



## Cheboygan County Board of Commissioners

### **MISSION STATEMENT**

*Cheboygan County officials and staff will strive to provide public services in an open and courteous manner and will responsibly manage county resources.*

### **Committee of the Whole Meeting**

**April 23, 2019**

**9:30 a.m.**

### **Agenda**

1. **Call to Order**
2. **Roll Call**
3. **Invocation/Pledge of Allegiance**
4. **Approve Agenda**
5. **CITIZENS COMMENTS** - (3 minutes per person)
6. **SCHEDULED VISITORS/DEPARTMENT REPORTS**
  - A. Certificates of Appreciation: Stuart Bartlett, Leonard Page & John Jazdyk
  - B. Tom Eustice – Update on 425 Agreement
  - C. 2018 SAYPA Annual Report & Honor Roll Students Recognition
  - D. 2018 Sheriff's Department Annual Report
7. **ADMINISTRATOR'S REPORT**
8. **OLD BUSINESS**
  - A. Resolution 19-06 Supporting HB 4227 – The Creation of a “Committee on Michigan's Mining Future”
9. **NEW BUSINESS**
  - A. Fair Grounds Usage Agreements:
    1. Cheboygan County Firefighters Association
    2. Cheboygan Junior Chiefs/Kiwanis
  - B. Michigan Indigent Defense Commission 2020 Grant
10. **BOARD MATTERS FOR DISCUSSION**
11. **CITIZENS COMMENTS**
12. **BOARD MEMBER COMMENTS**
13. **ADJOURN TO THE CALL OF THE CHAIR**

# Cheboygan County Board of Commissioners' Meeting

April 23, 2019

<b>Title:</b> 2018 Cheboygan County Sheriff Department Annual Report	
<b>Summary:</b> The annual report of the Cheboygan County Sheriff Department for the Board of Commissioners and County Administrator's review.	
<b>Financial Impact:</b> None, Informational Only.	
<b>Recommendation:</b> N/A	
<b>Prepared by:</b> Sheriff Dale V. Clarmont	<b>Department:</b> Cheboygan County Sheriff Department



# CHEBOYGAN COUNTY SHERIFF DEPARTMENT

**DALE V. CLARMONT**  
SHERIFF

TIMOTHY C. COOK  
UNDERSHERIFF

870 S. Main St.  
Cheboygan, MI 49721

231-627-3155  
Fax: 231-627-8880  
[sheriff@cheboygancounty.net](mailto:sheriff@cheboygancounty.net)

Brenda Beckwith  
Jail Administrator

Jodi Beauchamp  
Administrative Assistant

Date: April 23, 2019  
To: Cheboygan County Board of Commissioners  
Administrator Jeff Lawson  
Ref: **2018 Annual Sheriff Department Report**

Through cooperation and mutual respect, I believe we have moved and continue to move our Sheriff Department forward with utmost professionalism and fiscal responsibility.

## Cheboygan County Sheriff Department 2018 Budget

Approved Expenditures	\$	3,930,783
Actual Expenditures	\$	<u>3,806,634</u>
Unexpended Balance (3.2% of approved expenditures)	\$	124,149

## Cheboygan County Sheriff Department Jail Division Revenues

• Diverted Felon fees	\$	21,610
• Inmate telephone	\$	12,416
• In-county boarding fees	\$	41,150
• Social Security Finders Fee	\$	8,500
• Work Release	\$	32,839
• Prisoner Medical	\$	3,881
• DOC / Transport Reimbursement	\$	4,167
• Commissary Fund	\$	165,022
• Corrections Officer Training Fund	\$	8,016
• Drunk Driver Assessment	\$	3,435
• Drug screens	\$	685
• Work Site Fee	\$	4,655



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• Worker Participant Fee	\$	8,580
• Sober Link Fees	\$	260
• All others (PBT, Reports, Prints, Transports, DNA)	\$	2,173
<b>Total Jail Division Revenues</b>	<b>\$</b>	<b>317,389</b>

## **Cheboygan County Sheriff Department Grants**

• Received 416 Secondary Rd Grant	\$	45,807
• Received Stonegarden DHS Grant	\$	27,970
• Received Enforcement Zone	\$	8,002
• Received Officer Training Grant	\$	3,524
• Received DNR Marine Safety Grant	\$	46,900
• Received Snowmobile Safety Grant	\$	6,000
• Received DNR ORV Grant	\$	14,796
• Received Burt/MAPS Local Grant	\$	8,048
• Received K9 Donations	\$	10,000
• All Other Grants	\$	8,614
<b>Total Grant Monies Received</b>	<b>\$</b>	<b>179,661</b>

