additional post court debriefings to reinforce next steps and ensure continuity of care into longer term systems of community treatment and services.
7. Accompany clients to court and participate in hearings as requested by the defense attorney. Provide additional information and support, as required.

Essential Functions, Qualifications, and KSA's for Employment: All of the following functions, qualifications, knowledge, skills, abilities (KSAs) and duties are essential. An employee in this class, upon appointment, should have the equivalent of the following:

1. Education: Masters' Degree in Social Work, Counseling, Psychology, or Marriage and Family Therapy from an accredited institution.
2. At least three years of paid full-time professional experience providing treatment services in a mental/behavioral health setting.
3. Work involves the origination of new MIDC models, concepts, theories that are new to the field, and where no prototype may exist in the overall organization and few, if any guidelines exist. Leadership judgment, and risk management skills are needed to deal with largely defined and undefined issues or to find solutions to unyielding and new problems.
4. Must be able to deal effectively with people with widely divergent backgrounds, within and outside of the office; must relate empathetically to clients and their special needs.
5. Ability to effectively communicate in writing and orally with staff, clients, and the court; must be comfortable with the daily use of technology.
6. Must possess a high degree of professionalism.
7. May be required to serve in an "on-call" capacity.
8. Ability to pass a pre-employment physical, drug screen, and background check, which may include and is in accordance with Wexford County personnel policies, but is not limited to: confirmation of a persons' identity; review of criminal conviction records; verification of educational degree, license, or certificate required for the position; review of Department of Motor Vehicles records; Department of Justice fingerprint scan; and/or drug and alcohol testing as required and allowable by law.
9. Requires a valid driver's license and personal vehicle insurance and must maintain eligibility to drive as per the County's Vehicle policy.

Physical Demands, Work Environment, and Other Requirements:

1. Must be able to perform essential job functions with or without reasonable accommodations.
2. May be required to reach with hands and arms; sit; stand; talk and hear; use hands to finger, handle, or feel.
3. Exposure to individuals charged and/or convicted of a variety of criminal offenses.
4. May be exposed to infectious diseases.

**Personnel
Management****Fringe Benefits, General**

Policy Number: B-14.1

County Board Approval: July 17, 1996

- A. Collective Bargaining Agreement.** Where a conflict exists between this policy and a collective bargaining agreement, the collective bargaining agreement will hold precedence.
- B. Fringe Benefits Covered by this Policy.**
1. Paid leave time.
 - a. Vacation leave.
 - b. Paid holidays.
 - c. Administrative leave.
 - d. Paid personal leave.
 - e. Sick leave.
 - f. Jury duty leave.
 - g. Family and medical leave.
 - h. Disability leave.
 - i. Bereavement leave.
 2. Unpaid leave time.
 - a. Military leave.
 - b. Workers' compensation leave.
 - c. Maternity leave.
 - d. Educational leave.
 - e. Unpaid personal leave.

Fringe Benefits

3. Health and dental coverage.
4. Life insurance coverage.
5. Longevity pay.
6. Retirement plan.
7. Social Security.

C. Eligibility.

1. Regular full-time employees: All full-time employees are eligible for all fringe benefits outlined in paragraph 2.b above or as provided for in their respective collective bargaining agreement.
2. Regular part-time employees: All part-time employees are eligible fringe benefits outlined in paragraphs 2.b.(1), 2.b.(2.) and 2.b.(7.) above on an annualized pro-rated basis.
3. Irregular part-time employees: Are not eligible for any fringe benefits except for 2.b.(7.) above.
4. Temporary employees: Are not normally eligible for any fringe benefits under this policy except as negotiated as a condition of employment and except for 2.b.(7.) above.
5. Grant employees: Are normally eligible for fringe benefits commensurate with full- or part-time employees depending on the number of hours worked.
6. On-call employees: Fringe benefits include only social security and workers' compensation.

D. Benefit Levels. As outlined in this *Manual*:

1. B-5.0: Definition of employment terms/categories.
2. B-7.0: Employee seniority.
3. B-8.0: Salary and wage structure.
4. B-12.0: Absence from the workplace.

E. Benefit Accrual. Any fringe benefit earned by an employee will be accrued in such a manner as prescribed in this *Manual* or by the pertinent collective bargaining agreement:

1. Transfer or promotion: Accrued benefits will not be lost when an employee is transferred or promoted inter- or intra-departmentally regardless of whether the change is between two separate collective bargaining agreements provided that accrued fringe benefits continue to be used by the employee in consonance with the guidelines of this *Manual* and/or the appropriate collective bargaining agreement.

Fringe Benefits

2. Status change: Accrued fringe benefits will not be lost when an employee's status changes from part- to full-time or vice-versa. Sick time is calculated differently for full- and part-time employs and a conversion factor will be applied by the General Accounting Office in this area.
3. Use of benefits: Accrued fringe benefits are to be used by an employee in a timely manner as prescribed in this *Manual* and/or in the appropriate collective bargaining agreement.

**Personnel
Management**

Retirement Plan

Policy Number: B-14.4

County Board Approval: July 17, 1996

A. General.

1. Wexford County employees are members of the Michigan Municipal Employees Retirement System (MERS) with contributions paid by the employee and by the County.
2. Vesting in MERS occurs on the 10th anniversary of hire.
3. Regulations pertaining to this retirement system are made by the Michigan MERS Board in conformance with State law.

B. Procedures. New employees will be provided with a copy of the MERS handbook at the beginning of their employment.

Personnel Management

Health Insurance

Policy Number: B-14.3

County Board Approval: July 17, 1996; Amended October 6, 2004; December 1, 2004; July 3, 2013; January 4, 2017; December 6, 2017; May 16, 2018; March 20, 2019

A. GENERAL.

1. The County currently provides a health insurance program for eligible non-union, full-time County employees and elected officials, and members of the eligible employee/official's immediate family. Eligible full-time employees and elected officials may participate in the group insurance program no earlier than the first (1st) day of the premium month following the commencement of employment with the Employer in a full-time position or at a date there after that may be established by the insurance. All employees/officials covered under the health insurance will be required to contribute portion of the premium share as determined by the Board of Commissioners. The terms of the insurance policies control the benefits provided thereunder and the employee/official's eligibility for benefits. The County reserves and retains the unilateral right to amend or terminate any benefit, benefit level, county contribution or benefit plan. In the event any conflict between this summary and the plan documents, the plan documents control. Union employees' benefits are controlled by the respective collective bargaining agreements.
2. Current extensions and limitations on eligibility:
 - a) Eligible employee/official's spouses who are enrolled in Medicare are currently eligible for the County sponsored vision and dental at their own expense subject to plan documents;
 - b) Retired employee/officials that elect to purchase health insurance outside the County's plan are currently eligible to enroll in the County's vision and dental at their own expense and subject to plan documents;
 - c) Employees/officials who receive "payment in lieu of coverage" are not eligible to enroll or purchase dental and vision through the County;
 - d) Part time employees are not eligible to purchase vision or dental through the County; Payroll deduction is required for those employees/officials that are purchasing the vision and dental and are still employed with the County;

