

NOTICE OF PONTIAC CITY COUNCIL MEETING

November 17, 2020

at 6:00 p.m.

THE MEETING WILL BE HELD ELECTRONICALLY

The City Council of the City of Pontiac will hold a Study Session on November 17, 2020 at 6:00 p.m. This meeting will be held electronically as allowed by the amended Open Meetings Act. The agenda for the Study Session is attached. The Pontiac City Council gives notice of the following:

1. **Procedures.** The public may view the meeting electronically through the following method.
<http://pontiac.mi.us/council/pontiacvtv/index.php>
2. **Public Comment.** For individuals who desire to make a public comment, please submit your name and comment in writing to publiccomments@pontiac.mi.us. Additionally, you may submit your public comment in writing directly to the Office of the City Clerk during regular business hours. All public comments must be received no later than 5:30 p.m. on November 17, 2020. Public comments are limited to three (3) minutes. The City Clerk will read your comments during the public comment section of the meeting.
3. **Persons with Disabilities.** Persons with disabilities may participate in the meeting through the methods set forth in paragraph 2. Individuals with disabilities requiring auxiliary aids or services in order to attend electronically should notify the Interim City Clerk, Garland Doyle at (248) 758-3200 or clerk@pontiac.mi.us at least 24 hours in advance of the meeting.

Dated 11-13-2020, 5:00 p.m.

Garland S. Doyle, Interim City Clerk

City of Pontiac

47450 Woodward Ave. Pontiac, MI 48342 Phone: (248) 758-3200

PONTIAC CITY COUNCIL

Kermit Williams, District 7
President
Randy Carter, District 4
President Pro Tem



Patrice Waterman, District 1
Megan Shramski, District 2
Mary Pietila, District 3
Gloria Miller, District 5
Dr. Doris Taylor Burks, District 6

It is this Council's mission "To serve the citizens of Pontiac by committing to help provide an enhanced quality of life for its residents, fostering the vision of a family-friendly community that is a great place to live, work and play."

Website: http://pontiac.mi.us/council/meeting_agendas_and_minutes/index.php

STUDY SESSION

November 17, 2020

6:00 P.M.

200th Session of the 10th Council

Call to order

Roll Call

Authorization to Excuse Councilmembers

Amendments to and Approval of the Agenda

Approval of the Minutes

1. November 10, 2020

Closed Session

2. The City Attorney requests a closed session pursuant to MCL 15.268(h), to discuss an attorney-client privileged memorandum regarding the Phoenix Center and Ottawa Towers, which is exempt from disclosure pursuant to MCL 15.243(1)(g).

Public Comment

Special Presentations (Special Presentations are limited to 10 minutes.)

3. General Election Report
Presentation Presenter: Garland Doyle, Interim City Clerk
4. DPW Sidewalk Repair
Presentation Presenters: Mayor Deirdre Waterman Dan Ringo, Interim DPW Director; Abdul Siddiqui, City Engineer and John Balint
5. Michigan Department of Transportation (MDOT)- Crash Study for Perry Street
Presentation Presenters: Mayor Deirdre Waterman; Dan Ringo, Interim DPW Director; Abdul Siddiqui, City Engineer and John Balint

Agenda Items

Garland S. Doyle, M.P.A., Interim City Clerk

Office of the City Clerk 47450 Woodward Pontiac, Michigan 48342 Phone (248) 758-3200

Website: <http://pontiaccityclerk.com>

Resolutions**Department of Public Works (DPW)**

6. Resolution to authorize the Interim City Clerk to publish a notice for the proposed budget amendment for fiscal year 2020/2021 to reallocate \$125,700.00 of the Council adopted budgeted expenditures from the General Fund's Park's Ground Maintenance Department (101-818) to Contractual Mowing Services expenditure accounts within the General Fund's Park's Ground Maintenance Department (101-818), Major Streets Fund (202-463), and Local Streets Fund (203-463).

50th District Court

7. Resolution to approve the Michigan Indigent Defense Commission (MIDC) FY 2021 Grant Contract with an authorized total budget of \$ \$660,703.69.

Finance/Human Resources

8. Resolution to hire T.J. Adams & Associates as Executive Search firm for Provision of Executive Recruiting Services to seek qualified candidates for the vacant Deputy Mayor position.

Communication from the City Clerk

9. Medical Marihuana Monthly Application Review Process Update

Adjournment

#1

MINUTES

November 10, 2020 Formal

**Official Proceedings
Pontiac City Council
198th Session of the Tenth Council**

Call to order

A Formal Meeting of the City Council of Pontiac, Michigan was called to order electronically on Tuesday, November 10, 2020 at 12:00 p.m. by Council President Kermit Williams.

Invocation – Councilmember Waterman

Pledge of Allegiance

Roll Call

Members Present: Carter, Pietila, Shramski, Waterman and Williams.

Members Absent: Miller and Taylor-Burks

Mayor Waterman was present.

Clerk announced a quorum.

Excuse Councilmembers

20-505 **Excuse Councilperson Miller and Councilperson Taylor-Burks for personal reasons.**
Moved by Councilperson Waterman and second by Councilperson Pietila.

Ayes: Pietila, Shramski, Waterman, Williams and Carter

No: None

Motion Carried

Amendments to and Approval of the Agenda

20-506 **Motion to defer item 7 (Michigan Department of Transportation (MDOT) - Crash Study for Perry Street) until next week and move item 8 (Resolution to authorize the Interim City Clerk to publish a notice for the proposed budget amendment for fiscal year 2020/2021 to reallocate \$125,700.00 of the Council adopted budgeted expenditures from the General Fund's Park's Ground Maintenance Department (101-818) to Contractual Mowing Services expenditure accounts within the General Fund's Park's Ground Maintenance Department (101-818), Major Streets Fund (202-463), and Local Streets Fund (203-463) and item 9 (Resolution to approve the budget amendment for the Finance Director salary) before item 4 (The City Attorney requests a closed session pursuant to MCL 15.268(h) to discuss an attorney-client privileged memorandum regarding the Phoenix Center and Ottawa Towers which is exempt from disclosure pursuant to MCL 15.243(1)(g). Moved by Councilperson Pietila and second by Councilperson Waterman.**

Ayes: Pietila, Shramski, Waterman, Williams and Carter

No: None

Motion Carried

20-507 **Motion to approve the amended agenda.** Moved by Councilperson Pietila and second by Councilperson Waterman.

Ayes: Shramski, Waterman, Williams, Carter and Pietila

No: None

Motion Carried

November 10, 2020 Formal

Approval of the Minutes

20-508 **Approval of minutes for November 5, 2020.** Moved by Councilperson Pietila and second by Councilperson Shramski.

Ayes: Waterman, Williams, Pietila and Shramski

No: Carter

Motion Carried.

Resolution

Finance

20-509 **Resolution to approve the budget amendment for the Finance Director salary.**
Moved by Councilperson Shramski and second by Councilperson Waterman.

Ayes: Waterman, Williams, Pietila and Shramski

No: Carter

Resolution Failed

Note: Per the City Charter, budget amendments require 5 affirmative votes.

Closed Session

20-510 **Motion to go into a closed session.** Moved by Councilperson Pietila and second by Councilperson Waterman.

Ayes: Williams, Carter, Pietila, Shramski and Waterman

No: None

Motion Carried

20-511 **Motion to come out of closed session.** Moved by Councilperson Pietila and second by Councilperson Waterman.

Ayes: Pietila, Shramski, Waterman and Williams

No: None

Motion Carried

Recognition of Elected Officials – None

Agenda Address - None

20-512 **Motion to schedule a special meeting on Monday, November 16, 2020 at 12:00 p.m.**
Moved by Councilperson Pietila and second by Councilperson Shramski.

Ayes: Pietila, Shramski, Waterman and Williams

No: None

Motion Carried

20-513 **Motion to defer Special Presentations (General Election Report & DPW Sidewalk Repair) until next week.** Moved by Councilperson Waterman and second by Councilperson Pietila.

Ayes: Pietila, Shramski, Waterman and Williams

No: None

Motion Carried

November 10, 2020 Formal

Public Comment

Two (2) individuals submitted public comments read by the City Clerk.

Mayor, Clerk and Council Closing Comments

Mayor Deirdre Waterman, Legislative Counsel Sharpe, Councilmember Shramski, Councilmember Pictila, Councilmember Waterman and Council President Williams made closing comments.

Adjournment

Council President Kermit Williams adjourned the meeting at 1:58 p.m.

GARLAND S DOYLE
INTERIM CITY CLERK

DRAFT

#2

**CLOSED
SESSION**

Pontiac City Council Resolution



Whereas, Michigan Open Meetings Act Section B(h), MCL 15.268(h), allows a public body to go into closed session to consider material exempt from discussion or disclosure by state or federal statute; and

Whereas, Michigan Freedom of information Act Section 13(g) exempts from disclosure records subject to the attorney-client privilege;

Now, Therefore, Be It Resolved by the Pontiac City Council that it recess into closed session to discuss an attorney-client privileged memorandum regarding the Phoenix Center and Ottawa Towers, which is exempt from disclosure pursuant to MCL 15.243(1)(g).

#3

**SPECIAL
PRESENTATION**



WORKING TO ENSURE EVERYONE CAN VOTE IN 2020

Office of the City Clerk General Election – November 3, 2020 Report

Garland Doyle
Interim City Clerk

EXTENDED HOURS

The Clerk's Office was open for an additional 85.5 hours (extended & weekend hours) to serve the public.

- **Weekday Hours**

- **Monday – Thursday October 5th – 29th 8:30a.m. – 8:00p.m.**
- **Friday October 30th 8:30a.m. – 8:00p.m.**

- **Weekend Hours (Open the Last Three Weekends Before the Election)**

Saturday, October 17th 10:00a.m. – 2:00p.m.

Saturday, October 24th 9:00a.m. – 1:00p.m.

Sunday, October 25th 10:30a.m. – 2:30p.m.

Saturday, October 31st 9:00a.m. – 4:00p.m.

Sunday, November 1st 9:00a.m. – 4:00p.m.

SERVICE TEAM



**CITY CLERK
SERVICE TEAM**

The Service Team has visited:

- Residences
- Shelters
- Hospitals
- Senior Communities

The Service Team serviced 48 voters with absentee ballots.



Office of the City Clerk

7 Drive Up Ballot Drop Boxes

Locations

Bowens Center 52 Bagley 48341 – District 1

City Hall 47450 Woodward 48342 – District 7

Fire Station 787 W Huron 48341 – District 2

Herrington Elementary 541 Bay 48342 – District 5

Kennedy/Owen School 1700 Baldwin 48340 – District 4

Ruth Peterson Center 990 Joslyn – District 6

Walt Whitman Elementary 125 W Montcalm 48342 – District 3

Hours

24 Hours Daily

24 Hours Daily

24 Hours Daily

Mon. – Fri. 6:00a.m. – 6:00p.m.

24 Hours Daily

24 Hours Daily

24 Hours Daily

- Voters can drop their ballots in any of the drop boxes.

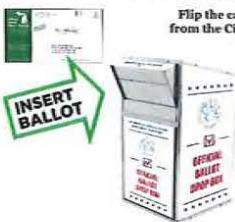


MAILINGS

AV Postcard

Remember Don't Delay Return Your Ballot Early!

Flip the card over for an important message from the City Clerk about your Absentee Ballot.



VOTE NOV 3RD OR BY ABSENTEE BALLOT

Sample Ballot

Garland S. Doyle, Pontiac City Clerk
47450 Woodward
Pontiac, MI 48348

PROHIBITED
VIOLATION
P A I D
BY THE PUBLIC

**Vote November 3rd
at your assigned
polling location or
by absentee ballot
now through
November 2nd
at 4:00pm**

Garland Doyle
Pontiac City Clerk

Important message from the City Clerk

Dear Voter:

You can choose to vote by absentee ballot now through November 2nd at 4:00 p.m. or at your assigned polling location on Election Day November 3rd between 7:00 a.m.-8:00 p.m.

In order to vote by absentee ballot, you will need to complete an absent voter application. After you complete your application, please return it to the City Clerk's Office so you can be issued an absentee ballot by mail or in-person.

We have extended our office hours to make it more convenient for you to vote in-person.

If you choose to wait and vote at your assigned polling location on Election Day November 3rd, we will be practicing social distancing at each one of our polling locations. In addition, we will be regularly sanitizing our polling stations.

On the other side of this card is a sample ballot for you to review prior to voting.

I encourage everyone to vote.

Your one vote matters.