## **Cheboygan County Sheriff Department Other Revenues**

• Sheriff Wage Reimbursement	\$	18,745
• Livery Inspections & ORV Ordinance	\$	12
<b>Total Other Revenues</b>	<b>\$</b>	<b>18,757</b>
<b>Total Revenues Generated</b>	<b>\$</b>	<b>515,807</b>





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• **Cheboygan County Work Crew Program:**

**1/01/2018 - 12/31/2018:**

- Meals saved: 3,786 @ \$3.40 ea. = \$ 12,872
  - Maintenance Labor: 662 hrs. x \$18.80 = \$ 12,446
  - Approximately 1,262 bed spaces
  - Total Labor Hours: 5,048
- \$ 25,318

**Income:**

- Participation Fee = \$ 8,580
  - Work Site Fee = \$ 4,655
- \$ 13,235

*Total Savings & Income:* \$ 38,553

**Cost of operation:**

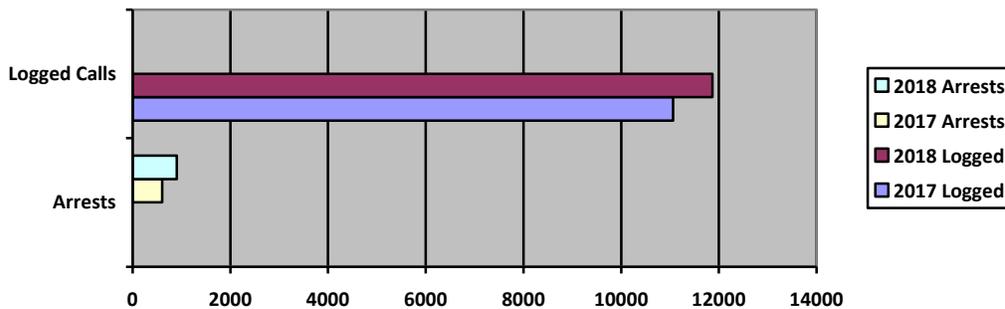
- Total Cost: \$ 26,140

**Total Net Savings to Taxpayer: \$ 12,413**

**Cheboygan County Sheriff Department Community Policing Policies**

• Road Patrol Statistics from January 1, 2018 through December 31, 2018

- 2017 Logged calls: 11,065
- 2018 Logged calls: 11,866
  
- 2017 Arrests: 605
- 2018 Arrests: 901





# CHEBOYGAN COUNTY SHERIFF DEPARTMENT

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Administrative Assistant

- Continuing Cheboygan County Sheriff Department Search and Rescue Team with local Fire Departments:
  - 9 Emergency Response Calls with 100% success
  - Project Lifesaver Program
  - A Child is Missing Program
  - Coats for Kids Program
  
- Continued effective School Liaison Officer Program for all Cheboygan County Schools:
  - High School Freshman Drug Awareness
  - DARE (5<sup>th</sup> Grade)
  - TEAM (7<sup>th</sup> Grade)
  - Truancy / Incurrigible / Social Media Bullying
  
- Continued Effective Marine / ORV / Snowmobile Patrols:
  - Offered Water Safety Courses throughout County Schools
  - ORV Safety Course throughout County Schools
  - Offered Snowmobile Safety Course throughout County Schools
  
- Continued Department K-9 Unit:
  - Total Calls responded 33
    - Narcotics 24
    - Tracking 03
    - Building search 01
    - Other 28
  
- Community Education/Committee appointments:
  - Community drug awareness to MTA
  - Presentations at McLaren Hospital for medical staff
  - Drug awareness presentations at Cheboygan County Schools
  - Appointed to 53<sup>rd</sup> Circuit Court Drug Court Panel
  - Bi-monthly Rx drug abuse task force meetings at NMSAS
  - Appointed 89<sup>th</sup> Dist Court OWI Court Panel Member
  
- Continuing Collaborative effort with the Cheboygan County Council on Aging:
  - Senior Safe / Community Awake Program
  
- Continued Wolverine Substation:
  - Thursdays Hours: 11:00am - 1:00pm





# CHEBOYGAN COUNTY SHERIFF DEPARTMENT

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- Continued success with Department minimum staffing on holidays
  - 2017 Requested: \$ 75,628      2017 Expended:      \$ 68,018
  - 2018 Requested: \$ 78,437      2018 Expended:      \$ 75,628



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# Cheboygan County

## Board of Commissioners' Meeting

April 23, 2019

**Title:** Resolution #19-06 Supporting HB 4227 – The Creation of a “Committee on Michigan’s Mining Future”.

**Summary:** Resolution to voice support to create a Committee on Michigan’s Mining Future to enhance the talent supply and demand needs of the Upper Peninsula.