- e) An employee/official retiree may currently enroll in the County's health insurance, vision and dental plans, provided they pay 100% of the established monthly premiums to Wexford County. Eligible retirees must notify the County upon retirement of their wish to enroll in such coverages. The County reserves and retains the unilateral right to amend or terminate any retiree eligibility or benefit, benefit level, employer contribution or benefit plan. Retiree health, vision and dental eligibility and benefits are governed by the plan description and plan documents. In the event any conflict between this summary and the plan documents, the plan documents control. For health insurance coverage purposes, an employee retiree is defined as: "An employee with enough age and service time to qualify for a MERS retirement and/or Social Security benefits and who is immediately eligible to draw such benefits upon cessation of employment with the County".
- 3. Premiums are to be reviewed at least annually during budget preparation, with recommendations by the Administrator based on the insurance plan approved by the Board of Commissioners during the budget process.
- 4. Employees hired during the Plan Year currently have the choice of A: 'base plan' as offered by the County, or B: the HSA with the County-funded deductible prorated as of their enrollment date, with the employee being responsible for the balance of the deductible.
- 5. Employees/officials who are eligible for health insurance coverage through the County and who elect to NOT enroll in the group medical insurance plan because they are eligible for coverage under another qualified group health insurance plan available to their spouse and/or eligible dependents will be eligible to receive additional monthly compensation.

The amount of such monthly compensation may be fixed by the Board of Commissioners. Payments will be made once per month on the second paycheck in each month that the employee would otherwise be eligible for health insurance coverage. This option can only be exercised during open enrollment or a qualified event.

An employee/official must provide proof of insurance coverage under a qualified group plan for the employee/official and eligible dependents as defined or required by the Affordable Care Act or implementing regulations and complete all forms or certifications required by the County and under the Affordable Care Act for eligibility for such payments. An employee/official will not be eligible for payment in lieu of health insurance if such payment would violate the Affordable Care Act or implementing regulations, or cause the Employer to be subject to penalty or fine. Should insurance coverage through the secondary source terminate for any reason, the

employee should notify the County within thirty (30) days and re-enroll in the County health insurance program. Failure to timely notify the County may result in the ability to re-enroll being limited to the open-enrollment period.

An employee or official member who receives either “primary” or “dependent” coverage from the County shall not be eligible for any payment in lieu of coverage

6. Special Conditions: Health insurance coverage for spouses or dependents may be changed during the course of the insurance program year at times other than the open enrollment, if such a change is a ‘qualified event’:

- Marriage
- Death
- Divorce
- Birth
- Change in hours

Significant increase in cost of current coverage (of spouse) and creates a financial burden. When such event occurs, the employee/official has a 30-day window of opportunity to make the necessary change. Failure to comply with this timeframe will result in being required to wait for the annual open enrollment period. All changes must be requested in writing and sent to the County Administrator. The employee/official is to follow up the request to be sure it has been received and processed.

7. HSA County Contribution

The County’s annual contribution to the Health Savings Accounts of participating employees shall be credited or deposited to each participating employee’s Health Savings Account in four equal pro-rata quarterly deposits on the first business day of each quarter, being the months of January, April, July and October.

- B. COBRA.** Under the Consolidated Omnibus Budget Reconciliation Act of 1986, upon leaving employment with the County, an employee may purchase for himself/herself and his/her family, group health insurance for a period of 18 months (and in some situation for 36 months). Premium payments required for his insurance coverage will be made to the Office of the Wexford County Treasurer.

1. When an employee qualified for retirement, the employee has the following options:

Option #1 – Exercise COBRA rights and purchase existing coverage for 18 months. No other coverage will be available at the conclusion of COBRA rights.

Or.....

Option #2 – Move immediately, if qualified as a “retiree” (as previously defined), into the retiree health care program.

If an employee terminates employment, he/she can only exercise Option #1. In all cases of exercising the COBRA option, the employee will be charged a 2% administration fee that will be added to his/her premium.

- a) The County will no longer cover employee spouses once they reach the age 65;
- b) Employee spouses that reach the age of 65 are eligible for the County sponsored vision and dental at their own expense;
- c) Once an employee reaches age 65 and continues working for the County they are eligible for the County's insurance and will cover their spouse until they reach age 65;
- d) Retired employees are eligible to sign up for the County's vision and dental with the retiree paying the full premium;
- e) Employees who receive "cash in lieu" of insurance are not eligible to purchase dental and vision through the County;
- f) Part time employees are not eligible to purchase vision and dental through the County;
- g) Payroll deduction will be allowed for those employees that are purchasing the vision and dental and are still employed with the County.

**Personnel
Management**

Workers' Compensation

Policy Number: B-14.10

County Board Approval: July 17, 1996

- A. Cadillac Family Physicians is the designated medical organization regarding any workers' compensation claim. If an employee becomes injured on the job, one of the physicians in this medical practice should be notified for diagnostic and treatment services.
- B. If the injured employee chooses not to receive treatment from the County's designated workers' compensation medical treatment organization, the County is not liable for payment of the workers' compensation claim.
- C. Authorization for treatment forms are available from the General Accounting Office and from the Sheriff's Department administrative office. These forms are to be filled out prior to visiting the doctor's office unless the nature of injury or illness is of an extreme emergency.
- D. Workers' compensation claim forms are available in the General Accounting Office.

**Personnel
Management**

Life Insurance

Policy Number: B-14.5

County Board Approval: July 17, 1996

- A. General.** The County will provide life insurance coverage in the amount of \$15,000 for each regular full-time employee.
- B. Procedures.**
1. Regular full-time employees may elect to decline life insurance coverage at the time of hire.
 2. If life insurance coverage is elected, it will become effective on the date that the appropriate paperwork is filed by the General Accounting Office with the County's life insurance underwriter.
 3. Life insurance coverage will terminate effective at midnight of the day when the employment relationship between the employee and the County is concluded.

**Personnel
Management**

Longevity Pay

Policy Number: B-14.2

County Board Approval: July 17, 1996; Amended April 2, 2008; May 1, 2013

A. General.

1. Longevity pay is a fringe benefit based on an employee's continuous length of service with the County.
2. Eligibility is based on full years of service as of October 1st in any given year.
3. The Clerk, Register of Deeds, Treasurer, Prosecutor, and Sheriff will receive longevity benefits as of February 20, 2008. All other elected officials are not eligible to receive this benefit.
4. This benefit does not apply to employees hired after May 1, 2013.

B. Procedure.

1. All regular full-time employees who are employed as of October 1st each year who have completed five (5) years of continuous full-time employment with the County shall receive longevity pay calculated on the basis of thirty dollars (\$30.00) for each full year of continuous service.
2. The maximum longevity sum to be paid to any employee in a single year is six hundred dollars (\$600).
3. Employees who are on leave of absence or layoff, including a suspension for disciplinary reasons, will retain all service time earned prior to the absence toward the calculation of longevity benefits but will not accrue any additional time toward longevity benefits nor will they receive longevity pay during such absence.