Pontiac Polling Locations

New Bethel Baptist Church
124 Branch Street
Precincts: 1, 2 & 3

Bowens Center
52 Bowley St
Precincts: 4, 5 & 6

Baldwin Center
212 Baldwin Ave
Precincts: 7 & 8

Alcott Elementary
460 W. Kennard Rd
Precincts: 9 & 10

Kennedy Jr. High - 11 & 12
1200 Baldwin Rd
Precincts: 11 & 12

Pontiac High
1055 Airway
Precincts: 13 & 14

Harrington Elementary
541 Bay St
Precinct: 15

Pontiac Middle School
1275 N Perry
Precincts: 16, 17 & 18

Salvation Army
469 Mount Luther Home Jr Blvd S
Precincts: 19, 20 & 21

Where's my polling place?
visit Michigan.gov/vote
or call (482) 758-3200

Contact Your City Clerk (248) 758-3200

✉ clerk@pontiac.mi.us

📧 /PontiacClerk

📱 /PontiacCityClerk

📍 Pontiac City Clerk

<http://pontiaccityclerk.com>

Extended Office Hours
Mon-Fri 8:30am-8:00pm
Sat & Sun 9:00am-4:00pm

Remember to
return your
Absentee Ballot
to the Clerk's
Office or drop-
box no later
than 8:00p.m.
on Nov. 3rd
Election
Day to count

Drive-Up Official Ballot Dropbox Locations:

- ✉ Bowens Center 52 Bagley
- ✉ City Hall 47450 Woodward
- ✉ Fire Station 787 W Huron
- ✉ Harrington Elementary 541 Bay
- ✉ Kennedy/Owen School 1700 Baldwin
- ✉ Ruth Patterson Center 990 Joslyn
- ✉ Walt Whitman Elementary 125 W Northcreek

DROP BOXES OPEN 24 HOURS A DAY
*Harrington Elementary Mon-Fri 9:00am-6:00pm

PONTIAC SAMPLE BALLOT

[illegible]

OUR DEMOCRACY HEROES



Office Temps

- Mary Castro
 - Pam Hottle
 - Janet Jimenez
 - Solomon Marve
 - Lashunda Reece
 - Sylvia Campbell
- Charita Wright
 - Alicia Carpenter
 - Kendall Wright
 - Kailah Ornsby
 - Derrick Hardy
 - Letyna Roberts
- Election Day Workers
 - 203



ABSENTEE AND POLLS VOTER TURNOUT

AV BALLOTS	AUG Ballots Issued	AUG Ballots Returned	AUG Return Rate	NOV Ballots Issued	NOV Ballots Returned	NOV Return Rate
2016 - Presidential	1859	1647	89%	4769	4604	97%
2020 - Presidential	8004	5925	74%	16,501	15,177	92%

Voter Turnout	AUG AV	AUG Polls	TOTAL	Primary Voter Turnout	NOV AV	NOV AV %	NOV Polls	NOV Polls %	TOTAL	General Voter Turnout
2016 - Presidential	1647	2287	3934	8.54%	4604	23%	15,539	77%	20,143	43.73%
2020 - Presidential	5925	3008	8933	19.39%	15,177	67%	7,370	33%	22,547	46.69%

Number of Registered Voters in Pontiac – 48,296

VOTER TURNOUT 2016 V 2020 PRECINCTS

Precinct	2016 Voted	2016 Percent	2020 Voted	2020 Percent
1	1453	52.15%	1463	49.53%
2	895	40.19%	1023	42.97%
3	1196	62.65%	1295	60.43%
4	941	52.66%	1142	59.45%
5	928	48.79%	1045	51.63%
6	1027	48.81%	1215	51.29%
7	382	29.23%	466	32.20%
8	917	34.67%	1127	43.92%
9	648	37.72%	715	39.37%
10	239	43.61%	290	45.38%
11	1418	46.60%	1680	51.68%
12	1052	42.68%	1244	48.77%
13	1125	55.67%	1267	56.16%
14	768	42.60%	902	43.89%
15	1267	51.44%	1325	49.91%
16	1151	46.90%	1280	48.63%
17	849	37.57%	907	36.53%
18	471	25.27%	603	28.73%
19	1059	38.73%	1147	39.77%
20	1113	51.48%	1178	51.35%
21	1244	44.19%	1233	42.87%

*Canvass Pcts 7, 8, 9, 10 & 18

MEDIA

(ELECTRONIC, PRINT AND RADIO)

- | | | |
|----------------------------------|---|---|
| ▪ Detroit News | – | Absentee Voting |
| ▪ Voters not Politicians website | – | Extended Hours |
| ▪ Oakland Press | – | Extended Hours |
| ▪ Bridge Michigan | – | Ballot Drop Boxes |
| ▪ Associated Press | – | Increase in Absentee Voting and Poll Monitors |
| ▪ New York Times | – | Poll Monitors |
| ▪ Mix 92.3 FM Talk of the Town | – | Voting in Michigan |

Fraternities

Polling Locations

Secretary of State

City Council

Election Workers

THANK YOU

Pontiac
School
District

Advisory Committee

Community Partners

Clerk's Office Staff

City Administration

Clergy

Volunteers

Mayor

Sororities

Website: <http://pontiaccityclerk.com>



Pontiac City Clerk



PontiacClerk



Pontiac City Clerk



Pontiac City Clerk

#4

**SPECIAL
PRESENTATION**

The background of the slide is a close-up photograph of a light gray concrete surface. It features several prominent, dark, irregular cracks that run across the frame, particularly on the left side. There are also numerous small, dark specks and spots of discoloration scattered throughout the concrete, giving it a textured and aged appearance.

DPW Special Presentation

City Sidewalk Program

October 27, 2020

Sidewalk Assets

- Approximately 420 Miles of Sidewalk
 - 120 Miles along major streets (sidewalks addressed with road construction)
 - 300 Miles along local streets (subject of this presentation)
- High volumes of pedestrian traffic

History

- Primarily CDBG funds used (\$250,000 - \$400,000 annually) in early 2000s
- No funds applied to sidewalks from 2009 to 2017 (focus on demo)
- \$650,000 from 2017 CDBG used to repair sidewalks in 2019 construction season
 - Worst areas determined by informal survey
 - Addressed all sidewalk complaints received prior to bid
 - Approximately 3600 flags replaced
- \$150,000 in 2019 for horizontal sawcutting (grinding) of sidewalk edges raised less than 2 inches
- See map

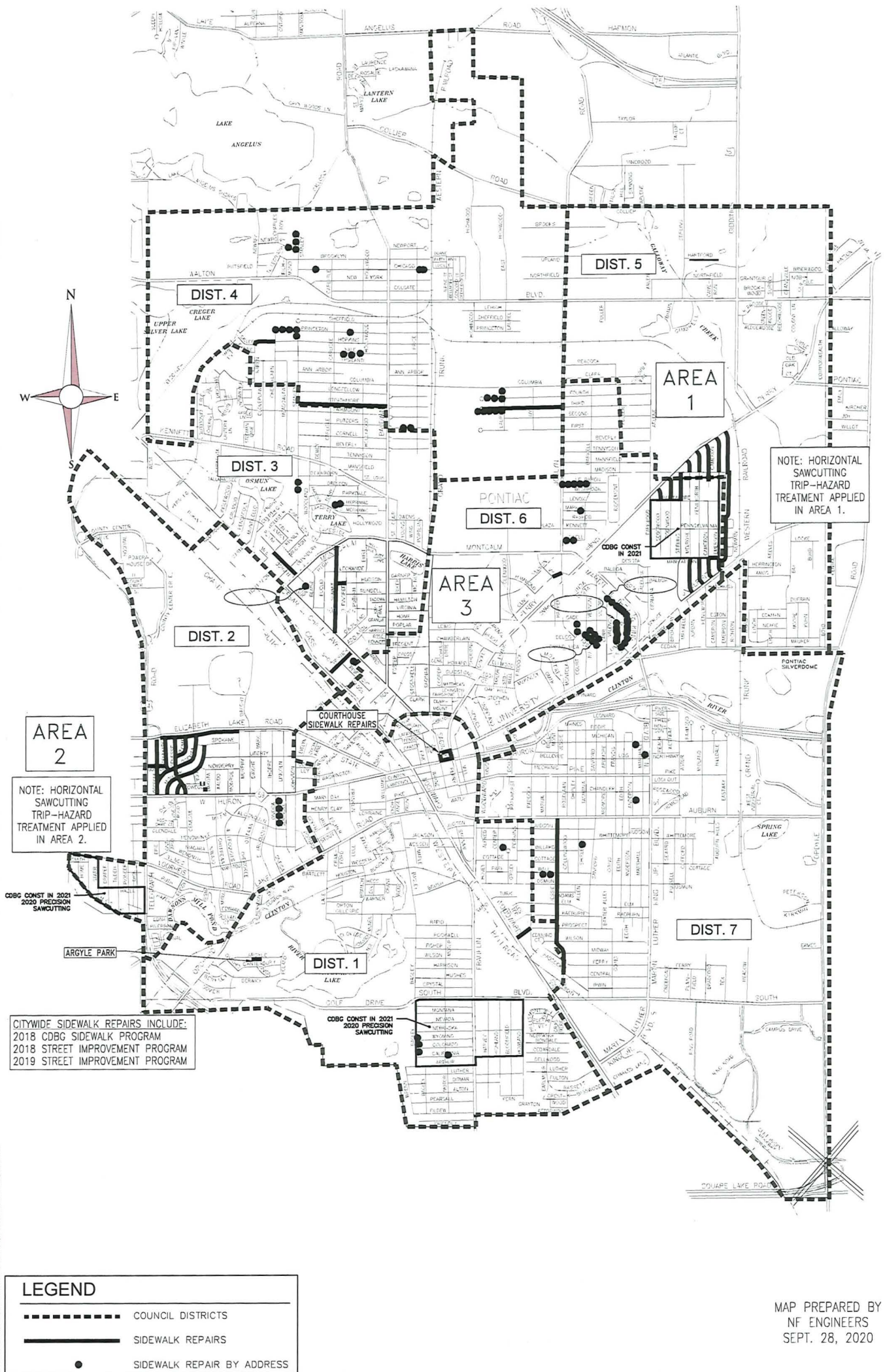
Current

- \$100,000 from 2019 CDBG plus \$256,000 from 2020 CDBG
 - Approximately 1900 flags (depends on bid)
 - Proposed areas shown on map
 - Approximately 900 flags
 - Determined by informal survey to be worst areas
 - Also address complaints city-wide until funds are exhausted
 - Enter complaints in Cityworks
 - Potentially up to \$250,000 more to be repurposed from Carriage Circle CDBG funds
- \$100,000 approved in Local Roads fund for horizontal sawcutting in 2020 ahead of CDBG sidewalk replacement
- Bid in Fall/Winter 2020
- Construction starts Spring 2021

Future

- Set up a formal, objective process for ongoing inspection and rating of the condition of sidewalks throughout the City
 - Incorporate into asset management system (Cityworks)
 - Prepare ADA Transition Plan to upgrade all curb ramps to ADA standard to avoid potential litigation
- Based on findings of city-wide inspection and rating, determine cost of overall repairs needed and prepare plan to address the needs
 - Plan may include special assessment, since the City's Municipal Code holds the abutting property owner responsible for maintaining the sidewalk and drive approach in good repair (102-126)
 - CDBG funds utilized for repair of sidewalk damaged by trees planted in right of way
 - CDBG funds utilized to upgrade curb ramps to ADA standard

2018 - 2020 CITY WIDE SIDEWALK REPAIRS CITY OF PONTIAC, MICHIGAN



#5

**SPECIAL
PRESENTATION**

DPW Special Presentation

Perry St Road Diet

November 10, 2020

History

- MDOT mill and fill project for Perry St in 2018/2019
- City of Pontiac's Complete Streets Master Plan (CSMP) adopted by City Council on January 4, 2017
 - Result of extensive public outreach to improve connectivity in the City and improve safety for pedestrians and bikes
 - Calls for buffered bike lanes on Perry
- MDOT proposed installing the buffered bike lanes per the CSMP through the mill and fill project
 - MDOT held public meeting to present the road diet plan and received no objections
- City Council passed a resolution on October 30, 2018 supporting the reduction of Perry St to 3 lanes and installation of bike lanes on both sides

Conditional Approval

- City Council's support conditioned on review of safety after 9 months
 - If safety proven to deteriorate, MDOT would revert to original configuration
- MDOT promised to collect and provide crash data post-construction

Post-Construction

- Final pavement markings completed in June 2019
- MDOT provided crash data as promised
 - No fatal crashes in one year post construction
 - One serious injury crash in one year post construction (two annually in previous years)
 - One crash involving bicycle and one crash involving pedestrian
 - Slight increase in rear-end crashes as drivers get used to new configuration
 - Increased traffic due to closure of I-75
- Travel time increase of less than 30 seconds daily on average
- MDOT working with RCOC to adjust signal timings to improve flow

Conclusion

- Crashes not worse than pre-construction
 - Dedicated facilities for bikes, pedestrians, and vehicles
 - No major capacity issues
 - Recommend maintaining road diet per CSMP since safety has not worsened
- Ask MDOT to continue data collection until end of October 2021
 - If no noticeable increase in crashes by October 2021, maintain new configuration

PR #674007 (0.462-2.94)

CS #63091

Post Road Diet Monthly Crash Data/Perry St.

	June (15-30) 2019	July-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
Total # of crashes	7	15	12	12	4	10	3	6	6	5	1	4	5
Crashes by severity													
Fatal (K)	0	0	0	0	0	0	0	0	0	0	0	0	0
Incapacitating (A)	0	0	0	1	0	0	0	0	0	0	0	0	0
Non-Incapacitatin (B)	4	0	3	1	0	1	0	1	1	1	1	0	0
Crashes by type													
Angle driveway	0	0	1	1	0	0	0	0	0	1	0	0	0
Angle straight	1	3	1	1	0	1	0	1	2	0	0	1	1
Angle turn	0	1	1	2	1	0	0	0	1	0	1	0	2
Animal	0	0	0	0	0	0	0	0	0	0	0	0	0
Backing	0	0	0	0	1	1	0	0	0	0	0	0	0
Bicycle	0	0	0	0	0	0	0	0	0	0	0	0	1
Fixed object	0	0	1	0	0	0	0	0	1	1	0	1	1
Head-on	0	0	0	0	1	0	0	0	0	0	0	0	0
Head-on LT driveway	0	0	0	0	0	0	0	0	0	0	0	0	0
Head-on LT non-driveway	0	0	1	1	0	2	0	0	1	0	0	0	0
Hit train	0	0	0	0	0	0	0	0	0	0	0	0	0
Misc. multiple vehicle	0	0	0	0	0	0	1	0	0	0	0	0	0
Misc. single vehicle	0	0	0	1	0	0	0	0	0	0	0	0	0
Other driveway	0	1	0	0	0	0	1	0	0	0	0	0	0
Other object	0	0	0	0	0	0	0	0	0	0	0	0	0
Overturn	0	0	0	0	0	0	0	0	0	0	0	0	0
Parking	0	0	0	0	0	0	0	0	0	0	0	0	0
Pedestrian	0	0	0	0	0	1	0	0	0	0	0	0	0
Rear-end driveway	0	0	0	0	0	0	0	0	0	0	0	0	0
Rear-end left turn	0	0	0	0	0	0	0	0	0	0	0	0	0
Rear-end right turn	0	1	0	1 (A)	0	2	0	0	0	0	0	0	0
Rear-end straight	4	9	7	4	1	1	1	4	1	1	0	1	0
Side swipe opposite	0	0	0	0	0	1	0	0	0	2	0	0	0
Side swipe same	2	0	0	1	0	1	0	1	0	0	0	1	0

#6

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President Kermit Williams, and City Council Members

FROM: Dan Ringo, DPW Director, and Mayor Deirdre Waterman

CC: Irwin Williams, Interim Finance Director

DATE: October 27, 2020

RE: **Resolution to approve a budget amendment for fiscal year 2020/2021 to reallocate \$125,700.00 of the Council adopted budgeted expenditures from the General Fund's Park's Ground Maintenance Department (101-818) to Contractual Mowing Services expenditure accounts within the General Fund's Park's Ground Maintenance Department (101-818), Major Streets Fund (202-463), and Local Streets Fund (203-463).**

As of October 27, 2020, the DPW Director of the City of Pontiac, Dan Ringo, requested that the City Council approve a budget amendment to reallocate a portion of the fiscal year 2020/2021 Council adopted budgeted expenditures to be used to pay vendors for Contractual Mowing Services. The DPW Director recommends reallocating available funds from the General Fund's Park's Ground Maintenance Department (101-818) to Contractual Mowing Services expenditure accounts within the General Fund's Park's Ground Maintenance Department (101-818), Major Streets Fund (202-463), and Local Streets Fund (203-463).