**Financial Impact:** NA

**Recommendation:** Approve Resolution 19-06 and authorize the Chair to sign.

**Prepared by:** Jeffery B. Lawson

**Department:** Administration

CHEBOYGAN COUNTY RESOLUTION 19-06  
SUPPORTING HB 4227  
THE CREATION OF A "COMMITTEE ON MICHIGAN'S MINING FUTURE"

WHEREAS, the mining industry is a vital economic contributor, not just for Upper Peninsula, but for the State of Michigan, and

WHEREAS, it is in the best interest of the Upper Peninsula counties and the State of Michigan to strengthen and develop sustainable mining practices for the future, and

WHEREAS, it is of vital importance to enhance the talent supply and demand needs of the Upper Peninsula through strategic focus on talent retention and attraction to build a strong workforce for mining in the Upper Peninsula, and

WHEREAS, it is the intention of House Bill 4227 to create a Committee on Michigan's Mining Future to ensure a comprehensive plan focused on ferrous, non-ferrous, and aggregate mining industry needs such as infrastructure, transportation, energy, applied research, environmental quality, government policies, taxation, rural development, mining legacy cleanup funds, and communications and public outreach, and

WHEREAS, the proposed committee would be comprised of fifteen members with governor-appointed representatives from diverse areas of industry, state departments, environmental groups, tribal members and labor groups to meet the challenges and take advantage of the opportunities for the future.

THEREFORE, BE IT RESOLVED, that the Cheboygan County Board of Commissioners supports House Bill 4227 in the interest of strengthening and developing the future of Michigan mining practices, and

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to all counties in Michigan, the Upper Peninsula Commission for Area Progress (UPCAP), the Michigan Townships Association, the Michigan Association of Counties, Upper Peninsula legislators and Governor Whitmer.

Motion offered at a regular meeting of the Cheboygan County Board of Commissioners, Tuesday, April 23, 2018 by Commissioner \_\_\_\_\_ supported by Commissioner \_\_\_\_\_.

AYES:

NAYS:

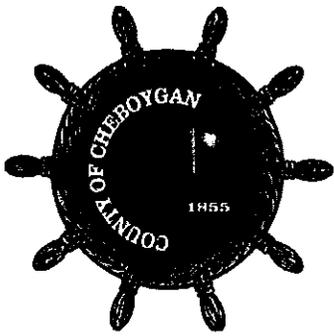
ABSTAINS:

ABSENT:

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John B. Wallace, Chairperson  
Cheboygan County Board of Commissioners

**RESOLUTION DECLARED ADOPTED**



# Cheboygan County Board of Commissioners' Meeting

April 23, 2019

<b>Title:</b> Cheboygan County Fire Association Firefighter Training.	
<b>Summary:</b> The Cheboygan County Fire Association would like to use the Fairgrounds Midway area for firefighter training on May 4 <sup>th</sup> , 2019  All of the participants will be required to sign a waiver of liability form.  Firefighters are covered by liability insurance and workman's comp of the sponsoring fire agency.	
<b>Financial Impact:</b> The Cheboygan County Fire Association is a nonprofit organization and is considered County Adult Nonprofit in our Fairgrounds Policy, therefore they will not be charged for the use of the Fairgrounds.	
<b>Recommendation:</b> Approve lease agreement as presented and authorize Chair to sign.	
<b>Prepared by:</b> Darian Hughey	<b>Department:</b> Maintenance Department

## FAIRGROUND EVENT AGREEMENT

THIS AGREEMENT is entered into by the parties to be effective on 04/03/2014 between Cheboygan County, a Michigan political subdivision, whose address is 870 South Main Street, PO Box 70, Cheboygan, Michigan 49721 ("County") and Cheboygan County Firefighters Association whose address is 12400 Laversness Trail Rd, Cheboygan, MI 49721.

For-profit Organization

Non-profit Organization

In consideration of the mutual covenants and promises contained herein the parties agree as follows:

### 1. DESCRIPTION

The County hereby agrees to allow Event Holder to use the Cheboygan County Fairgrounds, including the following buildings and areas: Midway and storage buildings/booms (the "Property") for the following period: the day of Saturday May 01, 2014

(the "Event Period").

### 2. POSSESSION AND USE OF PROPERTY

Event Holder may only use the Property during the Event Period for the following purpose(s): State of Michigan Firefighter Certification Testing

### 3. FEE AND DEPOSIT

The Event Holder shall pay to the County a fee of (\$ 0) for the use of the Property no less than four (4) weeks prior to the date of the Event Period. Provided, however, at the time this Agreement is signed the Event Holder shall pay to the County a non-refundable deposit equal to 25% of the fee specified herein, or \$100.00, whichever is greater. The Event Holder shall be given a credit toward the payment of the fee specified herein in the amount of the deposit paid.