**Facilities and
Equipment Management**

Cellular Telephone Usage

Policy Number: D-10.0

County Board Approval: April 21, 1999; Amended December 7, 2005, February 1, 2012

A. Contractual Obligations and Financial Administration.

1. The departments that have cellular phones shall be determined by the County Board of Commissioners.
2. The actual cell phone contract, options and duration are selected by the departmental manager using the budgeted line as a determining factor and is subject to review by the County Administrator.

B. Distribution and Use.

1. Department managers shall have the authority to assign cellular phones as required to their employees. Such use of these phones is restricted to County personnel.
2. All overages to the basic rate shall be the responsibility of the employee. Timely collection of such overages are the exclusive responsibility of the departmental manager and must be collected from the employee.
3. If the department head determines that a unit employee requires a cell phone, and if no County cell phone is provided (including, but not limited to, a car assigned cell phone) the Employers shall provide a monthly stipend of \$35.00 per month to the unit employee. A unit employee who receives such a stipend shall be required to carry the cell phone at all times while on duty and maintain a plan and phone capable of such services as the department head deems operationally required. Employees shall, upon request, provide the department head with proof that the phone/plan meets such requirements.

RENT INCREASE NOTICE

LJR Property Management, LLC
P.O. Box 526
Tawas City, MI 48764
989-714-7985

Date: 3/15/2023

Dear Wexford Missaukee Public Defender:

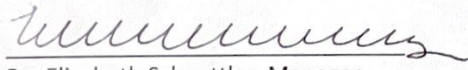
This Rent Increase Notice, which is based on the 2023 CPI Report released on March 14, 2023, shall be deemed as official notice given to you, the Lessee, in accordance with the Lease Agreement between the parties, that started on April 1, 2021.

This Notice shall act as an addendum to the Lease Agreement, amending the monthly rent amount to \$2,391.90 (a 6% increase of the base rent amount). This increase shall begin April 1, 2023.

All other terms and conditions of the original Lease Agreement remain in full force and effect.

If you should have any questions or would like to discuss the rent increase, please feel free to contact me anytime.

LJR Property Management, LLC


By: Elizabeth Schnettler, Manager

April 30, 2020

General Administrative, Management, and Operations**C-4.0 Official Travel and Business Expenses**

County Board Approval: July 17, 1996; Amendments: November 17, 1999, May 17, 2000, September 18, 2002, December 1, 2004, January 19, 2011, December 4, 2019, December 18, 2019

A. General.

Travel expenses directly related to official County business are reimbursable. This policy mirrors Section A-3.0 of this Manual.

B. Policy and Procedures.

1. Original itemized receipts shall accompany requests for reimbursement for expenses incurred in conjunction with official travel.
2. When practical, employees should share transportation and lodging as economy measures.
3. Approval authority for travel plans and travel expense reimbursement claims is as follows:

Approval Authority:Approval For:

Elected Officials Persons in their Department(s)

Department Heads Persons in their Department(s)

County Administrator..... Appointed Department Heads

Board Chairman Board members and the County Administrator

Finance Committee Board Chairman

4. Claims for travel reimbursement shall be submitted by the traveler within 30 days after travel has been completed. Travel expenses shall be reimbursed only in the budget year in which expenses are incurred. On approval by the authorizing official as outlined above, travel claims will be forwarded to the Clerk's Office for approval.

C. Reimbursement.

5. Meals (gratuity included):
 - a. Breakfast..... \$15.00
 - b. Lunch..... \$20.00
 - c. Dinner..... \$30.00
6. Accommodations: \$140.00 (tax included). Reimbursement for accommodations may be higher when associated with a workshop or conference, with advance authorization from the designated approval authority.
7. Approved private vehicle mileage shall be equal to the private vehicle premium reimbursement rate for civil service employees as approved by the IRS, unless otherwise approved by the Board of Commissioners.

FY2027 MIDC Compliance Plan and Cost Analysis

For Review and Approval by the Wexford County Board of Commissioners

To: Wexford County Board of Commissioners

From: Robert Champion, Chief Public Defender

Grant period: October 1, 2026 through September 30, 2027

Requested action: Approve the FY27 plan, grant acceptance, local share, and grant-year administration

Recommendation: Approve the MIDC-adjusted FY27 plan with a total program cost of \$2,023,665.33; accept \$1,876,906.79 in State grant funding, including \$107,942.00 in indirect-cost recovery payable to Wexford County; authorize the statutorily limited \$146,758.54 local share; and permit MIDC-approved line-item transfers during the grant year, subject to the controls stated below.

Purpose and Board Decision

This request is presented to the Wexford County Board of Commissioners as the grant recipient and administering county for the Wexford/Missaukee regional indigent defense system. The system submitted its FY27 compliance plan and cost analysis to continue meeting Michigan Indigent Defense Commission (MIDC) standards. MIDC's June 10, 2026 budget action reduced the overall FY27 plan by 10%, primarily in response to unused prior-year funds. The reduction affects resources used to meet mandatory standards; it does not reduce the system's compliance obligations. The FY27 application states that specified reductions may be adjusted through MIDC line-item transfers (LITs) during the grant year.

Fiscal Impact at a Glance

Funding source	FY26	FY27	Change	% change
Total program cost	\$2,248,517.03	\$2,023,665.33	-224,851.70	-10.00%
State grant funding	\$2,100,896.05	\$1,876,906.79	-223,989.26	-10.66%
Required local share	\$147,620.98	\$146,758.54	-862.44	-0.58%

Statutorily limited local responsibility: \$146,758.54 for FY27. The State grant funds \$1,876,906.79, or 92.75% of the total program cost; the local share is 7.25%. Under MCL 780.993(7)-(8), the system maintains its local share, the State pays approved excess funding necessary for compliance with MIDC minimum standards, and the system must not be required to provide funds above its local share.

Important scope note: This packet is for action by the Wexford County Board. The application remains a combined Wexford/Missaukee system plan, and the attached source-of-funds schedules do not divide the \$146,758.54 local share between the two counties. Any inter-county allocation should follow the governing agreement. The statutory funding limitation applies to approved, eligible, and properly documented compliance costs within the MIDC plan and award.

Wexford County Cost Recovery and Positive Fiscal Impact

The FY27 plan provides identifiable financial benefits directly to Wexford County in addition to funding the regional defense program. First, the grant reimburses \$107,942.00 to Wexford County for indirect county services and overhead, including IT, building maintenance, human resources, payroll, accounts payable/receivable, insurance, civil legal services, security, and departmental coordination. Second, the grant funds a full-time Wexford County Jail corrections officer, including \$59,488.00 in wages and the related employer benefits budgeted within the plan.