The detailed budget amendment is as follows: \$70,000.00 from Recreation Supplies – Parks account 101-818-745.012, \$55,700.00 from Other Professional Services account 101-818-818.000, \$107,000.00 into Contractual Mowing Services account 101-818-818.006, \$18,000.00 into Contractual Mowing Services account 202-463-818.006, and lastly \$700.00 into Contractual Mowing Services account 203-463-818.006.

The reallocation of funds is necessary because current budgeted funds in the Contractual Mowing Services accounts are not enough to pay vendors for a full year of service. The reallocation of these funds ensures that the City of Pontiac will have enough budgeted expenditure amounts within the Contractual Mowing Services accounts to properly pay vendors for mowing services throughout fiscal year 2020/2021.

As such, the following resolution is recommended for your consideration:

Whereas, as of October 27th, 2020 the City of Pontiac's DPW Director requested that the City Council approve a budget amendment for reallocating fiscal year 2020/2021 Council adopted budgeted expenditures to be used to pay for Contractual Mowing Services; and

Whereas, current budgeted funds in the Contractual Mowing Services accounts within the General Fund's Park's Ground Maintenance Department (101-818), Major Streets Fund (202-463), and Local Streets Fund (203-463) will not be enough to pay for a full year of these services within fiscal year 2020/2021; and

Whereas, the reallocation of these funds ensures that the City of Pontiac will have enough budgeted expenditure amounts within the Contractual Mowing Services accounts to properly pay vendors for mowing services throughout fiscal year 2020/2021.

NOW THEREFORE, be resolved that the City Council hereby authorizes the Interim City Clerk to publish a notice in a newspaper of general circulation at least one week before consideration of the proposed budget amendment for fiscal year 2020/2021 to reallocate \$125,700.00 of the Council adopted budgeted expenditures from the General Fund's Park's Ground Maintenance Department (101-818) to Contractual Mowing Services expenditure accounts within the General Fund's Park's Ground Maintenance Department (101-818), Major Streets Fund (202-463), and Local Streets Fund (203-463). The breakout of these funds into accounts is as follows; \$70,000.00 from Recreation Supplies – Parks account 101-818-745.012, \$55,700.00 from Other Professional Services account 101-818-818.000, \$107,000.00 into Contractual Mowing Services account 101-818-818.006, \$18,000.00 into Contractual Mowing Services account 202-463-818.006, and lastly \$700.00 into Contractual Mowing Services account 203-463-818.006. The total funds amount of \$125,700.00 are to be used to pay for Pontiac's Contractual Mowing Services during fiscal year 2020/2021.

Attachment

GL NUMBER	DESCRIPTION	2020-21		AVAILABLE BALANCE	COUNCIL REQUESTED BUDGET AMENDMENT	AVAILABLE BALANCE POST BUDGET AMENDMENT
		ORIGINAL BUDGET	YTD BALANCE AS OF 10.27.20			
101-818-745.012	Recreation Supplies - Parks	70,000.00	0.00	70,000.00	(70,000.00)	0.00
101-818-818.000	Other Professional Services	85,000.00	10,384.00	74,616.00	(55,700.00)	18,916.00
101-818-818.006	Contractual Mowing Services	100,000.00	69,833.00	30,167.00	107,000.00	137,167.00
202-463-818.006	Contractual Mowing Services	35,000.00	27,015.00	7,985.00	18,000.00	25,985.00
203-463-818.006	Contractual Mowing Services	15,000.00	12,631.00	2,369.00	700.00	3,069.00
		305,000.00	119,863.00	185,137.00	0.00	185,137.00

Budget Amendment Request

Contractual Mowing Services

Why the request five months into the fiscal year?

- Increased mow amount approved by council was not budgeted by DPW as it should have been for FY21.
- Prior fiscal year budget dollar amount was used and quickly exhausted
- Amount requested will cover remainder of fiscal year including start up next May-June 2021

Variance Amount Explained

Fund Totals:		Actual	Budgeted	Variance
	Fund 101 General Fund	211,946.00	109,000.00	(102,946)
	Fund 202 MAJOR STREETS	37,190.00	35,000.00	(2,190)
	Fund 203 Local Streets	4,738.00	15,000.00	10,262
	Fund 212 Senior Activities Millage	1,440.00	2,200.00	760
	Fund 276 District Court	6,951.00	1,200.00	(5,751)
	Total For All Funds:	262,265.00	162,400.00	(99,865)

A Tale of Two Contracts

- Prior Vendor
 - \$375k for 2017, 2018, and 2019
 - # of cuts not specified in Scope of Services
 - Services were unsatisfactory
- Current Contractor
 - \$464k for 2020
 - Contractor provided schedule which included 3 mows a month for most locations
 - DPW has been satisfied with services received

Increased and Improved Service and Communication

Site Name	Location	Max Number of Cuts	Schedule Dates
Civic Center Complex: City Hall and Police Station	Right on Woodward, City Hall and Police building	30	7/6, 7/13, 7/20, 7/27
Bagley Ave Greenbelt	Bagley Islands and ROW Between Gillespie and Orchard Lake	Cut every 10-14 days	7/13, 7/27
Orchard Lake Median and ROW islands	Orchard Lake Rd Median and Row mowing, from Thomas to Bagley	Cut every 10-14 days	7/13, 7/27
Elizabeth Lake Rd Median	Elizabeth Lake Rd Medians from Osceola to Johnson	Cut every 10-14 days	7/6, 7/16, 7/26
Indian Village Park	Small park right on M-59	12	7/6, 7/20
Osceola Traffic Island	Median Island where Osceola and Ogemaw come together	Cut every 10-14 days	7/3, 7/15, 7/27
Dawson Pond Park	On Hazel Ave Just East of Telegraph	12	7/6, 7/20
Beaudette Park	786 Orchard Lake Rd	16	7/6, 7/16, 7/27
Stout Street Park	On Stout St between Johnson Ave and Green St	12	7/7, 7/21
Bowen's Center	52 Bagley St	20	7/3, 7/10, 7/17, 7/24, 7/31
Aaron Perry Park	353 Edison St	16	7/6, 7/16, 7/27
Argyle Mini Park	Near the corner of Argyle and Avon	16	7/6, 7/16, 7/27
Berwick Traffic Island	Corner of Berwick and Orchard Lake	Cut every 10-14 days	7/2, 7/14, 7/24
Berkley Traffic Island	Corner of Berkley and Orchard Lake	Cut every 10-14 days	7/2, 7/14, 7/24
Harris Street Field	Orchard Lake Rd, Walnut Blvd and Harris St	16	7/6, 7/16, 7/27
Rotary Park		16	7/6, 7/16, 7/27
Clinton River Trail	From Orchard Lake to Bagley	4	7/6, 7/16, 7/27
Woodward Median ROW Islands	Woodward From Elm to just South of Bassett	16	7/6, 7/16, 7/28
South Kiwanis Park	On Going Rd between Osmun and Whittemore	16	7/6, 7/16, 7/28
Shirley and Willard Park	S. Shirley St	12	7/1, 7/15, 7/29
Steed Park	Corner of Jessie and Elm	12	7/1, 7/15, 7/29
Woodward Median City Portion	Added area on the East side of Woodward	16	7/6, 7/16, 7/28
Harrison Park	On University between Victory and Carr	16	7/6, 7/16, 7/28
University Dr Traffic island	Triangle median Island on University just west of MLK	Cut every 10 - 14 days	7/2, 7/14, 7/24
Featherstone Overpass	On Featherstone between service Rd and Lynch AVE	Cut every 10 - 14 days	7/2, 7/14, 7/24
Neighborhood Park	Surrounded by Perkins St, Wall St, S Paddock St and Willard St	16	7/8, 7/18, 7/28

Summary

- DPW did not account for the increase in contract price in its budget
- The prior fiscal year amount simply will only cover this year and not May-June 2021
- Overall services have improved as projected with new vendor

#7

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President and City Council Members

FROM: Ashley Johnson, Michigan Indigent Defense Commission Executive

CC: Honorable Judge Cynthia Walker, Lynnette Ward, Court Administrator, Ashley Johnson, Managed Assigned Counsel Executive, Irwin Williams, Plante Moran, Darin Carrington, Finance Director, Kiearha Davidson, HR Manager

DATE: November, 17, 2020

RE: **Agenda Item: Michigan Indigent Defense Commission Fiscal Year 2021 Grant Contract**

The City has been awarded a total authorized Budget of \$660,703.69 for the MIDC Fiscal Year (FY21) which runs October 1, 2020 to September 30, 2021. The State FY21 MIDC Grant Contribution is \$642,698.36; the Local Share Contribution is \$18,005.34.

At this time, we are seeking formal approval of the MIDC FY21 Grant Contract and budget. Attached to this memo and resolution is exhibit A, Fiscal Year 2021 Grant Contract.

The 50th District Court Administrator, the Chief Judge, the Executive Staff, the City Council Law/50th District Court Subcommittee, and the MIDC based on the 50th District Court needs, have reviewed the MIDC FY21 Grant Contract. This grant contract only utilizes the funds provided under the grant.

As such, the following resolution is respectfully recommended for City Council consideration:

WHEREAS, The Michigan Indigent Defense Commission (MIDC) has the City of Pontiac grant funding in the amount of \$642,698.36 for the period of October 1, 2020 through September 30, 2021.

WHEREAS, The total program budget is \$660,703.69, which includes the required local share contribution by the City of Pontiac in the amount of \$18,005.34.

WHEREAS, The FY2020 grant award is \$1,052,015.00, more than the previous year's award.

WHEREAS, The award provides funding to the 50th District Court for the purpose of continuing to bring indigent defense systems into compliance with the first four minimum indigent defense standards, MCL 780.993(6); and

WHEREAS, The Michigan Indigent Defense Commission Act (MIDC Act), MCL 780.981, et al., requires local funding units to take over the delivery

of indigent defense systems, MCL 780.983(g) and MCL 780.993(10) as specified in standards 1 – 4.

WHEREAS, The City of Pontiac is the local funding unit for the 50th District Court.

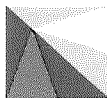
WHEREAS, The MIDC Act requires the City of Pontiac to create an annual compliance plan and cost analysis required to deliver indigent defense services in compliance with the approved MIDC standards, MCL 780.993(3).

WHEREAS, The MIDC Act requires the MIDC to appropriate funds and provide grant monies to local funding units for the costs in excess of the local share to continue to provide indigent defense services that are in compliance with the minimum standards established by the MIDC, MCL 780.993(6).

WHEREAS, The grant award funds the following positions within 50th District Court: one (1) MIDC Executive position, one (1) Contract MIDC Attorney Coordinator position, and two (2) part time MIDC Court Officers.

WHEREAS, The grant agreement has completed the grant review process in accordance with the Pontiac City Council Procedures.

NOW, THEREFORE,
BE IT RESOLVED, The City Council approves the MIDC FY 2021 Grant Contract with an authorized total budget of \$660,703.69.



MICHIGAN INDIGENT
DEFENSE COMMISSION

Dear Grantee:

Attached is the fiscal year 2021 indigent defense grant contract for your local funding unit. If you are receiving this letter, the Michigan Indigent Defense Commission (MIDC) has approved your plan and cost analysis for compliance with approved MIDC Standards.

Fiscal Year 2021 Grant Contract

This contract covers any spending occurring between **October 1, 2020 and September 30, 2021** that has been approved as part of the cost analysis. Please read the grant contract and review the attachments carefully.¹ The contract should be shared with any person in your funding unit that may be responsible for implementation, compliance reporting, or financial reporting related to the grant. The grant contract contains important information and dates regarding distribution of grant funds, compliance, and requirements for reporting.

Once the grant contract is signed by the authorized signatory for the funding unit, please return the signed contract by email to **LARA-MIDC-Info@michigan.gov**. You should include your Regional Manager on this email. The contract will be signed by MIDC and LARA upon appropriation of sufficient funds and then entered into SIGMA for payment. You will receive a fully executed copy of the contract by email.

Funding, Disbursements and Unexpended Funds

Please note that the funding for this grant is contingent upon an appropriation by the legislature that is signed by the Governor. As noted in Section 1.0 - Statement of Work, in the event that the funds appropriated by the legislature is insufficient to fully fund this grant, “the amount of the grant will be reduced by the Grantor and the funding unit will not be required to fully comply with the minimum standards the original approved grant was designed to allow.”

The initial state grant disbursement will be processed for advance payment once the contract is fully executed. Pursuant to section 1.4 – Payment Schedule, the second and third disbursements of funds will be equally reduced to reflect the amount of any unexpended grant funds from the prior fiscal year.

Grant Reporting and Webinars

The first quarterly compliance and financial reports will be due **January 31, 2021**. This report should reflect compliance and financial information for the period of October 1, 2020 through December 31, 2020. *Budget adjustment and substantial plan change requests should only be submitted with the quarterly reports.* In submitting requests for budget adjustments and plan changes, I encourage you to review the grant manual approved by the Commission in June 2020 and to work with your Regional Manager in submitting those requests.

¹ Attachment A shows the state travel rates for FY20. Please note that the applicable FY21 travel rates will be published October 1, 2020.