### 4. ASSIGNMENT

This Agreement may not be assigned, in whole or in part, by the Event Holder.

### 5. REPAIR AND MAINTENANCE

Event Holder shall leave the Property in the same condition as the date that the Event is held.

### 6. IMPROVEMENTS

Event Holder shall not make any improvements to the Property unless it is approved in advance by the County Administrator in writing. The decision whether or not to

authorize any improvements shall be by the County Administrator in the exercise of his or her absolute discretion. If any improvements are authorized by the County Administrator, the improvements shall be done at the expense of the Event Holder and under such conditions as shall be set by the County Administrator.

## **7. FAIRGROUNDS USAGE & FEES POLICY**

The Event Holder hereby agrees to fully comply with the terms and conditions of the Cheboygan County Fairgrounds Usage & Fees Policy, attached hereto and incorporated herein by reference.

## **8. INSURANCE**

No less than eight (8) weeks before the Event Period begins the Event Holder shall provide to the County a certificate of insurance coverage meeting the requirements of the Cheboygan County Fairgrounds Usage & Fees Policy. Notwithstanding the requirements of the Cheboygan County Fairgrounds Usage & Fees Policy, the County Administrator, in consultation with the County's insurance provider, shall have the authority to require additional insurance coverage or higher liability limits based on the specific event to be held. Any such additional coverage or higher liability limits shall be specified in writing, signed by both parties, and attached to this Agreement.

## **9. INDEMNIFICATION**

The Event Holder shall indemnify and hold harmless the County, the Cheboygan County Fair, and their officers, agents, employees, volunteers, insurance companies, successors, and assigns for any claims made or damages in any way arising from Event Holder's use of the Property, violation of this Agreement, or violation of the Cheboygan County Fairgrounds Usage & Fees Policy, including the costs of any litigation or other legal proceeding and reasonable attorney's fees. This provision shall apply to any claims by the Event Holder, its agents or any third party.

## **10. MISCELLANEOUS**

- a. The Property shall not be used for any unlawful purpose.
- b. The Event Holder shall abide by all state and local laws in respect to the operation of the activities authorized in Paragraph 2 above on the Property and in respect to the manner in which it uses the Property.
- c. The Event Holder acknowledges that it has examined the Property prior to the execution of this Agreement, or has had an opportunity to do so, and that it knows the condition thereof. The Event Holder acknowledges that all representations as to the condition of the Property or the state of repairs thereof have been made by the County or its agent. Any representations regarding the Property are only set

forth in this Agreement and the Cheboygan County Fairgrounds Usage & Fees Policy. The Event Holder specifically accepts the Property in its present condition at the date of the execution of this Agreement and accepts the Property as being suitable for the activities authorized in Paragraph 2 above.

- d. This Agreement has been approved in advance by the Event Holder, and the Event Holder has or has had the opportunity to review this Agreement with legal counsel. If the Event Holder is a corporation, limited liability company, or other legal entity, its execution of this Agreement has been approved in advance in accord with its bylaws or organizational documents, and the party executing on behalf of the Event Holder has the legal authority to do so and to bind the Event Holder.
- e. If any provisions of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force or effect.
- f. This Agreement contains the entire agreement between the parties and any subsequent agreement made hereafter shall be ineffective to change, modify or discharge this Agreement, either in whole or in part, unless such an agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

IN WITNESS WHEREOF this Agreement has been executed to be effective on the day and year set forth above.

CHEBOYGAN COUNTY

By: \_\_\_\_\_

Its: Chairperson of the Cheboygan  
County Board of Commissions

EVENT HOLDER:

  
Signature Vice President

Name: Michael English  
Address: 1660 S. Extension Rd  
Cheboygan, MI 49721  
Phone: N/A  
Cell: (231) 420-1763  
Email: englishm7@gmail.com

**CHEBOYGAN COUNTY**  
**Waiver of Liability**

Description of Fairground Event: \_\_\_\_\_

Date of Fairground Event: \_\_\_\_\_

Participant's Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Name of Parent of Guardian (if Participant is under 18 years of age): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

In consideration of me or my child being permitted to participate in the above described Fairground Event and on behalf of myself or my minor child, I hereby waive, release, indemnify and hold harmless Cheboygan County, their officers, employees, volunteers, successors, and assigns from any claim for death, personal injury or property damage which may arise as a result of my participation in or the participation of my minor child in the above described Fairground Event. I understand that Cheboygan County, and the other parties being released are relying on this Waiver and I voluntarily make this Waiver of Liability. I also understand that my participation in or the participation of my minor child in the above described Fairground Event has risks associated with it, and I willingly accept that possibility of risk on behalf of myself or my minor child. This release binds my personal representative, estate, heirs and assigns, or my minor child's personal representative, estate, heirs and assigns.