Wexford County cash-flow component	FY27 amount
Indirect-cost recovery paid to Wexford County	\$107,942.00
Grant-funded corrections-officer wages	\$59,488.00
Estimated corrections-officer employer benefits	\$35,648.18
Total identifiable Wexford County benefit	\$203,078.18
Less FY27 mandated local share	(\$146,758.54)
Estimated net positive fiscal position	\$56,319.64

Bottom line for Wexford County: Even before counting any corrections-officer benefits, the \$107,942.00 cost recovery plus \$59,488.00 in grant-funded wages exceeds the \$146,758.54 local share by \$20,671.46. Applying the plan's listed general fringe rates to the officer's wages produces an estimated total positive fiscal position of \$56,319.64.

Benefit estimate methodology. The \$35,648.18 estimate applies the FY27 plan's listed FICA (7.65%), retirement (9.60%), health insurance (40.391%), workers' compensation (0.95%), life insurance (0.082%), and disability (1.252%) rates to \$59,488.00 in wages. It excludes longevity and cellular stipends. Actual employee-specific benefit cost will depend on eligibility, enrollment, and County payroll records.

FY26-to-FY27 Budget Comparison

The 10% reduction is an overall plan reduction, not a literal 10% decrease to every budget category. Required staffing and benefits increase, while most of the reduction is concentrated in attorney-contract and expert/investigator lines.

Category	FY26	FY27	Change	% change
Personnel	\$968,996.60	\$994,737.90	\$25,741.30	+2.66%
Fringe benefits	\$550,008.79	\$605,637.23	\$55,628.44	+10.11%
Total program expenses	\$1,519,005.39	\$1,600,375.13	\$81,369.74	+5.36%
Contracts - attorneys	\$310,830.00	\$18,650.00	(\$292,180.00)	-94.00%
Contracts - experts/investigators	\$24,400.00	\$2,000.00	(\$22,400.00)	-91.80%
Contracts - other	\$170,250.84	\$176,208.00	\$5,957.16	+3.50%

Category	FY26	FY27	Change	% change
Total contractual	\$505,480.84	\$196,858.00	(\$308,622.84)	-61.06%
Training/travel	\$48,888.80	\$54,828.80	\$5,940.00	+12.15%
Supplies/services	\$67,200.00	\$63,661.40	(\$3,538.60)	-5.27%
Total other expenses	\$116,088.80	\$118,490.20	\$2,401.40	+2.07%
Direct expenses	\$2,140,575.03	\$1,915,723.33	(\$224,851.70)	-10.50%
Indirect costs	\$107,942.00	\$107,942.00	\$0.00	+0.00%
Total expenditures	\$2,248,517.03	\$2,023,665.33	(\$224,851.70)	-10.00%

What Changed and Why It Matters

The total project cost falls by exactly \$224,851.70, or 10.00%.

The State grant amount falls by \$223,989.26, while the required local share falls only \$862.44.

Attorney-contract funding falls \$292,180.00 (94.00%), and expert/investigator contract funding falls \$22,400.00 (91.80%). These are the principal reductions affecting resources available for mandated representation standards.

Personnel and fringe benefits increase to maintain the staffed delivery system, including the jail-access function, while indirect costs remain unchanged.

Because case complexity, conflict appointments, trials, experts, and investigation needs cannot be forecast precisely, LIT flexibility is important to move available grant funds to the categories where actual compliance needs arise.

Full-Time Corrections Officer Funded Through the Plan

The FY27 cost analysis includes one full-time Wexford County Jail corrections officer at 2,080 hours, budgeted wages of \$59,488.00, and a matching \$59,488.00 entry in the State Grant column. This is an increase of \$4,201.60 (7.60%) from FY26 wages of \$55,286.40. Applying the plan's listed general fringe rates produces an estimated \$35,648.18 in employer benefits and an estimated \$95,136.18 total grant-funded compensation value to Wexford County. Actual benefits must be confirmed from County payroll and enrollment records.

Supports arraignments and escorts in-custody clients to attorney appointments and court proceedings.

Supports compliance with MIDC Standards 2 and 4 by facilitating timely, confidential, and continuing access to in-custody clients.

Provides a direct operational benefit to the jail and Sheriff's Office while serving the indigent-defense program.

Recommended Grant-Year Controls

Authorize the Board Chair, County Administrator, Chief Public Defender, and designated grant staff to execute and administer the FY27 award and required reports.

Authorize submission and implementation of MIDC-approved LITs within the total award and approved local share when needed to maintain compliance with mandated standards.

Administer the award consistent with MCL 780.993(7)-(8): maintain the approved \$146,758.54 local share and treat approved excess funding necessary for minimum-standard compliance as the State's responsibility.

Require separate Board approval before voluntarily accepting an ineligible, unapproved, or otherwise unbudgeted local obligation outside the approved MIDC plan and award.

Monitor contract-attorney, expert, investigator, and complex-case expenditures monthly because those lines absorbed the largest reductions.

Track eligible costs and reimbursement documentation so the \$1,876,906.79 State share is fully recovered, including the \$107,942.00 indirect-cost reimbursement payable to Wexford County.

Board Findings

The FY27 plan continues the regional Wexford/Missaukee indigent-defense system for the October 1, 2026 through September 30, 2027 grant period.

The FY27 plan totals \$2,023,665.33 and is financed by a \$1,876,906.79 State grant and a \$146,758.54 local share, with no program revenue or prior-year unspent funds listed as an FY27 source of funds.

Under MCL 780.993(7)-(8), the indigent defense system maintains its local share, the State pays approved excess funding necessary for compliance with MIDC minimum standards, and the system must not be required to contribute above its local share.

The overall plan is exactly 10% below FY26; the local share is substantially unchanged, so nearly all of the reduction is in State grant funding.

The reduced budget does not diminish the duty to comply with mandated standards, and the application expressly identifies LITs as the mechanism to adjust specified reduced lines during the grant year.

The plan includes a full-time corrections officer to support jail access and compliance with Standards 2 and 4, and reimburses Wexford County \$107,942.00 for indirect county costs.

Cost recovery and the grant-funded corrections-officer wages alone exceed the FY27 local share by \$20,671.46; including estimated officer benefits yields an estimated positive fiscal position of \$56,319.64.

Proposed Motion

Motion: I move that the Wexford County Board of Commissioners approve the Wexford/Missaukee Counties FY2027 MIDC Compliance Plan and Cost Analysis for the grant period October 1, 2026 through September 30, 2027, with total expenditures of \$2,023,665.33; accept State grant funding of \$1,876,906.79, including \$107,942.00 in indirect-cost recovery payable to Wexford County; authorize the statutorily limited combined local share of \$146,758.54; authorize the Board Chair and appropriate County officials to execute the award and related documents; and authorize submission and implementation of MIDC-approved line-item transfers within the total award and local share, consistent with MCL 780.993(7)-(8).

Source Documents

FY2026.pdf: facesheet p. 1; corrections-officer detail pp. 32-34; cost summary and source of funds pp. 47-51.