MIDC staff will host informational webinars regarding first quarter reporting prior to the due date. Registration information for the webinars will be distributed and posted on the MIDC website.

Please do not hesitate to contact me if you have any feedback, or your Regional Manager if you have questions about implementation under the grant contract. We encourage you to continue to check our [website](#) regularly, where you can find information regarding the Commission's meetings, grants and other updated information.

Sincerely,

Loren Khogali, Executive Director
Michigan Indigent Defense Commission
Phone: (517) 275-2845

GRANT NO. 2021-15

GRANT BETWEEN
THE STATE OF MICHIGAN
MICHIGAN INDIGENT DEFENSE COMMISSION (MIDC)
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS (LARA)
AND
City of Pontiac

GRANTEE/ADDRESS:

Deirdre Waterman, Mayor
City of Pontiac
47450 Woodward Ave.
Pontiac, MI 48342
248-758-3322

GRANTOR/ADDRESS:

Michigan Indigent Defense Commission
Department of Licensing and Regulatory Affairs
611 W. Ottawa Street, 4th Floor
Lansing, MI 48933
517-657-3066

GRANT PERIOD:

From October 1, 2020 to September 30, 2021

TOTAL AUTHORIZED BUDGET: \$660,703.69

State Grant Contribution:	\$642,698.36
Local Share Contribution:	\$18,005.34

ACCOUNTING DETAIL: Accounting Template No.: 6411113T032

SIGMA Vendor Code: 0048137

GRANT

This is Grant # 2021-15 between the Michigan Indigent Defense Commission (MIDC) (Grantor), and the City of Pontiac (Grantee), subject to terms and conditions of this grant agreement (Agreement).

1.0 Statement of Purpose

The purpose of this Grant is to provide funding to assist the Grantee to comply with the Compliance Plan and Cost Analysis approved by the MIDC for the provision of indigent criminal defense services through the Standards approved by LARA on May 22, 2017, and the process described in the Michigan Indigent Defense Act. The funding for this grant is contingent upon an appropriation by the legislature that is signed by the Governor. Consistent with the MIDC Act, in the event that the funds appropriated apply to less than all of the minimum standards, the funding unit will not be required to fully comply with all of the minimum standards. In the event that an appropriation is insufficient to fully fund this grant, the amount of the grant will be reduced by the Grantor and the funding unit will not be required to fully comply with the minimum standards the original approved grant was designed to allow.

1.1 Definitions

- A. Budget means a detailed statement of estimated costs consistent with the Grantee's approved Cost Analysis and required to implement the Compliance Plan.
- B. Budget Category means the aggregate of all funds in each of the high-level categories within Attachment B to the funding unit's grant budget.
- C. Compliance Plan is the plan submitted by the local funding unit and approved by the MIDC that specifically addresses how the Grantee shall meet the approved minimum standards established by the MIDC.
- D. Cost Analysis is a statement of the types of expenditures and funding necessary to bring Grantee's indigent defense system into compliance with the approved minimum standards established by the MIDC, including a statement of the funds in excess of the Grantee's local share as defined under the MIDC Act and as outlined in the Compliance Plan.
- E. MIDC Act means the Michigan Indigent Defense Commission Act, Public Act 93 of 2013, MCL 780.991 *et seq* as amended, enacted for the purpose of creating the Michigan Indigent Defense Commission and creating minimum standards for the local delivery of indigent criminal defense services that meet the constitutional requirements for the effective assistance of counsel.
- F. MIDC means the Michigan Indigent Defense Commission.

- G. Subgrantee means a governmental agency or other legal entity to which an MIDC subgrant is awarded by the Grantee. Attorneys representing indigent defendants, including both public defenders and attorneys contracted to represent indigent defendants, public defender office employees, judges, magistrates, court personnel, and professional service contract vendors shall not be considered subgrantees.
- H. “Substantial Change” to a Compliance Plan is a change to the plan or cost analysis that alters the method of meeting the objectives of the standard(s) in the approved plan.

1.2 Statement of Work

The Grantee agrees to undertake, perform and complete the services described in its approved Compliance Plan and in accordance with the Michigan Indigent Defense Act, MCL 780.991 *et seq.*, specifically Standards 1 through 4. The Parties to this Agreement enter into this Agreement to facilitate the process described in the MIDC Act, which controls or supersedes any terms of this Agreement. Consistent with the Act and when applicable, an indigent criminal defense system shall comply with the terms of the grant in bringing its system into compliance with the minimum standards established by the MIDC within 180 days after receiving funds from the MIDC. Grantee may exceed 180 days for compliance with a specific item needed to meet minimum standards as set forth in the Act. Grantee’s Compliance Plan, as submitted and approved by the MIDC (Attachment A), addresses the prescribed methods the grantee has chosen to provide indigent criminal defense services pursuant to MCL 780.993(3). Any substantial changes to the work described in the Compliance Plan must be submitted to the MIDC for approval as set forth in this Agreement prior to any changes being implemented. All provisions and requirements of this Agreement shall apply to any agreements the Grantee may enter into in furtherance of its obligations under this Agreement and Grantee shall be responsible for the performance of any Subgrantee work, as defined in subsection 1.1.

1.3 Detailed Budget

- A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the MIDC.
- C. Attachment B is the Budget. The Grantee agrees that all funds are to be spent as detailed in the Budget, unless a budget adjustment request is approved, in accordance with section 1.3(E).

- D. Grantee will maintain a restricted fund within their Local Chart of Accounts for the sole purpose of accounting for the expenses and revenue sources for operation of this grant and the local adult indigent defense system.
- E. All requests for a budget adjustment or substantial changes to the Grantee's Compliance Plan will be submitted quarterly with the Grantee's quarterly report. MIDC staff shall respond to a request in writing within 30 days of receipt.
 - 1) Budget adjustments less than or equal to 5% of the Budget Category total, including adjustments between Budget Categories, do not require approval by MIDC staff, but must be reported quarterly in the next financial status report.
 - 2) A Budget adjustment involving greater than 5% of the aggregate of all funding within a Budget Category requires prior written approval by MIDC Staff and must be reported to the MIDC as soon after the Grantee is aware of the necessity of the Budget adjustment and reported in the Grantee's quarterly report.
 - 3) Any substantial change to a Compliance Plan requires prior approval by MIDC staff and MIDC Commission.

1.4 Payment Schedule

The maximum amount of grant assistance approved is \$642,698.36.

The Grantee must report and certify to Grantor by October 31st of each year the balance of any unexpended indigent defense grant funds from the prior fiscal year grant plus any interest earned on the advancement of the state grant funds in the previous fiscal year. Any funds from the previous fiscal year contained in an approved extension of the previous fiscal year's grant for projects that will be completed after September 30, 2020 will be carried over into the current fiscal year and shall not be considered unexpended funds, nor be included in the balance of unexpended funds. The current fiscal year indigent defense grant funds advanced will be reduced by the amount of unexpended funds from the prior fiscal year's grant by reducing the 2nd and 3rd disbursement equally.

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

Initial Advance of 50% of total grant – Within 15 days of receipt of executed agreement
25% disbursement – May 15, 2021
25% disbursement – August 14, 2021 (final payment).

The above schedule of disbursement of funds is contingent after receipt of quarterly reporting as addressed in this section and section 1.5 of this document. Any disputed matters shall not cause delay in remitting any disbursements or in issuing a grant contract and funds for the next fiscal year. Disputed matters shall be acted on independently from undisputed matters.

The financial status report (FSR) report must be submitted on the form provided by the MIDC/LARA and indicate:

- Grant funds received to date;
- Expenditures for the reporting period by budget category;
- Cumulative expenditures to date by budget category;

The quarterly FSR must be supported and accompanied by documentation of those grant funded expenditures incurred for the reporting period, including but not limited to:

- The general ledger for the restricted local indigent defense fund, including a detailed expenditure report with all expenditure detail within the budget categories, which must include documentation of payments to contract attorneys either by individual invoice or by report of payments made, by attorney;
- All invoices related to experts and investigators;
- All invoices related to construction;
- Personnel detail including full-time equivalency of any grant funded positions, including total compensation for that position;

Upon request, the Grantee shall provide the MIDC with additional documentation/verification of expenditures under the grant within 30 days of the making of the request. Any additional documentation/verification of expenditures shall not delay issuance of a grant contract or grant disbursements. Documentation of expenditures shall be maintained according to record retention policies for audit purposes in order to comply with this Agreement. Grantee will be held to the full contribution of the Local Share within the original one-year grant period.

The quarterly FSR as provided in Attachment D and standards compliance report as addressed in Section 1.5, shall be provided in accordance with the following schedule:

- Initial FSR and compliance report for 10/1/20–12/31/20 – January 31, 2021
- 2nd FSR and compliance report for 1/1/21-3/31/21 – April 30, 2021
- 3rd FSR and compliance report for 4/1/21-6/30/21 – July 31, 2021
- Final FSR and compliance report for 7/1/21-9/30/21 – October 31, 2021

1.5 Monitoring and Reporting Program Performance

- A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work is being accomplished.
- B. Quarterly Reports. The Grantee shall submit to the Grantor quarterly progress reports on compliance with the Standards and participate in follow up and evaluation activities. Compliance reports include narrative responses containing a description of the Grantee's compliance with standards 1-4, identifying problems or delays, actual, real or anticipated and any significant deviation from the approved Compliance Plan. The grantee will use its best efforts to provide data relevant to assessing compliance as

contained in the compliance reporting template requested by MIDC. If Grantee is unable to provide the information requested on the template, Grantee will demonstrate in writing the steps taken to assess what information is currently available and how to retrieve it. Grantee also agrees to work with MIDC Research staff to seek additional options or ideas for the collection and retrieval of this information.

PART II - GENERAL PROVISIONS

2.1 Project Changes

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

2.2 Delegation

Grantee must notify the MIDC at least 90 calendar days before the proposed delegation with reasonable detail of subgrantee and the nature and scope of the activities delegated. If any obligations under this grant are delegated, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant activities and compliance with the terms of this Grant.

2.3 Program Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be recorded in the Grantee's restricted Indigent Defense fund and included in the quarterly FSRs. The grant award shall not be increased by the amount of interest earned. Any grant funds attributable to interest and not spent at the end of the grant period shall be returned to the State or included in future grant awards from the MIDC consistent with MCL 780.993(15), as amended 12/23/18.

2.4 Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee in proportion of the grant funds to the local share.

2.5 Purchase of Equipment

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

2.6 Accounting

The Grantee must establish and maintain a restricted indigent defense fund in their local chart of accounts to record all transactions related to the indigent defense grant. The restricted

fund will not lapse to the local general fund at the close of the Grantee's fiscal year. The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all indigent defense funds received. Accounting records must be supported by source documentation of expenditures including, but not limited to, balance sheets, general ledgers, payroll documents, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.7 Records Maintenance, Inspection, Examination, and Audit

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

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors have occurred, the amount in error must be reflected as a credit or debit on subsequent disbursements until the amount is paid or refunded. Any remaining balance must be reported by the Grantee to the Grantor by October 31 of each year as required under the MIDC Act.

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

2.8 Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition, consistent with Grantee's purchasing policies. Sole source contracts should be negotiated to the extent that such negotiation is possible. Attorney contracts, including managed assigned counsel contracts for representation of indigent or partially indigent defendants, are exempt from a competitive bid process, but must meet standard internal procurement policies, as applicable.

3.0 Liability

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

3.1 Safety

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

3.2 Indemnification

Each party to this grant must seek its own legal representation and bear its own legal costs; including judgments, in any litigation which may arise from the performance of this Grant and/or Agreement. It is specifically understood and agreed that neither party will indemnify the other party in any such litigation.

3.3 Failure to Comply and Termination

- A. Failure to comply with duties and obligations under the grant program as set forth in Public Act 93 of 2013, as amended, is subject to the procedures contained in sections 15 and 17 of said Act.
- B. Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, for State approved Grant responsibilities. If parties cannot agree to the cost to be paid by the State, the parties shall attempt to resolve the dispute by mediation pursuant to MCL 780.995. The Grantee's duty to comply with MIDC standards is limited to funding covering the cost of compliance as set forth in section 17 of Public Act 93 of 2013, as amended.

3.4 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of this Section. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant activities in connection with this Grant.

3.5 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 to 37.2804, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

3.6 Unfair Labor Practices

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

3.7 Force Majeure

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

4.0 Certification Regarding Debarment

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

4.1 Illegal Influence

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

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

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

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

4.2 Governing Law

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

4.3 Disclosure of Litigation, or Other Proceeding

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") that arises during the term of the Grant against a public defender office, an attorney employed by a public defender office, or an attorney contracted to perform indigent defense functions funded by the Grantee that involves: (a) a criminal Proceeding; (b) a civil Proceeding involving a claim that, after consideration of Grantee's insurance coverages, would adversely affect Grantee's viability; (c) a civil Proceeding involving a governmental or public entity's claim or written allegation of fraud related to performance of the Grant; or (d) a Proceeding challenging any license that an attorney practicing on behalf of a public defender office or an attorney practicing pursuant to a contract to perform indigent defense functions for the Grantee is required to possess in order to perform under this Grant.

4.4 Assignment

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

4.5 Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant activities. Pursuant to the MIDC Act, the MIDC shall promulgate policies necessary to carry out its powers and duties. The MIDC may also provide guides, instructions, informational pamphlets for the purpose of providing guidance and information with regard to the Grant and MIDC policies. This Grant Agreement supersedes all terms of MIDC policies, guides, instructions, informational pamphlets and any other explanatory material that is in conflict with the Grant Agreement. This Grant may not be amended except by a signed written agreement between the parties.

4.6 Grantee Relationship

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

4.7 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with section 15 of Public Act 93 of 2013. The dispute will be referred to the parties' respective representatives or

program managers. Such referral must include a description of the issues and all supporting documentation. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance or performance would require Grantee to spend in excess of its local share as defined by MCL 780.983(h).