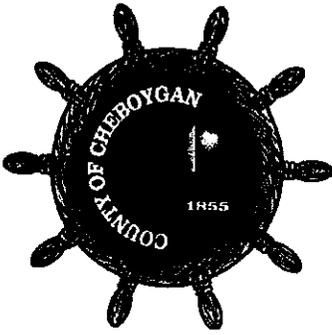
Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

(Parent/Guardian if under 18)

Date: \_\_\_\_\_



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# Cheboygan County Board of Commissioners' Meeting

April 23, 2019

**Title:** Fairgrounds Event Agreement for Cheboygan Junior Chiefs / Kiwanis

**Summary:** The Cheboygan Junior Chiefs would like the use of the grandstands, restrooms, and concession for a Burnout Competition the evening of June 15<sup>th</sup>, 2019.

**Financial Impact:** The Cheboygan Junior Chiefs are nonprofit organization and, therefore they will not be charged for the use of the Fairgrounds.

**Recommendation:** Approve Event Agreements as presented and authorize Chair to sign.

**Prepared by:** Darian Hughey

**Department:** Maintenance

**FAIRGROUND EVENT AGREEMENT**

THIS AGREEMENT is entered into by the parties to be effective on  
between Cheboygan County, a Michigan political  
subdivision, whose address is 870 South Main Street, PO Box 70, Cheboygan, Michigan  
49721 ("County") and Cheb. Youth Tackle Football aka Cheb. Junior Chiefs  
address is PO Box 5113, Cheboygan MI 49721

For-profit Organization

Non-profit Organization

In consideration of the mutual covenants and promises contained herein the parties agree as follows:

**1. DESCRIPTION**

The County hereby agrees to allow Event Holder to use the Cheboygan County Fairgrounds, including the following buildings and areas: Grandstand, restrooms, concession (the "Property") for the following period: Saturday, June 15, 2019 (the "Event Period").  
*(used with permission & in conjunction with Kiwanis)*

**2. POSSESSION AND USE OF PROPERTY**

Event Holder may only use the Property during the Event Period for the following purpose(s): tournament competition

**3. FEE AND DEPOSIT**

The Event Holder shall pay to the County a fee of (\$ 0 ) for the use of the Property no less than four (4) weeks prior to the date of the Event Period. Provided, however, at the time this Agreement is signed the Event Holder shall pay to the County a non-refundable deposit equal to 25% of the fee specified herein, or \$100.00, whichever is greater. The Event Holder shall be given a credit toward the payment of the fee specified herein in the amount of the deposit paid.

**4. ASSIGNMENT**

This Agreement may not be assigned, in whole or in part, by the Event Holder.

**5. REPAIR AND MAINTENANCE**

Event Holder shall leave the Property in the same condition as the date that the Event is held.

**6. IMPROVEMENTS**

Event Holder shall not make any improvements to the Property unless it is approved in advance by the County Administrator in writing. The decision whether or not to

authorize any Improvements shall be by the County Administrator in the exercise of his or her absolute discretion. If any improvements are authorized by the County Administrator, the improvements shall be done at the expense of the Event Holder and under such conditions as shall be set by the County Administrator.

#### **7. FAIRGROUNDS USAGE & FEES POLICY**

The Event Holder hereby agrees to fully comply with the terms and conditions of the Cheboygan County Fairgrounds Usage & Fees Policy, attached hereto and incorporated herein by reference.

#### **8. INSURANCE**

No less than eight (8) weeks before the Event Period begins the Event Holder shall provide to the County a certificate of insurance coverage meeting the requirements of the Cheboygan County Fairgrounds Usage & Fees Policy. Notwithstanding the requirements of the Cheboygan County Fairgrounds Usage & Fees Policy, the County Administrator, in consultation with the County's insurance provider, shall have the authority to require additional insurance coverage or higher liability limits based on the specific event to be held. Any such additional coverage or higher liability limits shall be specified in writing, signed by both parties, and attached to this Agreement.

#### **9. INDEMNIFICATION**

The Event Holder shall indemnify and hold harmless the County, the Cheboygan County Fair, and their officers, agents, employees, volunteers, insurance companies, successors, and assigns for any claims made or damages in any way arising from Event Holder's use of the Property, violation of this Agreement, or violation of the Cheboygan County Fairgrounds Usage & Fees Policy, including the costs of any litigation or other legal proceeding and reasonable attorney's fees. This provision shall apply to any claims by the Event Holder, its agents or any third party.