FY27 Approved by MIDC.pdf: facesheet p. 1; corrections-officer detail pp. 32-34; cost summary and source of funds pp. 51-54.

MCL 780.993(7)-(8), Michigan Indigent Defense Commission Act, Act 93 of 2013:
<https://www.legislature.mi.gov/Laws/MCL?objectName=mcl-780-993>.

Draft Resolution

RESOLUTION NO. _____

APPROVAL OF FY2027 MIDC COMPLIANCE PLAN AND COST ANALYSIS

WHEREAS, Wexford and Missaukee Counties operate a regional indigent-defense system subject to MIDC compliance requirements; and

WHEREAS, the FY2027 Compliance Plan and Cost Analysis covers the period October 1, 2026 through September 30, 2027 and has a total program cost of \$2,023,665.33; and

WHEREAS, the plan identifies \$1,876,906.79 in State grant funding, including \$107,942.00 in indirect-cost recovery payable to Wexford County, and a combined local share of \$146,758.54; and

WHEREAS, MCL 780.993(7)-(8) requires the indigent defense system to maintain its local share, requires the State to pay approved excess funding necessary to comply with MIDC minimum standards, and provides that the system must not be required to contribute funds above its local share; and

WHEREAS, MIDC's June 10, 2026 budget action reduced the overall plan by 10%, primarily due to unused prior-year funds, but the system remains responsible for compliance with mandated standards; and

WHEREAS, the plan notes that specified reductions may be adjusted through MIDC-approved line-item transfers during the grant year; and

WHEREAS, the plan includes \$59,488.00 in wages plus associated employer benefits for one full-time corrections officer who supports access to in-custody clients and compliance with Standards 2 and 4; and

WHEREAS, the \$107,942.00 indirect-cost recovery and \$59,488.00 in corrections-officer wages alone exceed the FY27 local share by \$20,671.46, with the estimated officer benefits increasing the positive fiscal impact to approximately \$56,319.64;

NOW, THEREFORE, BE IT RESOLVED, that the Wexford County Board of Commissioners approves the Wexford/Missaukee Counties FY2027 MIDC Compliance Plan and Cost Analysis, accepts the \$1,876,906.79 State grant, including \$107,942.00 in indirect-cost recovery payable to Wexford County, and authorizes the statutorily limited combined local share of \$146,758.54.

BE IT FURTHER RESOLVED, that the Board Chair and appropriate County officials are authorized to execute and administer the award and to submit and implement MIDC-approved line-item transfers within the total award and approved local share, consistent with MCL 780.993(7)-(8), while preserving documentation necessary to recover all eligible State-funded costs.

Record of Action

Meeting date	_____
Moved by / supported by	_____ / _____
Vote	Yeas: _____ Nays: _____ Absent: _____
Certification	County Clerk: _____

**AGREEMENT FOR THE PROVISION OF SCHOOL RESOURCE
OFFICER SERVICES 2026-2029**

THIS AGREEMENT FOR SCHOOL RESOURCE OFFICER ("SRO") LAW ENFORCEMENT SERVICES, effective August 20, 2026 through June 8, 2029, between the **WEXFORD COUNTY** ("County") and **THE WEXFORD COUNTY SHERIFF'S OFFICE** ("Sheriff") and the **WEXFORD MISSAUKEE INTERMEDIATE SCHOOL DISTRICT** ("School District").

WITNESSETH

WHEREAS, WMISD coordinates certain information and services for public school districts within Wexford County and as well as operates several buildings and grounds located within Wexford County, and all such facilities educate children who reside in Wexford County; and

WHEREAS, the State of Michigan ("State") has passed 1999 PA 102, which adds Section 1308 to the Revised School Code, which section requires the establishment of a Statewide School Safety Information Policy ("Policy"); and

WHEREAS, the Policy has been established; and

WHEREAS, the Policy encourages, inter alia, the appointment of a school resource officer; and

WHEREAS, WMISD desires to take a pro-active approach to addressing its responsibilities under the Policy and to addressing misconduct in WMISD buildings by having a law enforcement officer present on site at WMISD facilities and grounds and at other public school buildings within Wexford County during certain hours as determined to be appropriate; and

WHEREAS, the State has also passed 2024 PA 272, which adds Section 1308e to the Revised School Code, which section requires a behavior threat assessment and management team, including a school resource officer or other law enforcement official; and

WHEREAS, WMISD approached the County and Sheriff about providing increased SRO law enforcement services by stationing a deputy who will, among other duties, serve as a school resource officer at the certain WMISD facilities and grounds and other locations as determined to be appropriate in an attempt to be pro-active as described above, and who will also assist WMISD and other public schools as determined on school safety issues; and

WHEREAS, the County and Sheriff are agreeable to providing a deputy for increased law enforcement services pursuant to the terms and conditions of this Agreement,

provided that such services do not: (a) impair or interfere with the Sheriff's ability to meet its other law enforcement responsibilities, or (b) result in any loss of operational efficiency or readiness; and

WHEREAS, municipal corporations may contract with each other for services pursuant to 1951 Public Act 35 (MCL 124.1 et seq.):

NOW THEREFORE, the parties mutually agree as follows:

AGREEMENT

1. **Term.** The County and Sheriff shall provide law enforcement services to the WMISD for a period of August 20, 2026 through June 8, 2029 unless terminated early by either party as authorized in this Agreement. The Agreement and services can commence at an earlier date upon request by the WMISD and agreement by the County and Sheriff.

After the initial term, the parties may mutually agree to extend this Agreement, in writing, for up to three (3) additional one (1) year terms. In the event of an extension, either party shall have the right to propose a new or modified Agreement for the extended Agreement term. Each renewal or extension of this Agreement must be mutually agreed at least ninety (90) days prior to the expiration of the current term of this Agreement.

Either Party to this Agreement shall have the right to terminate this Agreement, with or without cause, during the term of this Agreement by giving fourteen (14) calendar days' written notice of termination to the other party.

2. **Scope of Services.** For purposes of this Agreement "Law Enforcement Services" consists of designating and assigning an individual School Resource Officer ("SRO") to provide law enforcement services such as patrolling WMISD Property during regular school hours while school is in session. WMISD Property shall be defined as:

"ALL PROPERTY OWNED BY THE WEXFORD-MISSAUKEE INTERMEDIATE SCHOOL DISTRICT, INCLUDING THE CAREER TECH. CENTER, GENERAL EDUCATION BUILDING, AGRISCIENCE/HEAVY EQUIPMENT BUILDING, SPECIAL SERVICES BUILDING, BAKER COLLEGE WMISD PROGRAMING, TRANSITION CENTER AND PROPERTY USED TO CONSTRUCT HOMES ON."

THE ENTIRE SCHOOL CAMPUS IS WITHIN THE SHERIFF'S OFFICE'S JURISDICTION.