5.0 Severability

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

5.1 Signatories

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

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

Date

Loren Khogali, Executive Director
Michigan Indigent Defense Commission
Department of Licensing and Regulatory Affairs
State of Michigan

Date

Deirdre Waterman, Mayor
City of Pontiac

Date

GRANT NO. 2021-15

MIDC FY21 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

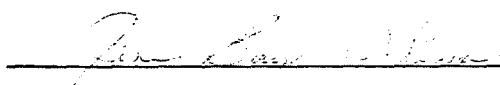
Submitter Information

Funding Unit(s)/System Name: D50 City of Pontiac

Submitted By (include name, title, email address and phone number): Jane Bais-DiSessa,
Deputy Mayor, jbais-disessa@pontiac.mi.us, 248-758-3322

Is this a FINAL SUBMISSION or DRAFT? Final Submission

Date: **5/12/20**

Signature: 

Please identify the following points of contact (include name, title, email address and phone number):

Authorizing official who will sign the contract:

Jane Bais-DiSessa, Deputy Mayor

Mailing address for authorizing signatory City of Pontiac

47450 Woodward Ave.

Pontiac, MI 48342

Primary point of contact for implementation and reporting:

Ashley Johnson MIDC Executive, ajohnson@pontiac.mi.us, 248-758-3809

Financial point of contact:

Irwin Williams, IWilliams@pontiac.mi.us

Please identify any other person in the system who should receive communications from MIDC about compliance planning and reporting, including name, title, and email address:

Paulette Loftin, MACC, attorneypaulette@gmail.com, 248-505-4766

Delivery System Model

What type of indigent defense delivery system do you have in 2020? (indicate all that apply):

- Public Defender Office (county employees)
- Public Defender Office (non-profit/vendor model)
- Managed Assigned Counsel System (X)

Name of MAC Attorney Manager and P#: Paulette Loftin P71982

- Assigned Counsel System
- Contract Defender System
- Other, please describe:

Are you planning to change the type of indigent defense delivery system uses?

Yes

No (X)

Unsure

If yes, what model do you plan to use in FY21?

Standard 1

Training of Attorneys

Number of attorneys as of October 1, 2020 38

Please include in the cost analysis a list of all attorneys who accept adult criminal defense case assignments in your system, including conflict counsel and counsel for youths charged as adults.

Number of attorneys with less than 2 years of Michigan criminal defense experience as of October 1, 2020: Zero Attorneys need skills training.

Any changes in your training plan from FY20? ☐ Yes | ☒ No

Please describe your plan, including any changes:

Any changes in your funding needs from FY20 for Standard 1? ☐ Yes | ☒ No

If yes, please describe:

Standard 2

Initial Client Interviews

How and when are defense attorneys notified of new assignments?

Public defenders are emailed daily with new appointments. Public Defenders are sent the defendants phone number, address, next court date, Judge, and bond information.

How are you verifying that in-custody attorney client interviews occur within three business days?

Public defenders are required to turn in an initial interview invoice with a jail card attached. The MACC verifies the appointment date and the date the jail visit was conducted.

MIDC FY21 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

How are you verifying introductory communications from the attorney with defendants who are not in custody?

Public defenders are required to submit an initial interview invoice. The public defenders are required to explain how they conducted the initial interview.

How are you compensating attorneys for initial interviews? Please provide details:

Jail visits are at a flat rate of \$75. Public defenders indicate the amount of time they spent for out-of-custody defendants on the initial interview invoice.

Any change in the initial interview procedure from your FY20 plan? ☐ Yes | ☒ No

Please describe your policy:

Any change from your FY20 funding needs for initial interviews? ☐ Yes | ☒ No

Please explain:

Confidential Meeting Spaces

How many confidential meeting spaces are in the jail?

Please explain or describe:

I am unaware of how many meeting spaces are at the Oakland County Jail.

How many confidential meeting spaces are in the courthouse for *in-custody* attorney-client meetings?

Please explain or describe:

There are two in-custody attorney client meeting rooms at the courthouse.

How many confidential meeting spaces are in the courthouse for *out-of-custody* attorney-client meetings?

Please explain or describe:

There are four out-of-custody attorney-client meeting spaces at the courthouse.

Any change from the FY20 plan for meeting spaces? ☐ Yes | ☒ No

Please explain or describe:

During the pandemic, the public defenders are utilizing ICsolutions for attorney client meeting spaces at the OCJ. We are also using the breakout rooms through ZOOM. The attorneys have used Real Presence Polcycom to conduct confidential meetings when the defendant is at the courthouse and the attorney is offsite. For out-of-custody attorney-client meetings public defenders are calling the defendants and sending letters.

Regularly, the attorneys utilize the six meeting rooms at the courthouse.

Any change in FY20 funding needs for meeting spaces? ☐ Yes | ☒ No

Please explain or describe:

Standard 3

Experts and Investigators

Describe your policy for attorneys to request expert witness assistance:

Public defenders have been instructed to contact the MACC when a case arises where the defense would benefit from the use of an expert. We have a working list that we can offer if the attorney needs some direction. We are also following the MIDC expenses for expert witnesses using the tiered level of compensation based on education level and type of expert not to exceed amounts.

MIDC FY21 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

Because there have been no requests, we are reducing our request to the recommended amount.

Any change in the process from FY20? ☐ Yes | ☒ No

If yes, please explain:

Describe your policy for attorneys to request investigative assistance:

The public defenders have been instructed to contact the MACC when the case arises where the defense would benefit from the use of an investigator. We have a working list that we can offer if the public defender needs some direction.

Because there have been no requests, we are reducing our request to the recommended amount.

Any change in the process from FY20? ☐ Yes | ☒ No

If yes, please explain:

How are you tracking requests for experts and investigators by assigned counsel? We would keep track of request on our spreadsheets; however, we have not received any requests for experts and investigators by assigned counsel.

Any change in your *funding needs* from FY20 for Standard 3? ☒ Yes | ☐ No

If yes, please explain:

Yes, we are reducing our request because we have not utilized any experts and investigators.

Standard 4

Counsel at First Appearance and Other Critical Stages

How are you providing counsel at first appearance and all arraignments in the District Court? And in the Circuit Court (if applicable)? Please provide details:

The 50th District Court is providing counsel at first appearance and all arraignments held at the courthouse. We have an arraignment attorney in the morning and afternoon to handle all arraignments. Currently, the Circuit Court is not providing counsel at arraignments due to the pandemic. Normally, Oakland County will be providing attorneys to represent Defendants at the jail.

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

We use house counsel attorneys and we make individual appointments as needed. We have two house attorneys Monday – Thursday and one house attorney on Friday morning to handle counsel at all other critical stages.

How are you calculating compensation for Standard 4? Please provide details:

Public defenders are compensated at an hourly rate of \$100/hr. House and arraignment attorneys are paid a guaranteed of \$300 for their shift.

Do you have a prison in your County? 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? No

MIDC FY21 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

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

Please describe how counsel is offered under these circumstances:

We accept pleas by mail and payable misdemeanors. We however, publicize our flyer posted on the City of Pontiac website instructing the public when the 50th District Court has walk-in arraignment attorneys available.

Will there be any change from FY20 in this process? ☐ Yes | ☒ No

If yes, please explain:

Any change from FY20 in how you are paying attorneys for Standard 4? ☐ Yes | ☒ No

If yes, please explain:

Will there be any change from FY20 in your funding needs for this standard? ☒ Yes | ☐ No

If yes, please explain:

Yes, we are adding appeals district to circuit as our reg manager has told us that there has been an increase of this in our region.

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.)

MIDC FY21 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

Paulette Loftin, MACC

Ashley Johnson, MIDC Executive

Kathy Boughtknight, Court Officer

Dave Denham, Court Officer

The court officers are essential in the daily MIDC functions at the 50th District Court. The court officers transport the inmates into the confidential meeting rooms and to the courtrooms. The court officers ensure that the public defenders are signing in and out of the meeting rooms. The court officers screen all attorneys prior to entering into the confidential meeting rooms. The court officers pull all misdemeanor files for the judges. The court officer monitors the inmates during all court proceedings. The court officers provide meals to inmates. The court officers screen all inmates prior to entering the holding cells after all proceedings. The court officers ensure the safety of the inmates, court staff, and attorneys. The court officers place defendant's into-custody. Court officers are required to sit with walk-in arraignments while they wait for family/friends to bring the bench warrant fee or outstanding balances.

For existing ANCILLARY STAFF are there any personnel positions/hours eliminated, reduced, or increased from FY20? ☐ Yes | ☒ No

If yes, please explain in cost analysis.

Any additional ANCILLARY STAFF positions/hours requested for FY21? ☐ Yes | ☒ No

If yes, please explain in cost analysis.

Any change from FY20 in fringe benefits? ☐ Yes | ☒ No

If yes, please explain in the cost analysis. This can include economics, cost of living increases, increased premiums, etc.

Supplies & Other

Please list any supplies or equipment requested, and provide a brief explanation of need or use in FY21.

Supplies: Paper, toner, ink, markers, office supplies, defendant information sheets, folders, folders for each attorney, calendars, pens, notepads, highlighters, and printer supplies.

Equipment: Eight Staples Esler Mesh Back Fabric Guest Chair for the confidential meeting rooms. (See attached Staple's quote).

Attorney or Jail AV Mobile Cart – Polycom Code Bundle Solution. This mobile cart can be used in the two in-custody meeting rooms and the non-custody meeting rooms. (See attached Polycom quote)

Case-related travel expenses (please include the system's policy for reimbursement):

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 FY21, if seeking reimbursement under this provision.

Are you submitting a request for 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 seeing in reimbursement? \$ _____

Attachments Submitted

- ✓ Have you attached your FY21 cost analysis? ☒ Yes | ☐ No
- ✓ Did you include a list of the attorneys providing services with the cost analysis template? ☒ Yes | ☐ No
- ✓ If applicable, did you attach documentation supporting reimbursement for compliance planning? ☐ Yes | ☒ No

COURT APPT ATTY'S

NAME	P#	Email	Phone Number	Number of Years
Blakney, Edith	75965	edithblakney@yahoo.com	313-409-8759	2 or more
Boettger, Hillarie	62003	hboettger@juno.com	248-894-9021	2 or more
Costello, Brittany Anne	76360	bcostellolaw@gmail.com	248-266-5479	2 or more
Crossman, Bruce E.	26361	mhscu_bcrossman@msn.com	248-338-8502	2 or more
Drouillard, Stacy	62735	drouillards@frontier.com	248-884-9094	2 or more
Baggett Hayes, Earlene	40268	erbhayes@sbcglobal.net	248-949-9878	2 or more
Gonzalez, Juan	73537	gonzalezlaw1@gmail.com	248-990-202	2 or more
Gracey, Judith	39766	judith@thegraceylawfirm.com	248-221-7726	2 or more
Hopp, Amy	48872	amhopp2@gmail.com	248-408-1742	2 or more
Idumesaro, Solomon	81587	idumesaro@idumesarolaw.com	248-946-4701	2 or more
Johnson, Charesa D.	57576	charesadjohnson@yahoo.com	248-663-2327	2 or more
Kosmatka, Marsha	57001	mkosmatka@comcast.net	248-895-8225	2 or more
Kozak, Scott	60099	sckozaklaw@yahoo.com	248-709-6040	2 or more
Krauskopf, Melissa	68278	mkrauskopf@gmail.com	248-732-2850	2 or more
Hatten, Nadine	73789	nadine@hattenlaw.com	248-872-7110	2 or more
Michel, Paulette	71982	attorneypaulette@gmail.com	248-505-4766	2 or more
Mitchell, Michael	76974	mgmitche@gmail.com	248-630-6789	2 or more
Morales, Belem	81306	belem@belemmoraleslaw.com	248-224-2843	2 or more
Morgan, Erika	82488	erika.morgan@me.com	248-346-0805	Less than 2 years
Nachawati, Leen	81308	leen.nachawati@gmail.com	248-269-3999	2 or more
Parker, Ann	32302	daparkerpc@gmail.com	248-593-0361	2 or more
Plasterer, Nancy	37170	nplasterer@sbcglobal.net	248-252-0718	2 or more
Quirindongo-Baunoe, Cecilia	68374	ceciliabaunsoe@gmail.com	248-252-6511	2 or more
Rucker, Tyron	61867	lawman0000@att.net	313-903-4774	2 or more
Sanford, Moneka	62315	attymssanford@aol.com	248-956-0119	2 or more
Seib, Carie	67390	cseib01@yahoo.com	586-945-8896	2 or more
Sheikh, Ameena Razia	81001	ameenarsheikh@gmail.com	248-631-4853	2 or more
Shemke, Christopher	74025	cshemkelaw@gmail.com	734-306-1742	2 or more
Taylor, Richard	55237	rrttaylor@aol.com	586-481-5981	2 or more
Walker, Marilyn	34050	mdewalker@yahoo.com	248-332-2227	2 or more

Watkins, Lisa C.	41053	lisawatkinsc@aim.com	248-303-2895	2 or more
West, Josh	60694	joshwest@jdwestlaw.com	248-259-5562	2 or more
Westmoreland, Cory	82621	corypwestmoreland@gmail.com	248-229-9446	Less than 2 years
Wilkerson, Tilmandra	81003	wilkersonlaw1@gmail.com	313-399-5153	2 or more
Woll, Pauline	41180	wollpauline7@gmail.com	248-354-6070	2 or more

Attorney or Jail AV Mobile Cart - Polycom Codec Bundle Solution

- **Sample Bill of Material** – Video equipment reflects current Supreme Court pricing from CDW. Local customer will pay cdw directly for equipment ordered at actual pricing including any shipping that may apply. Final pricing will be approved by the customer at time of order with CDW by reviewing the cdw quote. Installation services will be paid through a separate PO to J Ewing LLC

Brand	Description	Qty
Polycom	Group 310 - 720p: codec, EE Accoustic, Remote, Cables	1
Polycom	Premier, One Year, Group 310 Bundle	1
Samsung	Samsung 5 Series - 32" Class (31.5" viewable) LED TV (75 x 75)	1
CDW	Hamilton Buhl Multi-Functional AV Cart with Lockable Security Cabinet	1
Star Tech	StarTech.com Single Monitor Mount - SILVER - Deskmount - Height Adjustable	1
Tripp Lite	Tripp Lite 6 - 15' - 790 joules - Black	1
Tripp Lite	Tripp Lite 15ft Cat6 Gigabit Snagless Molded Patch Cable RJ45 M/M Black 15'	1
LLC	Design, Ordering, Installation, Configuration, Testing, Training	1

Total \$4,324.89

- **Local Responsibilities Check List: (To be completed PRIOR to installers' arrival)**
 - ___ Receive BOM equipment shipped to site and place in secure storage
 - ___ Provide working AC power receptacle at TV / Polycom location
 - ___ Provide working IP networking at TV / Polycom location
 - ___ Disposal of packing materials (after install is complete)
- **Equipment and Installation Notes**
 - Configurations, testing, and registration into customer video gatekeeper / firewall as applicable
 - State courts video directory can be loaded into system
 - Audio:
 - MIC pickup will be Polycom camera mic – range apx 7 – 10' from camera
 - TV will be used for speakers
 - Polycom remote control will be used for system interface.
 - State courts video directory can be loaded into system for convenient dialing to any court video system in the state.
- **System Picture**





Your Cart

[Continue Shopping](#)

Order Summary [hide details](#)

FREE shipping on this order

Items (8)	\$559.92
Coupons	-\$0.00
Subtotal	\$559.92
Shipping	FREE
Order Total	\$559.92

[Apply coupons](#)

Delivery time for this item/items may be delayed due to extremely high demand.