#### **10. MISCELLANEOUS**

- a. The Property shall not be used for any unlawful purpose.
- b. The Event Holder shall abide by all state and local laws in respect to the operation of the activities authorized in Paragraph 2 above on the Property and in respect to the manner in which it uses the Property.
- c. The Event Holder acknowledges that it has examined the Property prior to the execution of this Agreement, or has had an opportunity to do so, and that it knows the condition thereof. The Event Holder acknowledges that all representations as to the condition of the Property or the state of repairs thereof have been made by the County or its agent. Any representations regarding the Property are only set

forth in this Agreement and the Cheboygan County Fairgrounds Usage & Fees Policy. The Event Holder specifically accepts the Property in its present condition at the date of the execution of this Agreement and accepts the Property as being suitable for the activities authorized in Paragraph 2 above.

- d. This Agreement has been approved in advance by the Event Holder, and the Event Holder has or has had the opportunity to review this Agreement with legal counsel. If the Event Holder is a corporation, limited liability company, or other legal entity, its execution of this Agreement has been approved in advance in accord with its bylaws or organizational documents, and the party executing on behalf of the Event Holder has the legal authority to do so and to bind the Event Holder.
- e. If any provisions of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force or effect.
- f. This Agreement contains the entire agreement between the parties and any subsequent agreement made hereafter shall be ineffective to change, modify or discharge this Agreement, either in whole or in part, unless such an agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

IN WITNESS WHEREOF this Agreement has been executed to be effective on the day and year set forth above.

CHEBOYGAN COUNTY

By: \_\_\_\_\_  
*John B. Wallace*  
Its: Chairperson of the Cheboygan  
County Board of Commissions

EVENT HOLDER:

  
\_\_\_\_\_  
Signature

Name: DAVE CHARBONNEAU  
Address: PO Box 5113  
CHEBOYGAN MI 49721  
Phone: (231) 597-8698 (work)  
Cell: (231) 268-9518  
Email: cheboyganjuniorchiefs@gmail.com



# Cheboygan County

## Board of Commissioners' Meeting

April 23, 2019

**Title:** Indigent Defense Compliance Plan/Grant Application

**Summary:** Act No. 93 of 2013 established the Michigan Indigent Defense Commission to develop a system to provide indigent defendants in criminal cases with effective assistance of counsel. In 2017, the Michigan Department of Licensing and Regulatory Affairs approved the first four standards for the indigent criminal defense system. The standards are:

Standard 1- Provide continued Training and Education to indigent defense attorneys.

Standard 2- Initial Interview- Defendant must be provided opportunity to have an initial interview with defense counsel.

Standard 3- Investigation and Experts- Defense counsel may seek licensed investigators or seek expert witnesses to defend client if applicable.

Standard 4- Counsel at First Appearance- Defense counsel must be appointed to provide assistance to defendant as soon as defendant's liberty is restricted by the court as well as counsel provided at other critical stages of the case.

The County must apply for Compliance Plan and Cost Analysis Renewal for approval by the MIDC to receive funding for the 2019-2020. The County must provide base cost funding in the amount of \$144,515. All cost to provide indigent defense above the base cost will be paid by the State of Michigan upon approval of the unit's indigent defense plan in the amount of \$208,208.

**Financial Impact:** \$208,208 – Grant Funded through MIDC

**Recommendation:** Motion to approve the Cheboygan County Indigent Defense Compliance Plan/Grant Application for submittal to the Michigan Indigent Defense Commission and authorize the Chair to sign.

**Prepared by:** Judge Gauthier, Judge Barton, Jeffery B. Lawson and James Manko

**Department:** Circuit Court, District Court, Administration and Finance

## Compliance Planning Costs

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

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

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

## Submitter Information

Funding Unit/System Name: Cheboygan

County \_\_\_\_\_

Submitted By (include name, title, email address and phone number: Jeffery B. Lawson,  
Cheboygan County Administrator, [Adminlawson@cheboygancounty.net](mailto:Adminlawson@cheboygancounty.net)- 231627-8857

## Local Share

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

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

Yes |  No

If yes, please explain: Increase of 2.2% as indicated above.

## Attachments Submitted

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

## Standard 1

### Training of Attorneys

Number of attorneys as of October 1, 2019 Six (6)

Number of attorneys with less than 2 years of Michigan criminal defense experience as of October 1, 2019 None

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

If yes, please describe:

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

If yes, please describe:

## Standard 2

### Initial Attorney meetings

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How and when are defense attorneys notified of new assignments? Defense attorneys are notified daily of new assignments. For District Court, attorneys are notified by the prosecutor's office of new assignments. For circuit Court paper and I Chat information is given at tie of arraignment.