The SRO may also be assigned to patrol agreed-upon special WMISD events, including but not limited to parents' nights, extracurricular and other such ceremonies as specifically requested by the WMISD, and after approval by the Sheriff.

2.1 The primary function of the SRO will be on maintaining school security including complaints. The SRO shall not be involved in enforcing school discipline. The administration of student discipline, including student code of conduct violations and student misbehavior, is the responsibility of school administrators unless the violation or misbehavior involves criminal conduct for which law enforcement intervention is required. In situations authorized by the Sheriff, the SRO will support administration in observation, prevention, and investigation of student behavior/school policy violations. The SRO shall conduct him/herself in a professional manner and maintain a high level of respect and integrity within the school community. The SRO is bound by the Sheriff's policy and procedures pertaining to The Temporary Custody of Juveniles (Attachment 3 & 4) and Search and Seizure (Attachment 5).

2.2 The SRO shall serve on the WMISD's behavior threat assessment and management team. The team's statutory duties include defining prohibited and concerning behavior and educating the school community on warning signs that may indicate that someone is at risk for potential harm to themselves or others; monitoring, assessing, and performing inquiries into concerning behavior; distinguishing between credible and noncredible threats; developing a central reporting mechanism and educating students, parents, legal guardians, and school personnel on how to report concerning behavior and what is appropriate to report; outlining the relationship between school personnel and law enforcement and determining the threshold for when a situation requires the intervention of law enforcement; and developing a written plan to assist a student who is engaging in concerning behavior. The SRO is not expected to fulfill these duties alone.

2.3 While at WMISD campus the SRO shall cooperate with the employees of WMISD, but shall always remain subject to the ultimate jurisdiction and direction of the Sheriff or his/her designee. The County and Sheriff shall be the sole and exclusive employer for all purposes, including hiring, directing, discharge, unemployment compensation, workers compensation, retirement and state and federal taxes.

2.4 The SRO will complete required applicable school staff training (Safe Schools Videos, and Seclusion and Restraint to name a few).

2.5 The SRO will also provide leadership related to security software platforms, staff training, some classroom education to students, including bringing in specialists to talk to children about drugs, general safety, how to deal with strangers, internet safety, etc.

2.6 The SRO assigned to the WMISD is and shall always remain under the Sheriff's supervision, direction, and control. The SRO shall be directly accountable to the Sheriff with respect to his or her performance of Law Enforcement Services. The SRO will enforce applicable state laws, except as otherwise provided in this Agreement. The Sheriff shall be solely responsible for the management of the SRO assigned to

the WMISD under this Agreement. Management shall be construed to include, but not be limited to, determining priority of investigation; determining what constitutes an emergency; determining job duties and assignments; and determining the adequacy of motor vehicles deployed. The Sheriff will consult with the WMISD on routine or special matters as deemed appropriate.

2.7 Compliance with School Policies. The SRO will abide by those policies of WMISD which are applicable to performance of services under this Agreement including, but not limited to, policies pertinent to: Corporal punishment/physical contact with students; Non-discrimination; Child abuse and neglect reporting; Sexual harassment; Confidentiality of student records and student record information; Administration of medication to pupils; Communicable diseases; Alcohol/controlled substance possession and use; Copyright; and Emergency Procedures (Fire Drills, evacuations). A copy of the above policies will be provided to the County by WMISD. The County and WMISD will cooperate in orientation of the County's employees to the above policies.

2.8 FERPA. WMISD shall allow the SRO to inspect and copy any records designated as directory information maintained by the school in Board Policy 5309 in accordance with the Family Educational Rights and Privacy Act (FERPA). Separately, if some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence. If personally identifiable information is needed by an SRO, but no emergency situation exists, then the information may be released only as allowed by law as necessary for the SRO to carry out his or her law enforcement services.

It is understood and agreed that under FERPA the SRO is a member of the school's designated law enforcement unit, and is officially authorized by the school district to (1) enforce any Federal, State, or local law, and (2) to maintain the physical security and safety of the designated schools in their district.

It is understood that the FERPA statute and regulations (20 U.S.C. 1232g(a)(4) (B) (ii) and 34 CFR §§ 99.3 and 99.8) exclude from the definition of education records those records created and maintained by a law enforcement unit of an educational agency or institution for a law enforcement purpose.

3. Assignment and Schedule:

3.1 The SRO will be selected by the Sheriff with input from the WMISD Superintendent, or designee who will participate in the selection process.

3.1.1. The SRO will be required to receive clearance from a background check before working in WMISD. WMISD shall perform its own criminal history check through the Michigan State Police, as well as a criminal records check through the Federal Bureau of Investigation, with regard to all persons assigned by the County under this Agreement. The Sheriff and SRO shall cooperate with WMISD in obtaining the background check. The Sheriff shall ensure that any SRO under this Contract fulfills all necessary steps for such a background check, including traveling to WMISD, and filling out all necessary paperwork and paying all necessary fees (for the background checks, fingerprinting, and ICHAT checks) and any record keeping requirements of the Michigan State Police. Each SRO assigned under this Agreement shall furnish WMISD with a copy of the front page of his or her County initial job application. WMISD will maintain these applications solely to comply with record keeping requirements related to criminal history background checks.

3.1.2 Prior to assigning any individual under this Contract, the County will ensure that the individual has completed all applicable necessary requirements contained within Sections 1230 and 1230a-h of the Revised School Code. WMISD will receive a County Affidavit for Assignment for the SRO. A signed and returned County Affidavit for Assignment will be considered WMISD's acceptance or rejection of the individual's criminal records check.

3.1.3 Criminal Offenses Prohibited. The COUNTY agrees that it shall not assign any of its employees, agents or other individuals to perform any services under this Agreement if such individual has been convicted of any of the following offenses:

3.1.3.1 Any "listed offense" as defined under Section 2 of the Sex Offenders Registration Act, MCL 28.722; or

3.1.3.2 Any felony. Provided, that with prior written approval of the Superintendent of WMISD and of its Board of Education an individual who has been convicted of a felony (other than a "listed offense" as defined above) and who is regularly and continuously providing services under this Contract at WMISD facilities or program sites may be permitted to perform such services when, in the judgment of the Superintendent and Board of Education of WMISD, that individual's presence will not pose a danger to the safety or security of WMISD students or employees; or

3.1.3.3 Any misdemeanor conviction involving sexual or physical abuse as those terms are defined in Sections 1230(10) and 1230a(8) of the Revised School Code.

3.1.3.4 Any offense of a substantially similar enactment (to those enumerated in 3.1.3.1 through 3.1.3.3, above) of the United States or another State; or

3.1.3.5 Any other offense that would, in the judgment of WMISD, create a potential risk to the safety and security of students serviced by WMISD or employees of WMISD.

3.2 The SRO shall be scheduled on a full time basis of approximately, but not to exceed (unless specifically requested by the WMISD and authorized by the Sheriff), thirty (30) hours per week 9 month school year calendar basis not to exceed 190 days. The schedule may be modified as needed by assigned SRO after consultation with the Sheriff and the WMISD.