Items in cart

8 items in cart

[Checkout](#)

Staples Esler Mesh Back Fabric Guest Chair, Black (28355R-CC)

☒ Delivery (Delivered by **Monday, April 13**)☐ Pick up in store

8

\$559.92

Protect your investment with Asurion Protection Plan

You may also like

Intuit TurboTax Home/Business Fed and E-File State 2019

- This is a flexible tax software with smart features for easy payment of taxes
- Designed for self-employed and personal income tax

- Software is delivered via CD with a product license code for digital download for 1 user

\$89.99~~was \$99.99~~

Add to cart

[View more product details](#)

Customers Also Bought

Staples
Turcotte...

1Each

★★★★★4092

Free delivery by
Apr 13**\$157.99**Staples
Corvair Me...

1Each

★★★★★634

Free delivery by
Apr 13**\$159.99**Staples
Marrett Me...

1Each

★★★★★373

Pick up in 1 hour

\$169.99HON Ignition
2.0...

1Each

★★★★★8

\$403.99Staples Cabal
Mesh Back...

1Each

★★★★★518

Free delivery by
Apr 13**\$119.99**Flash
Furniture...

1Each

★★★★★22

\$133.99

This Web site is intended for use by US residents only. See our delivery policy for full details.

Copyright 1998-2020 Staples Inc. All Rights Reserved.

[Home](#) [Supplies](#) [School Supplies](#) [Business Cards](#) [Site Map](#) [Privacy Policy](#) [Terms & Conditions](#) [Ad Choices](#)
[Do Not Sell My Personal Information](#)

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
VEHICLE AND TRAVEL SERVICES (VTS)
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED
EMPLOYEES
Effective October 1, 2019

MICHIGAN SELECT CITIES *

	Individual	Group Meeting pre-arranged and approved
Lodging**	\$85.00	\$85.00
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$24.25	\$27.25

MICHIGAN IN-STATE ALL OTHER

	Individual	Group Meeting pre-arranged and approved
Lodging**	\$85.00	\$85.00
Breakfast	\$ 8.50	\$11.50
Lunch	\$ 8.50	\$11.50
Dinner	\$19.00	\$22.00
Per Diem	\$87.00	
Lodging	\$51.00	
Breakfast	\$ 8.50	
Lunch	\$ 8.50	
Dinner	\$19.00	

OUT-OF-STATE SELECT CITIES *

	Individual	Group Meeting pre-arranged and approved
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$13.00	\$16.00
Lunch	\$13.00	\$16.00
Dinner	\$25.25	\$28.25

OUT-OF-STATE ALL OTHER

	Individual	Group Meeting pre-arranged and approved
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$23.50	\$26.50
Per Diem	\$97.00	
Lodging	\$51.00	
Breakfast	\$10.25	
Lunch	\$10.25	
Dinner	\$23.50	

Incidental Costs (per overnight stay) \$5.00

Mileage Rates

Premium Rate	\$0.580 per mile
Standard Rate	\$0.340 per mile

*See Select High Cost City Listing

**Lodging available at State Rate, or call Conlin Travel at 877-654-2179 or www.somtravel.com

**DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
VEHICLE AND TRAVEL SERVICES (VTS)
SELECT HIGH COST CITY LIST
TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED and UNCLASSIFIED EMPLOYEES EFFECTIVE
October 1, 2019**

Michigan Select Cities / Counties

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

Out of State Select Cities / Counties

State	City / County	State	City / County
Arizona	Phoenix, Scottsdale, Sedona	Maryland	Baltimore City, Ocean City (Counties of Montgomery & Prince Georges)
California	Los Angeles (Counties Los Angeles, Orange, Mendocino & Ventura) Edwards AFB, Arcata, McKinleyville, Mammoth Lakes, Mill Valley, San Rafael, Novato, Monterey, Palm Springs, San Diego, San Francisco, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park	Massachusetts	Boston (Suffolk County), Burlington Cambridge, Woodburn Martha's Vineyard
Colorado	Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail	Minnesota	Duluth, Minneapolis/St. Paul (Hennepin and Ramsey Counties)
Connecticut	Bridgeport, Danbury	Nevada	Las Vegas
DC	Washington DC, Alexandria, Falls Church, Fairfax (Counties of Arlington & Fairfax in Virginia) (Counties of Montgomery & Prince George's in Maryland)	New Mexico	Santa Fe
Florida	Boca Raton, Delray Beach, Fort Lauderdale, Jupiter, Key West	New York	Lake Placid, Manhattan (boroughs of Manhattan, Brooklyn, Bronx, Queens and Staten Island), Melville, New Rochelle, Riverhead, (Suffolk County), Ronkonkoma, Tarrytown, White Plains
Georgia	Brunswick, Jekyll Island	Ohio	Cincinnati
Idaho	Ketchum, Sun Valley	Pennsylvania	(Bucks County) Pittsburgh
Illinois	Chicago (Cook & Lake Counties)	Rhode Island	Bristol, Jamestown, Middletown, Newport (Newport County), Providence
Kentucky	Kenton	Texas	Austin, Dallas, Houston, LB Johnson Space Center
Louisiana	New Orleans	Utah	Park City (Summit County)
Maine	Bar Harbor, Kennebunk, Kittery, Rockport, Sanford	Vermont	Manchester, Montpelier, Stowe (Lamoille County)
		Virginia	Alexandria, Falls Church, Fairfax
		Washington	Port Angeles, Port Townsend, Seattle
		Wyoming	Jackson, Pinedale

Indigent Defense System Cost Analysis

Grant Year October 1, 2020 - September 2021

Funding Unit Name(s) D50 Pontiac

Personnel	Position	Calculation hours and rate	Total
		hours and rate	
Johnson, Ashley G.	Managed Assigned Counsel Executive	2080 hours (\$32.19 x 40 hours per week)	66,955.20
Bouknight, Kathy	MIDC Court Officer 1	1,300 hours (\$18.56 x 25 hours per week)	24,128.00
Denham, Dave	MIDC Court Officer 2	1,300 hours (\$18.56 x 25 hours per week)	24,128.00

Category Summary	115,211.20
------------------	------------

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 FY2021 and provide justification for need.

Due to increased case load, we are expecting an increase in hours needed from MIDC officers from 25 hours per week to 29 hours per week. Additionally, we are requesting the managed assigned counsel executive and officers receive a 3% raise effective 10/1/20.

Fringe Benefits	Percentage	Amount
Johnson, Ashley G.	Managed Assigned Counsel Executive	FICA and Worker's Compensation 5,316.24
Bouknight, Kathy	MIDC Court Officer 1	FICA and Worker's Compensation 2,125.68
Denham, Dave	MIDC Court Officer 2	FICA and Worker's Compensation 2,125.68

Category Summary	9,567.60
------------------	----------

Fringe Benefits Justification

Contractual

Contracts for Attorneys	Services Provided	Calculation hours and rate	Total
	CAC: Rotation Standard 4: CAFA	10 attorneys * \$300 * 52wk/year	156,000.00
	Initial Client Visits (300 per year)	\$100 per visit	30,000.00
	CAC: Other Critical Stages	1,250 hours * \$100/hr	125,000.00
	House Counsel	10 attorneys * \$300 * 52wk/year	156,000.00
	Appeals		8,000.00
	Subcontracted managed assigned counsel		45,000.00

Category Summary	520,000.00
------------------	------------

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 FY20 approved contract and contract rates.

Contracts for Experts and Investigators	Services Provided	Calculation hours and rate	Total
	Experts at MIDC rates	MIDC rates	7,750.00
	Investigators	\$75/hr x 30 hrs	2,250.00

Category Summary	10,000.00
------------------	-----------

Experts and Investigators Justification - Provide explanation and justification if there are changes to the requested amounts for experts and investigators from the FY20 approved contract along with an explanation if requesting to adjust the rates from your FY20's approved contract rates.

--

Contracts for Construction Projects	Services Provided	Calculation	Total
-------------------------------------	-------------------	-------------	-------

Category Summary	0.00
------------------	------

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
-----------------	-------------------	-------------	-------

Category Summary	0.00
------------------	------

Contracts Other Justification - Provide justification for all other contract costs associated with the local indigent defense system with a * highlight to new request for FY21.

Equipment	Vendor	Calculation	Total
-----------	--------	-------------	-------

Attorney or In-Custody AV Mobile Cart			4,324.89
---------------------------------------	--	--	----------

Category Summary	4,324.89
------------------	----------

The four confidential meeting rooms chairs are threadbare and are about to fall apart. We have received numerous complaints.

The two in-custody meeting rooms we would like to have the polycom cart to use in both rooms and have the ability to take it upstairs into the non-custody confidential meeting rooms. This would allow the court to expand using ZOOM capabilities and polycom via remote access. We would also use the polycom for walk-in arraignment check-in.

Training/Travel	Vendor	Calculation	Total
Oakland County Plan			

Category Summary	0.00
------------------	------

Supplies/Services	Vendor	Calculation	Total
-------------------	--------	-------------	-------

Office Supplies			1,600.00
-----------------	--	--	----------

Category Summary	1,600.00
------------------	----------

Supplies Justification - Provide justification for supplies requests and *highlight new or changed requests for FY21. Supplies have increased by \$100 to purchase sanitizer and wipes for the attorney meeting rooms.

Budget Total	660,703.69
--------------	------------

<p align="center">DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET, VEHICLE AND TRAVEL SERVICES SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES Effective October 1, 2020</p>
--

MICHIGAN SELECT CITIES *

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$85.00	\$85.00
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$24.25	\$27.25

MICHIGAN IN-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$85.00	\$85.00
Breakfast	\$ 8.50	\$11.50
Lunch	\$ 8.50	\$11.50
Dinner	\$19.00	\$22.00
Per Diem	\$87.00	
Lodging	\$51.00	
Breakfast	\$ 8.50	
Lunch	\$ 8.50	
Dinner	\$19.00	

OUT-OF-STATE SELECT CITIES *

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$13.00	\$16.00
Lunch	\$13.00	\$16.00
Dinner	\$25.25	\$28.25

OUT-OF-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$23.50	\$26.50
Per Diem	\$95.00	
Lodging	\$51.00	
Breakfast	\$10.25	
Lunch	\$10.25	
Dinner	\$23.50	

Incidental Costs Per Day (with overnight stay) \$5.00

Mileage Rates

Premium Rate	\$0.575 per mile
Standard Rate	\$0.360 per mile

* See Select Cities Listing

** Lodging available at State rate, or call Conlin Travel at 877-654-2179 or www.somtravel.com

SELECT HIGH COST CITY LIST

TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES

Effective October 1, 2020

Michigan Select Cities/Counties

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

Out of State Select Cities/Counties

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

Department of Licensing and Regulatory Affairs
Michigan Indigent Defense Commission
FINANCIAL STATUS REPORT

1. Name and Address of Grantee	2. Funding Unit(s)			3. Grant Number		4. Grant/Contract Period From: _____ To: _____					
	5. Current Report Period From: _____ To: _____			6. Amended Report YES _____ NO _____		7. Total Grant Amount State Grant _____ Local Share _____					
	Contracts										
8. Expenditure Categories	Salaries Fringes	Contract Attorneys	Experts Investigators	Construction	Other	Equipment	Travel Training	Supplies Services	Total		
9a. Expenditures for Report Period 10/1/19 -12/31/19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
b. Expenditures for Report Period 1/1/20 - 3/31/20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
c. Expenditures for Report Period 4/1/20 - 6/30/20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
d. Expenditures for Report Period 7/1/20 - 9/30/20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
e. Total Expenditures to date	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
<table style="width: 100%;"> <tr> <td style="width: 50%;"> 10 State Grant Advancements a. Received this reporting period \$0.00 b. Received to date this grant year \$0.00 </td> <td style="width: 50%;"> 11. Certified Local Share a. Deposited to the local MIDC fund this reporting period \$0.00 b. Deposited to the local MIDC fund to date this grant year \$0.00 </td> </tr> </table>										10 State Grant Advancements a. Received this reporting period \$0.00 b. Received to date this grant year \$0.00	11. Certified Local Share a. Deposited to the local MIDC fund this reporting period \$0.00 b. Deposited to the local MIDC fund to date this grant year \$0.00
10 State Grant Advancements a. Received this reporting period \$0.00 b. Received to date this grant year \$0.00	11. Certified Local Share a. Deposited to the local MIDC fund this reporting period \$0.00 b. Deposited to the local MIDC fund to date this grant year \$0.00										
12. Remarks	13. Certification: I certify that to the best of my knowledge and belief this report is correct and complete and that all expenditures are for the purposes set forth in the approved compliance plan and consistent with the grant contract and attachments. <div style="display: flex; justify-content: space-between;"> <div> Authorizing Signature _____ Position _____ </div> <div> Date _____ Email _____ Phone _____ </div> </div>				14. MIDC Approval <div style="display: flex; justify-content: space-between;"> <div>Grant Manager's Signature _____</div> <div>Date _____</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>State Office Admin. Signature _____</div> <div>Date _____</div> </div>						

#8

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President Williams and City Council Members

FROM: Mayor Dierdre Waterman

DATE: November 12, 2020

RE: **Resolution to hire T.J. Adams & Associates as Executive Search firm for Provision of Executive Recruiting Services to seek qualified candidates for the vacant Deputy Mayor position.**

The purpose of this memorandum is to formally request the approval of T. J. Adams & Associates for the provision of executive recruiting services for the position of Deputy Mayor for the City of Pontiac.