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How are you verifying that in-custody attorney visits occur within three business days? Each case is billed for time spent on the case. The billing must specify the date of arraignment/ appointment and the date the attorney met with the client.

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How are you verifying introductory communications from the attorney with defendants who are not in custody? The billing must specify that a letter was sent and the date sent.

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How are you compensating attorneys for this standard? Please provide details: Attorneys will be paid \$100.00 per hour for meeting with client and representing during arraignment.

## MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

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

If yes, please explain: An additional attorney has been added to the Public Defenders contract. This will decrease the chance of a conflict arising. A stand-by attorney is also available if needed to provide representation for clients at arraignment.

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

If yes, please explain: Initial interview increased in base contract for additional attorney cost for Attorney's support staff to schedule interviews; process necessary forms maintain records and produce billings. This was not factored into the Attorney's cost for the initial compliance plan cost.

### Confidential Meeting Spaces

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

Please explain or describe: Confidential meeting space is provided to attorney and client in room located between Jail and Court House.

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

Please explain or describe: Meeting space for in-custody clients provided above. Out-of-Court clients have confidential meeting spaces on first and second floor of Court House.

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

Please explain or describe:

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

Please explain or describe: No funding requested.

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If you had construction for meeting spaces in your FY19 plan, please provide an update on the construction project: Confidential meeting space located between Jail and Court House has been designed and contract awarded for completion by June 1<sup>st</sup> 2019.

No construction needed for first floor Public Defender Office/ confidential meeting space.

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### Standard 3

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#### Experts and Investigators

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

If yes, please explain or attach: The attorney needs to provide a letter requesting an expert and/or investigator. Once approved by MIDC Clerk the attorney can inform the expert/ investigator to provide service and submit for payment.

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Any change in the process from FY19?  Yes |  No

If yes, please explain:

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

If yes, please explain:

## Standard 4

### Counsel at First Appearance and Other Critical Stages

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How are you providing counsel at first appearance and other critical stages? Please provide details: All arraignments are being held by one of the Public Defender attorneys. If counsel is requested and appointed, the client's information is provided to the Public Defender Office for attorney assignment. If there is a conflict another attorney will be assigned from the list of available attorneys.

MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

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

If yes, please provide details: Only traffic related offenses can be processed by mail or at counter.

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

All attorneys are proposed to be paid \$100.00 per hour. On call with no arraignment is \$35.00 per hour. In office for a three hour period with no arraignment, attorney proposed to be paid \$100.00 per hour.

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

If yes, please explain:

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

If yes, please explain:

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

Yes |  No

If yes, please explain: If yes, please explain: Cost increasing due to the need to provide more hours of coverage per week to meet demand during the year.

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Personnel

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

If yes, please explain:

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

If yes, please explain: Additional correction officer hours requested to move inmates from cells to Attorney/Client meeting area.

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Any change in fringe benefits from FY19?  Yes |  No

If yes, please explain: Change in percentages and wage per hour cost due to cost increase.

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Supplies & Other

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Please list any supplies or equipment requested, and a brief explanation of need or use in FY20. Paper for printers and copier, service contract coverage for copier as well as toner and ink cost. Envelopes for mailings.

## Indigent Defense System Cost Analysis

Grant Year October 1, 2019 - September 2020

### Funding Unit Name (s)

Personnel	Position	Calculation hours and rate	Total	State Grant	Local Share	Other Funding Sources	Total
Tina Thomas	MIDC Secretary/Clerk	(7 hrs x 52 weeks) = 364 hrs x \$17.69	6,439.60		6,439.60		6,439.60
Corrections Officers	Jail Staff	(3 hrs x 52 weeks) = 156 hrs x \$22.76/hr	3,550.56		3,550.56		3,550.56
Corrections Officers	Jail Staff	(3 hrs x 52 weeks) = 156 hrs X \$34.14/hr overtime	5,325.84		5,325.84		5,325.84
Category Summary			15,316.00	0.00	15,316.00	0.00	15,316.00

Personnel Justification - List all positions to be funded by the grant budget ( state grant/local share). Please \* highlight all positions that are new personnel requests for FY2020 and provide justification for need. Additional staff time needed to move inmates from cells to secure Attorney/Client meeting area. Movement of inmates has occurred more than estimated ifrom original plan.