3.3 In the event that the SRO is absent due to an extended illness, vacation, or leave of absence, the Sheriff will attempt to temporarily fill the function or increase regular patrols if staffing levels permit. Priority will be placed on absences that will be multiple days in succession.

3.4 The Sheriff reserves the right to temporarily remove the SRO who is otherwise assigned to the WMISD in his discretion upon notice to the WMISD, this includes but is not limited to removal to address staffing levels at the Sheriff's Office or in the event of an emergency that might exist outside the WMISD campus. In the event of an emergency, the Sheriff will attempt to return the SRO to school duties as soon as reasonably possible.

4. Equipment and Training.

4.1 The County shall provide a motor vehicle to be used for law enforcement services and any and all uniforms, weapons, insignia and general police equipment to be used by the SRO. The motor vehicle and equipment shall remain at all time the property of the County. The County and Sheriff shall be responsible for the costs of maintaining, equipping, insuring, and fueling the motor vehicle. The WMISD will reimburse the County for the cost of motor vehicle fuel used by the SRO to travel to training outside the County.

4.2 The WMISD will reimburse the County for the cost of ordering and cleaning uniforms for the SRO.

4.2 The WMISD will provide and maintain office and space to be utilized by the SRO assigned to the WMISD, and shall provide the SRO with a computer with internet access. The WMISD shall maintain telephone service to be utilized by SRO.

4.3 The Sheriff will provide all the necessary administrative services, supervision, and training for the SRO assigned to the WMISD. The Sheriff shall, when possible schedule all training for the SRO on days WMISD is not in school session. WMISD will provide, without charge to the County, a suitable office space at WMISD.

4.4 The WMISD acknowledges the necessity for the SRO to be excused from duties for training, vacation, or sick leave.

4.5 The SRO shall receive such training as is necessary to permit the SRO to effectively advance the WMISD's educational mission in the context of his or her duties

as SRO. Training topics, goals, objectives, and attendance shall be determined jointly by representatives of the WMISD and the Sheriff. Any training expenses, including meals, lodging and travel will be reimbursed by the WMISD if prior written authorization is granted as to amount and type of training. WMISD shall not be responsible for reimbursement in the absence of this prior written authorization.

5. Reimbursement.

5.1 It is expressly understood and agreed that the WMISD shall pay the County an amount equal to the wages and fringe benefits associated with the SRO services under this Agreement attributable to full calendar year employ of the SRO. The County shall invoice and the WMISD shall reimburse the County quarterly throughout the duration of this Agreement. The invoice will include a report of hours worked, wages paid, pro-rata benefit costs, receipts for required trainings, uniforms, or other reimbursables under this Agreement. The quarterly reimbursement will not be discounted for early release days, no student days, or cancellation days for inclement weather. If the SRO is removed from the position on a temporary basis as authorized by the agreement and a substitute is not assigned by the Sheriff, there will be no charges to the WMISD for the period in which the SRO was removed. If the SRO position becomes vacant and a substitute is not assigned by the Sheriff, there will be no charges to the WMISD unless and until the position is filled. The County may assign another deputy to provide WMISD SRO law enforcement services.

The compensation paid by the WMISD represents reimbursement to the County for actual cost of straight time wages and any requested and authorized overtime costs for the SRO (including fringe benefits, uniform allowance, health, dental and life insurance, worker's compensation expenses, social security) to provide the services to the WMISD, as well as any WMISD-authorized specialized training by the SRO to gain skills and experience related to his or her service as a SRO (including tuition, room and board, and travel expenses). Annually, the Sheriff and WMISD may meet to provide WMISD updates regarding any additional or increases to the wage or fringe benefit cost associated with the SRO law enforcement services. Overtime will be scheduled only if requested by WMISD's Superintendent and specifically authorized by the Sheriff. The County shall be compensated at the County's actual cost, without markup, for providing such overtime.

6. Liability and Insurance.

6.1 The WMISD assumes neither responsibility nor liability for the SRO executing his/her duties as a law enforcement officer, or for the operation of said police vehicle by the SRO. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the County in the performance of this Agreement shall be the responsibility of the County, and not the

responsibility of the WMISD, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the County, any subcontractor, anyone directly or indirectly employed by the County, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the County or its employees by statutes or court decisions.

6.2 The County shall provide comprehensive/commercial general liability insurance with a combined single limit of Two Million Dollars (\$2,000,000) each occurrence for bodily injury and property damage. Such policy shall include personal injury coverage. The County will also provide insurance for the motor vehicle used in the performance of the services described in this Agreement, as well as workers' compensation insurance coverage for the SRO assigned to duty in the WMISD. "Insurance", insofar as vehicles and the SRO means the coverage provided by the County as of January 1, 2026. If the terms of the County's insurance coverage are modified, or if coverage is discontinued for any reason, the County shall notify the WMISD immediately. The County shall name WMISD as an additional insured on its general liability insurances and such other insurance as is reasonably necessary to insure WMISD from any liability as the result of any act or omission of the SRO.

6.3 All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the WMISD in the performance of this Agreement shall be the responsibility of the WMISD and not the responsibility of the County if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any WMISD employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the WMISD or its employees as provided by statute or court decisions.

6.4 In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the WMISD in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and the WMISD in relation to each party's responsibilities under these joint activities provided that nothing herein shall be construed as a waiver of any governmental immunity by the County, the WMISD or their employees, respectively, as provided by statute or court decisions.

7. Notices.

Notices or other written communications required by or related to this Agreement shall be in writing and shall be delivered in one of the following manners:

1. In person;
2. By certified registered mail, return receipt requested, with all postage or charges prepaid; or

3. By electronic mail from an e-mail account for a point of contact indicated below to an e-mail account for a point of contact indicated below.

For the WMISD:

Kim Blaszak
Superintendent
Wexford-Missaukee Intermediate School District
9907 E. 13th St. Cadillac, MI 49601
kblaszak@wmisd.org
231-876-2262

For the County:

Gary Taylor
Wexford County Board of Commissioners Chair
437 E. Division St.
Cadillac, MI 49601
gtaylor@wexfordCounty.org
231-779-9453

For the Sheriff:

Trent Taylor
Wexford County Sheriff's Office
1015 Lincoln St.
Cadillac, MI 49601
ttaylor@wexfordCounty.org
231-779-9216

8. Not A Partnership or Joint Venture. It is expressly agreed that nothing herein contained is or shall be deemed to create a partnership or joint venture by or between the parties. Neither the County, Sheriff nor any SRO shall be deemed an employee, contractor, subcontractor, partner, joint venturer, representative, or agent of WMISD. No WMISD employee or agent shall be deemed to be an employee or agent of the County. County shall be solely and fully liable for any and all County employees or agents, and such employee/agent's past, present, or future wages, compensation, overtime wages, expense, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation, unemployment compensation, Social Security Act protection and benefits, any employment taxes, and/or any other statutory or contractual right or benefit.