With more than 20+ years in service, T. J. Adams & Associates is a privately held corporation specializing in executive placements, corporate training, and management consulting. As an executive search firm, they understand the importance of a professional and efficient search process for their clients. For your information, a copy of their proposed contract is attached for your information and review.

As such, the following resolution is recommended for your consideration:

Whereas, as required by Article IV (Executive Branch), Section 4.103 of the City Charter: "The Mayor shall appoint, with the approval of the Council, a Deputy Mayor who serves at the pleasure of the Mayor and performs the duties of the office during the absence, or temporary disability of the Mayor;" and

Whereas, T.J. Adams & Associates, with more than 20+ years of experience, specializes in executive placements, corporate training, and management consulting.

Now therefore, the City Council approves and authorizes the Mayor to sign and execute the attached agreement with T. J. Adams for the provision of executive recruiting services for the vacant Deputy Mayor position at a cost not to exceed \$29,085.00. Payments to be paid as follows: the first payment of \$9,695.00 will be paid at the signing of the agreement, the second payment of \$9,695.00 will be paid in thirty-(30) days, and the final adjusted payment is due when the candidate is hired.

KKD

Attachment

TJA STAFFING

Thomas J. Adams, President & CEO



SERVICES, INC.

Jessica Taylor, Executive Director

**Management Consultants
Executive Recruiters**

Search Agreement

Between

TJA Staffing Services and City of Pontiac, Michigan


TJA Staffing Services (TJA), a retained executive search firm, hereby enters into a Search Agreement with the City of Pontiac, MI, to fill the position of **Deputy Mayor**. The Search fee for this position is billed at 25% of the first year's estimated starting salary of \$116,338.75. The estimated fee is \$29,085.00 and billed in three installments. The first payment of \$9,695.00 due at the signing of the agreement, the second payment of \$9,695.00 is due in thirty-(30) days, and a final adjusted payment is due when the candidate is hired.

TJA will begin the search process immediately following the signing of the contract and receiving the initial payment. The entire search process will take approximately 90 days or less to complete. TJA will process all candidates including internal candidates. All resumes received by the City of Pontiac, MI will be forwarded to TJA for processing. All resumes submitted to the City of Pontiac by TJA for the above-mentioned position will remain the property of TJA for twelve (12) months. If a candidate is hired by the City of Pontiac within 12-months of the date that candidate's resume was submitted (to TJA or City of Pontiac), the City of Pontiac will be subject to the fees stated in this agreement.

All out-of-pocket expenses will be **pre-approved** and reimbursed to TJA (i.e. advertisement, and other search related expenses including travel, hotel, food, etc.). *TJA does not charge for telephone calls or local mileage relative to the search.*

TJA will guarantee this placement for a period of 90-days. If within the 90-day period the City of Pontiac is not satisfied with the candidate placed, or the candidate leaves their employment voluntarily or for cause, TJA will locate and place another qualified applicant at no cost to the City of Pontiac.

_____/Date_____
Deirdre Waterman, Mayor, City of Pontiac

_____/Date_____
Thomas J. Adams, President, TJA Staffing

TJA Executive Staffing Services, Inc.
2000 Town Center, Suite 1140
Southfield, MI 48075
O: 313.638.1396 / F: 313.784.4696



TJA Staffing Services

2000 Towne Center
Suite 1140
Southfield, Michigan 48075
O: 313.638.1396



About Us

"We will remain on your project until you are completely satisfied."

For more than 33 years, TJA Staffing Services has provided excellence in executive search, management consulting and training. As a full-service human resources firm, we understand the importance of confidentiality and long-term trust.

TJA Staffing Services is a 100% retained firm. all fees are assumed by our clients, the hiring organizations. To meet our clients needs, we utilize a thorough, timely, and proven search process of locating and screening potential candidates. You can always expect the highest in ethical and quality standards. This disciplined and systematic approach is further distinguished by a commitment to service, which is not only promised, but also guaranteed.

Our organization is honored with requests to handle high-level searches for HMO's and health systems of all sizes, hospitals, medical group practices, banks, and various other business entities. Our executive search component boasts a client list that includes blue-chip organizations with whom we maintain long-standing relationships.

In addition, TJA Staffing Services offers Management Consulting, and complete training programs that are specifically tailored and customized to meet the needs of our clients.

Utilizing unique and innovative tools to approach training topics, we can design and Implement programs that vary from half-day seminars to a five-day training program.

We offer a variety of instrumented learning Profiles that provide a practical, personal, and nonjudgmental framework for exploring critical performance issues.

Our Leads

TJA Staffing Services



Tom Adams is a native Detroit and graduate of Tuskegee University and has more than thirty years senior management experience. He is the President and Founder of TJA Staffing Services (TJA), a full service Human Resources and Management Consulting firm that specializes in executive search, and corporate training on both a local and national level. Other areas of expertise include: Charter School management, coaching, political positioning, and relationship building, especially within the faith-based and non-profit sectors.

Tom is affiliated with more than twenty (20) community, civic and business organizations. In 2011, he was recognized by the Michigan Chronicle as one of the City's "Men of Excellence". He is the

President of the Chance for Life Organization, a prison-based transformational program that earned him the 2009 Dahlberg Peace Award for the incomparable services him and his team has provided to the Michigan Department of Corrections for more than 20 years. In 2014, he was appointed to the Board of Directors of Crime Stoppers. He served as Director of the Detroit Operations for both of Governor Rick Snyder's Campaigns. *On January 11, 2013, Governor Snyder appointed him to the Michigan Appellate Defender Office Commission and he was re-appointed in 2016.* In 2014, he was appointed to the Substance Use Disorder Oversight Policy Board by the Wayne County Commission. In 2017, he was appointed as a Board Member to the Michigan Commission on Law Enforcement Standards (MCOLES) to serve as the Community Liaison.

Tom has worked for many years on various projects that deal with the problems facing the Detroit community. He has consistently demonstrated leadership, and a vision of the future that encourages people to get involved. Tom is a champion of just causes with the personal skills, intelligence and connections to make a difference.



Jessica Taylor plans, directs, and coordinates the training and development activities for TJA. With more than twenty (20) years' experience as an Executive Recruiter, she manages the search process from screening to the selection of candidates. Jessica also administers the personality profiles to the final candidates.

As the *past Assistant to the Director of Training at Wayne State University's Center for Peace and Conflict Studies*, she was directly involved in the implementation of Peer Mediation Programs in the Detroit Public School System. She later served as the *Mediation Coordinator and Volunteer Recruiter*

for the Catholic Youth Organization (CYO), where she implemented Mediation Centers in the 7th, 9th, 11th precincts, and the city of Highland Park. Her job included recruiting and training community volunteers to effectively manage the day-to-day operations of a Mediation Center within the community, which lessened the burden of the court.

Civically, she has served on the Detroit Board of Police Commissioners (BOPC) from 2011-2015. Jessica was appointed by Governor Rick Snyder to the Michigan Commission on Community Action and Economic Community for a third term and is currently serving as the Vice Chairperson of the Commission. In 2020, Governor Gretchen Whitmer appointed Jessica to the Mental Health Diversion Council to represent community prisoner or jail reentry for a term of four years.

Jessica has a *Master of Business Administration (MBA)* and a *Bachelor of Science Degree*.



Our Process

"When you retain TJA Staffing Services, you are engaging the time and talents of a highly skilled team of professional recruiters."

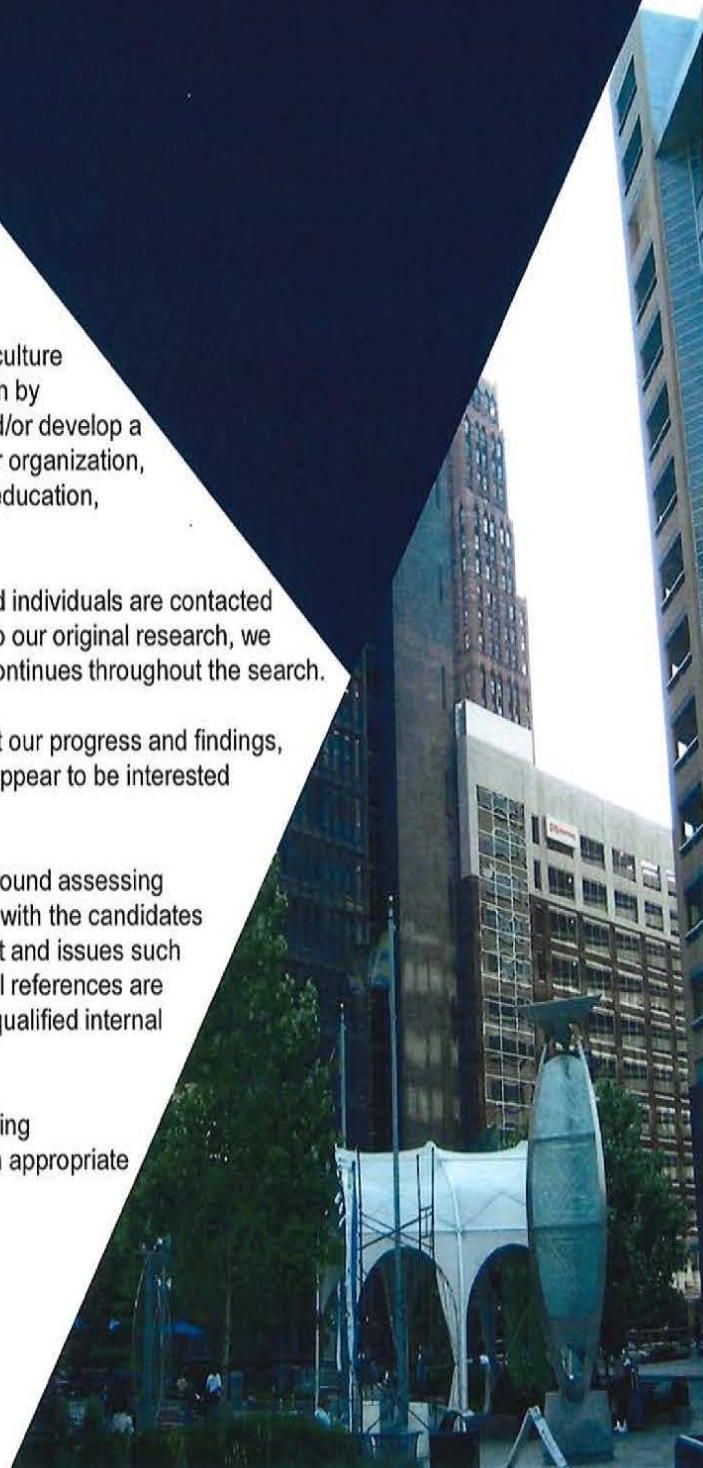
Position Profile. A thorough understanding of the needs and culture of your organization is critical to a successful search. We begin by meeting with the human resources representative to obtain and/or develop a Position Profile, which outlines background information on your organization, working relationships and responsibilities, as well as required education, work abilities and experience.

Custom Research And Sourcing. During this phase, qualified individuals are contacted as either potential candidates or referral sources. In addition to our original research, we bring to bear our extensive resume databank. This process continues throughout the search.

Progress Reports/Meeting. Throughout the search, we report our progress and findings, which include discussions on those potential candidates who appear to be interested in and/or qualified for the position.

TJA Interviews. We carefully review each candidate's background assessing strengths, weaknesses, motivations, and style. We then meet with the candidates for an interview; identifying critical factors for continued interest and issues such as compensation, relocation, and personal expectations. Initial references are conducted at this time. This process is also completed for all qualified internal employees who wish to apply.

Client Interviews. We are prepared to assist you in coordinating arrangements, including helping you develop questions and an appropriate interview format, as well as compilation of results.





Our Process 2

"Our process is designed to identify and attract the best-suited candidate for your unique position."

Reference Checking/Credential Verification. Throughout our interviews we conduct in-depth reference checks on the most promising candidates. We focus on issues cited in the Position Profile, along with any which may have surfaced throughout the interview process. If requested, we will also conduct a specialized background check.

Reference Checking/Credential Verification Throughout our interviews we conduct in-depth reference checks on the most promising candidates. We focus on issues cited in the Position Profile, along with any which may have surfaced throughout the interview process. If requested, we will also conduct a specialized background check.

Candidate Personal Profile System. To help plant new seeds for greater organizational success, understanding ourselves and others, then adapting our behavior to meet diverse needs is essential. For more than 20 years, the Personal Profile System, has helped more than 30 million people worldwide, unlock the door to productive communication, positive relationships, and increased performance. This behavioral learning instrument is administered free of charge to the final selected candidates.

Offer/Transition. You make the selection of the candidate who will receive an offer. We are prepared to offer insights and assist you in the selection, but the final decision is yours to make. We will help in the development and negotiations of the offer whenever appropriate.