Fringe Benefits	Percentage	Amount	State Grant	Local Share	Sources	Total
Employer FICA	7.65%	1,171.60		1,171.60		1,171.60
Retirement-Clerical	16.71%	1,076.02		1,076.02		1,076.02
Retirement-Corrections	18.24%	1,619.04		1,619.04		1,619.04
Workers Compensation-Clerical	0.23%	14.80		14.80		14.80
Workers Compensation-Corrections	2.71%	240.54		240.54		240.54

Category Summary	45.54%	4,122.00	0.00	4,122.00	0.00	4,122.00
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Fringe Benefits Justification Cost identify standard benefit cost for Cheboygan County Employees.

**Contractual**

Contracts for Attorneys	Services Provided	Calculation hours and rate	Total	Other Funding			Total
				State Grant	Local Share	Sources	
Assigned Counsel	Indigent Defense	\$14,192/12 months	170,304.00	72,024.00	98,280.00		170,304.00
Assigned Counsel	Initial Interview	\$100/hr	22,000.00	11,000.00	11,000.00		22,000.00
Conflict Counsel	Initial Interview	\$100/hr	4,800.00	4,800.00			4,800.00
House Counsel	Arraignments	\$100/hrx17hr/wkx52	88,400.00	79,998.00	8,402.00		88,400.00
Conflict Counsel	Arraignments and other Critic:	\$100/hrx4hr/wkx52	20,800.00	20,800.00			20,800.00

Category Summary			306,304.00	188,622.00	117,682.00	0.00	306,304.00
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Contract Attorney Justification - list all possible rate scenarios for attorney contracts that apply (i.e. hourly, event based, annual contract paid monthly) and the type work whether generally indigent defense or specific like counsel at first appearance. Please \* highlight rates or attorney line requests that are a change from your FY19 approved contract and contract rates.

Contracts for Experts and Investigators	Services Provided	Calculation hours and rate	Total	Other Funding			Total
				State Grant	Local Share	Sources	
Investigators	Investigative Services	\$75/hr	4,500.00	4,500.00			4,500.00
Experts	Expert Services	MIDC Guideline Rate	5,500.00	5,500.00			5,500.00

Category Summary			10,000.00	10,000.00	0.00	0.00	10,000.00
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Experts and Investigators Justification - Provide explanation and justification if there are changes to the requested amounts for experts and investigators from the FY19 approved contract along with an explanation if requesting to adjust the rates from your FY19's approved contract rates.

Contracts for Construction Projects	Services Provided	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
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Category Summary			0.00	0.00	0.00	0.00	0.00
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Construction Project Justification - Provide as much detail as possible for the requested construction project identifying the need for the construction project, the component costs if possible, whether an estimate or if you were provided a documented quote. Attach a separate document if needed. Please attach the quote to the submission of the application.

Contracts Other	Services Provided	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
Office Space	Office Space County Building	2 276 sq.ft.x\$12 per sq.ft	3,312.00	3,312.00			3,312.00

Category Summary			3,312.00	3,312.00	0.00	0.00	3,312.00
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Contracts Other Justification - Provide justification for all other contract costs associated with the local indigent defense system with a \* highlight to new request for FY20. Original plan to provide meeting area for attorney and clients from room also used a Jury Board Office. Space is now 100% utilized for indigent defense office. Also includes space for dedicated meeting room in Jail.

Equipment	Vendor	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
Phones	To be bid		3,000.00		3,000.00		3,000.00

Category Summary			3,000.00	0.00	3,000.00	0.00	3,000.00
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Equipment Justification - Provide justification for new equipment requests for FY20 Purchase of two new phones to integrate with County Phone System.

Training/Travel	Vendor	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
Membership Fees	SADO	\$50x8	400.00	400.00			400.00
Registration Fees	CDAM	\$225 x 8	1,800.00	1,800.00			1,800.00
Mileage		\$.34/4000 miles	1,360.00		1,360.00		1,360.00
Hotels		\$125/night	3,000.00	3,000.00			3,000.00
Meals		\$44.75/day	1,074.00	1,074.00			1,074.00

Category Summary			7,634.00	6,274.00	1,360.00	0.00	7,634.00
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Training and Travel Justification - Provide travel and training justification and \*highlight new or changed requests for FY20. Required MIDC Training.

Supplies/Services	Vendor	Calculation	Total	State Grant	Local Share	Other Funding	
						Sources	Total
Copier	Vary		400.00		400.00		400.00
Postage	Cheboygan County		635.00		635.00		635.00
Office Supply- Paper Etc.	Vary		2,000.00		2,000.00		2,000.00
Category Summary			3,035.00	0.00	3,035.00	0.00	3,035.00
Supplies Justification - Provide justification for supplies requests and *highlight new or changed requests for FY20. Office and supplies needed for operation. Maintenance and supplies for copier.							
Budget Total			352,723.00	208,208.00	144,515.00	0.00	352,723.00