9. Non-Discrimination.

9.1 The Parties agree that they will not discriminate against any student or participant because of race, color, age, sex/gender, sexual orientation, gender identity, gender expression, religion, national origin, height, weight, marital status, disability, perceived disability, political affiliation, familial status, veteran status, genetic or other characteristic protected by law in the performance of programs and services under this Agreement, consistent with federal and state laws and with the non-discrimination policies of each Party.

9.2 Neither Party will discriminate against any 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, age, sex/gender, sexual orientation, gender identity, gender expression, religion, national origin, height, weight, marital status, disability, perceived disability, political affiliation, familial status, veteran status, genetic or other characteristic protected by law.

9.3 The WMISD, Sheriff and County shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations and policies prohibiting discrimination, including, but not limited to, the following:

A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.

B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.

C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, as amended, and regulations promulgated thereunder.

D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 et seq.), as amended, and regulations promulgated thereunder.

9.4 Breach of this section shall be regarded as a material breach of this Agreement.

10. Waivers. No failure or delay on the part of any of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. Moreover, and without limitation, nothing herein shall be construed to limit to any party the defense of governmental immunity.

11. Non-Third-Party Beneficiary Contract. This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.

12. Invalid Provisions. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any

tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of

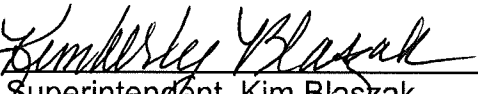
the remainder of this Agreement. It shall be considered to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.

13. Entire Agreement. This Agreement is the complete and exclusive statement of the agreement between the Parties with respect to the subject matter thereof and supersedes all prior negotiations, representations, proposals, agreements, and other communications between the Parties either oral or written with respect to the subject matter thereof. This Agreement may only be amended by a written document signed by the Parties, by and through their duly authorized representatives.

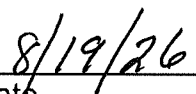
14. Controlling Law. This Agreement shall be governed in accordance with the laws of the State of Michigan applicable to contracts entered into and wholly to be performed within the State of Michigan.

15. Certification. The individual signing this Agreement certifies by their signature that they are authorized to sign this Agreement on behalf of the party for whom they are signing and by doing so does hereby bind the party to the terms of this Agreement.

SIGNATORIES



Superintendent, Kim Blaszk
Wexford-Missaukee Intermediate School District



Date

Chair, Gary Taylor
Wexford County Board of Commissioners

Date

Sheriff, Trent Taylor
Wexford County Sheriff's Office

Date

August 26, 2026

Mr. Joe Porterfield
County Administrator, Wexford County
437 E. Division St.
Cadillac MI 49601
administration@wexfordcounty.org

Re: Engagement Agreement – Landfill Host Fee Litigation

Dear Joe:

It was a pleasure to speak with you yesterday concerning the anticipated litigation involving the payment of host fees for the former County landfill located in Cedar Creek Township, which is now owned by GFL Environmental, Inc. This letter will confirm our agreement that you have retained Mika Meyers PLC to represent the County in the lawsuit, which is anticipated to be filed by Cedar Creek Township in the near future.

The following are the general terms upon which we will provide legal services to the County in this matter.

General Terms

Our fees are primarily determined by the time expended by us and the hourly rate of the individuals performing the services. Each attorney has an assigned hourly rate, which has been determined on the basis of years of experience, degree of specialization and expertise, subject matter involved, and level of professional attainment. My law partner, Ross Leisman, will be the lead litigation attorney for the County in this matter. His hourly rate will be \$410.00. I anticipate that Ross will be assisted by one of our Associate attorneys, Ben Anema, whose hourly rate is \$250.00. Ross may be assisted from time-to-time by other attorneys and/or paralegals having a different hourly rate. We review and adjust our rates from time-to-time to reflect inflation and cost increases affecting our practice, and the adjusted rates will apply to all services performed thereafter.

In addition to professional fees, we charge for expenses incurred on behalf of the clients, such as mileage, filing fees, etc. We do not charge for clerical services, word processing and similar support activities, which are part of the costs of the legal services we provide. Ross' legal assistant is Molly Macleod. If you would like copies of documents or have routine questions, she may be able to answer them without charge.

We will submit to you monthly statements for fees and expenses describing with particularity the nature of our activities and any costs incurred. We believe it is important that you are satisfied with our services. If you have any questions about a bill, the services provided, or any aspect of our representation, please contact me. You agree to review each such bill promptly and bring any questions or concerns to our attention within thirty (30) days, after which time all bills shall be deemed accurate, fair, and reasonable. You agree to pay each monthly statement within 30 days of its date. We ask that you add accounting@mikameyers.com to your email contact list. By doing this, you will avoid having emails from our Accounting Department end up in your filter. Electronic invoices and balance reminders will be sent from accounting@mikameyers.com.

If you do not pay a monthly statement in full by its due date, the outstanding balance will accrue interest at the rate of 7% per annum. You agree to grant us to the extent permitted by law and our ethical obligations an attorney's lien, including general, charging, and retaining liens, on all documents, money, and other property of yours that comes into our possession or that is created by us in the course of this representation, until all fees and costs due and owing us have been paid.

You have the option of paying some or all of your statements by American Express, Discover, MasterCard or Visa. If you want to pay by credit card, there will be a 2% transaction fee added to payments made by credit card. You can avoid these fees and still pay electronically by selecting the ACH payment option that is available through our website (www.mikameyers.com).

In providing legal services, we may use technology-assisted tools, including artificial intelligence ("AI") to assist with research, document review, drafting, analysis, and administrative tasks. All legal services, advice, and work product remain subject to the review and professional judgment of our attorneys, who remain responsible for the representation. We take measures to protect confidential information consistent with our professional obligations. By engaging us, you consent to our use of such technology in connection with our representation of you.

You may terminate our representation at any time, with or without a cause, upon written notice to us and subject to your continued liability for payment of legal services provided and costs incurred by our attorneys. We reserve the right to terminate the representation, including petitioning any court for an order allowing us to withdraw from this representation, if you do not pay invoices on a timely basis or you otherwise fail to fulfill your obligations to us.

Once our engagement ends, we will return the file materials you provided to us. Any materials left with us after the engagement ends may be retained or destroyed, at our discretion. We reserve the right to make certain copies of all documents generated or received by us in the course of our representation. When you request documents from us, copies that we generate will be made at your expense.

We are pleased to have this opportunity to work with Wexford County on this important matter. Please sign, date, and return a copy of this letter, indicating your approval of the terms and conditions outlined in this letter. Thank you.

Yours very truly,



Ronald M. Redick

Direct Dial/Fax:

(616) 632-8053

E-Mail:

rredick@mikameyers.com

Agreed, accepted and acknowledged:

WEXFORD COUNTY

Dated: _____, 2026

By: Joe Porterfield

Its: County Administrator