Our Clients

Executive Search Division

AMERICAN HEART ASSOCIATION
AURORA HEALTH SYSTEM
CHILDREN'S HOSPITAL
CITY OF ALLEN PARK
CITY OF DETROIT
CITY OF HAMTRAMCK
CITY OF INKSTER
CITY OF LINCOLN PARK
CITY OF PONTIAC
COCA-COLA, INC.
COMERICA BANK
COMPREHENSIVE HEALTH SERVICES
DELTA DENTAL PLAN OF MICHIGAN
DETROIT ADVANTAGE ACADEMY
DETROIT AREA AGENCY ON AGING
DETROIT COMMUNITY HEALTH
DETROIT MEDICAL CENTER
DETROIT POLICE DEPARTMENT
DETROIT PUBLIC SCHOOLS
DETROIT RECEIVING HOSPITAL
DETROIT-WAYNE COUNTY HEALTH AUTHORITY
DETROIT WAYNE COUNTY PORT AUTHORITY
DETROIT ZOOLOGICAL SOCIETY
DTE ENERGY

FIRST CHILDREN'S FINANCE
GREATER DETROIT AREA HEALTH COUNCIL
HENRY FORD HEALTH SYSTEM HENRY FORD HOSPITAL
MERCY HEALTH SYSTEM
NATIONAL COUNCIL ON ALCOHOL & DRUG DEPENDENCY
NORTH MILWAUKEE STATE BANK HENRY FORD
OMNI CARE
PARKVIEW HEALTH
PLANNED PARENTHOOD
PROCARE HEALTHCARE
PRECISE INCOME TAX SERVICES
REGAL PLASTICS
ROSS-HILL ACADEMY
SECOND EBENEZER CHURCH
SINAI-GRACE HOSPITAL
SPECTRUM HEALTH SYSTEM
ST. JOHN HEALTH SYSTEM
ST. LUKE'S HOSPITAL
TRINITY HEALTH
UNITED AMERICAN HEALTH CARE CORP.
WARNER NORCROSS & JUDD
WELLNESS PLAN



Our Record

Executive Search Division



ASSISTANT GENERAL COUNSEL (DMC)
CHIEF OF POLICE (Detroit MI & Inkster, MI)
CITY MANAGER (Allen Park, MI & Lincoln Park, MI)
DEPUTY MAYOR (Pontiac, MI)
DEPUTY CHIEF OF RECRUITMENT (Detroit Police Department)
LEGAL COUNSEL TO DETROIT BOARD OF POLICE COMMISSION
LITIGATION ATTORNEY

PRESIDENT/CHIEF EXECUTIVE OFFICER
EXECUTIVE VICE PRESIDENT & CHIEF OPERATING OFFICER
VICE PRESIDENT & CHIEF OPERATING OFFICER
SENIOR VICE PRESIDENT, PERFORMANCE MANAGEMENT
VICE PRESIDENT, HUMAN RESOURCES
FIRST VICE PRESIDENT, CIVIC AFFAIRS
VICE PRESIDENT, COMMUNITY AFFAIRS
VICE PRESIDENT COMMUNITY & GOVERNMENT AFFAIRS
COORDINATOR, COMMUNITY AFFAIRS
EXECUTIVE DIRECTOR, CHILD HEALTH & SAFETY
DIRECTOR OF EDUCATION

CHIEF FINANCIAL OFFICER (Detroit Public Schools)
VICE PRESIDENT, FINANCE-TREASURER
DIRECTOR OF FINANCE
MANAGER, FINANCIAL ANALYST
DIRECTOR OF REIMBURSEMENT
SENIOR ACCOUNTANT
DISBURSEMENT MANAGER
VICE PRESIDENT, FUND DEVELOPMENT
DIRECTOR, SALES & MARKETING

VP, ORGANIZATIONAL DEVELOPMENT & WORK FORCE PLANNING
ASSOCIATE GENERAL COUNSEL
DIRECTOR, HEALTH INFORMATION MANAGEMENT
DIRECTOR, PHARMACY SERVICES
VICE PRESIDENT, COMMUNITY HEALTH
VICE PRESIDENT, QUALITY ASSURANCE/UTILIZATION REVIEW
VICE PRESIDENT, HOSPITAL ADMINISTRATION

VICE PRESIDENT, PEDIATRICS PATIENT CARE SERVICES
VICE PRESIDENT/CHIEF NURSING OFFICER, PATIENT CARE SERVICES
VICE PRESIDENT, NURSING SERVICES
REGIONAL DIRECTOR, EMERGENCY ROOM SERVICES (RN)
DIRECTOR, OPERATING ROOM SERVICES (RN)
NURSE ADMINISTRATIVE MANAGER, CARDIOLOGY
NURSE ADMINISTRATIVE MANAGER, NEPHROLOGY

Note: These searches were done on a national level



Our FAQs

Executive Search Division

When was your firm founded?

TJA Staffing Services was founded in 1985.

What is the focus of your firm? Executive Search, Corporate & Diversity Training, Management Consulting and Staffing.

What percent of placements are at the following compensation level?

Up to \$100,000: 25%

\$100,000 and above - 75%

What percent of placements are diverse (women and minorities) candidates?

60% of our candidates are diverse candidates.

Does your firm have a code of ethics?

YES. Our code of ethics is to service the Client above and beyond their expectations. We provide the highest quality of service that meets the specifications identified by the Client. To be honest, always showing integrity; being thorough and expedient in completing an assignment.

Describe the selection process used by your firm.

The vast majority of our applicants are recruited from Fortune 500 companies or referred to us by people who are knowledgeable experts in the field from which we are recruiting. They are usually employed and on a good career path. We entice them to your company by offering better career opportunities, more money and/or a better work environment. Our firm also maintains a solid file of applicants from a variety of employment backgrounds.



Our FAQs 2

Executive Search Division

Do you conduct face to face interviews with the candidates?

YES. Every applicant receives at least a one (1) hour face to face interview.

Does your firm conduct background checks on it's candidates?

TJA Staffing Services conduct personal, local and national police and FBI background Checks.

What quality techniques are used to ensure successful placement of candidates?

The most popular technique is our national personal referral sources, resume bank, and partnerships. After selecting qualified applicants, we use telephone screening, skype as well as an in-depth face to face interview with each candidate. During the interview process, the applicant is asked to respond to a series of questions specifically designed by TJA Staffing Services. We also gather information from Human Resources to help us understand the job specifications and any additional criteria . The job specifications are then carefully matched against the qualifications of the candidate. We also communicate with the hiring authority to ascertain information regarding the company's corporate culture and any special needs or desires of the company. We use the DiSC Personal Profile Test to ascertain behavioral tendencies. After gathering all of this information, we are then confident that our applicant not only meets the job specifications but will successfully adapt to your company's cultural environment. If an applicant is relocating, we provide them with assistance regarding viable neighborhood schools and assist them in fully integrating into their new community.



Fee Structure

Executive Search Division

The search fee is 30% of the first year's gross salary plus signing bonus, if applicable.

Our services are billed in three (3) installments. The first installment of (1/3) is due at the signing of the contract. The second installment of (1/3) is due in thirty (30) days. The remaining payment is an adjusted balance and is due when the candidate is hired.

Our Promise

TJA will guarantee this placement for a period of six (6) months.

If within the six month period the client is not satisfied with the applicant placed, or the applicant leaves their employment voluntarily or for cause, TJA will locate and place another qualified applicant at no cost to the client.

Our References

Executive Search Division



Richard Baird

Board of Regents
Eastern Michigan University
207 Welch Hall
Ypsilanti, MI 48197
bairdr@michigan.gov
(847) 312-6225

James Craig

Chief of Police
Detroit Police Department
1301 3rd Avenue
Detroit, MI 48226

Dr. Deirdre Waterman

Mayor
City of Pontiac
47450 Woodward Avenue
Pontiac, MI 48342
dwaterman@pontiac.mi.us
(248) 758-3133



TJA Staffing Services

Corporate Training Division



Services Scope

Corporate Training Division

TJA Staffing Services offers training, consultation, seminars, workshops and complete training programs that are specifically tailored and customized to meet the needs of our clients.

Utilizing unique and innovative training tools to approach training topics, we can design and Implement training opportunities that vary from half-day seminars to a five-day training program.

We offer a variety of *Instrumented Learning Profiles* that provide a practical, personal, and nonjudgmental framework for exploring critical performance issues.

We also offer a variety of other creative service delivery options, including:

- Flexible training to match the fluctuations in your personnel requirements;
- Training and management of start-up operations and divisions;
- Re-engineering skill-sets to match the needs of a changing workplace;
- Transitional training, coping with stress, etc. and management during major business changes such as mergers, acquisitions and layoffs.

Services Scope 2

Corporate Training Division

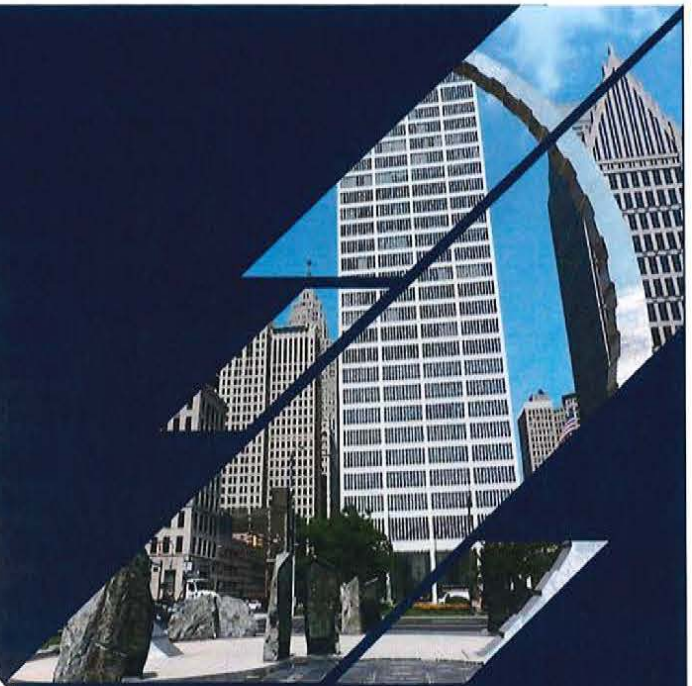
Wiley has developed *The Five Behaviors of a Cohesive Team*, based on Patrick Lencioni's best selling *The Five Dysfunctions of a Team*.

The Five Behaviors is an assessment-based learning experience that helps individuals and organizations reveal what it takes to build a truly cohesive and effective team in the most approachable, competent, and effective way possible. Powered by the online Everything DiSC®, the profile helps each participant understand their own DiSC style, their team members' styles and how their style contributes to the team's overall success. The program helps teams understand how, as a team, they score on the key components of The Five Behaviors model.

Inscape Publishing/Wiley

TRAINING SOLUTIONS is a provider of training programs that are published by John Wiley & Sons, Inc. and is a top 20 authorized partner for Everything DiSC, The Five Behaviors and PXT Select. Training Solutions is consistently in the top 1% of the authorized partner network for the 3 programs mentioned above. Wiley acquired Inscape Publishing February 2012 and then acquired Profiles International a few years later.

Inscape Publishing, Inc. was a leading developer of DiSC®-based corporate training and assessment solutions. Inscape launched Everything DiSC®, its third-generation applications that combine online assessment, classroom facilitation, and post-training follow-up reports to create powerful, personalized workplace development experiences



About PPS

Corporate Training Division



For nearly 30 years, millions of people around the world have improved performance and increased job satisfaction with the *Personal Profile System*. Today, the PPS continues to set the standard for research-based DiSC assessments.

Understanding self and others...

- Discover behavioral strengths
- Value the strengths of others
- Manage effectively
- Foster teamwork
- Improve communication skills
- Reduce conflict and stress
- Identify individual strengths and approaches to teamwork
- Clarify team members' roles
- Reinforce the contributions of every team member
- Reduce project cycle time and increase productivity
- Foster mutual support
- Enhance performance



Coping/Stress

*An approach to understanding
and developing effective
leaders*

- Discover personal leadership characteristics
- Define primary qualities needed by leaders
- Develop an understanding of the leader-follower relationship
- Encourage acceptance of different approaches to leadership
- Match leadership approaches to organizational needs
- Meet the challenge of today's team-oriented workplace
- Recognize the strengths in shared leadership

***Discover new leadership potential at all levels
of the organization and gain insight into
creating committed followers.***





Listening Profile

*Communication skills
development*

- Discover natural approaches to listening
- Capitalize on listening strengths
- Discover the impact of five listening approaches
- Learn how listening approaches impact listening effectiveness
- Improve ability to understand the purpose of different communications
- Overcome listening barriers and reduce conflict
- Enhance individual and team performance





Mediation Scope

Corporate Training Division

Training in Alternative Dispute Resolution & Mediation by providing Mediation Services in cases involving:

- Employment discrimination
- Labor Grievances
- Employee / Management
- Employee / Employee

Allowing you to run your entity more effectively and profitably...

- Discover behavioral styles
- Value the strengths of others
- Manage effectively
- Foster teamwork
- Improve communication skills
- Reduce conflict and stress
- Time Mastery Profile
- Clarify team members' roles
- Reinforce the contributions of every team member
- Reduce project cycle time and increase productivity
- Foster mutual support
- Enhance performance

Thank You!

*"We will remain on your project
until you are completely satisfied."*

Our mission is to be a world class full-service human resource firm distinguished by strong client relationships, extraordinary quality, and enhanced personalized service. Always providing applicants as exceptional as the companies we represent. To fulfill this mission we commit to focus on our customers, focus on our applicants, support our communities, and to take personal responsibility for the success of TJA Staffing Services.

For further information or questions about our services, please contact us.

TJA Staffing Services
2000 Towne Center
Suite 1140
Southfield, Michigan 48075

O: 313.638.1396
F: 313.638.2746

www.tj-adams.com



#9

**COMMUNICATION
FROM THE
CITY CLERK**

November 2020

Medical Marihuana Application Review Status Update

A Process that follows the ordinance as approved by the voters that is fair, transparent and has integrity.

Application Status	Number of Applicants as of November 13, 2020	Review Phase
Grower	7	1 in Phase 1 6 in Phase 4
Processor	3	2 in Phase 4 1 in Phase 1
Secure Transporter	1	Application Denied
Safety Compliance	0	
Provisioning – Cesar Chavez	17	17 in Phase 2 and 3
Provisioning – Downtown	23	23 in Phase 2
Provisioning – Non Overlay	48	34 in Phase 1 14 Ready for Phase 2
Provisioning – Walton Blvd	15	Phase 1

Reviewer	Reviews Completed	Under Review	Ready for Review
Financial Advisor	5 Grower, 1 Processor & 5 Cesar Chavez	1 Grower, 1 Processor & 12 Cesar Chavez	
Income Tax	6 Grower, 2 Processor, 17 Cesar Chavez & 6 Downtown		17 Downtown
Marihuana Regulations (50 th District Court & Liability Insurance)	6 Grower, 2 Processor & 17 Cesar Chavez	23 Downtown	
Treasury	5 Grower, 2 Processor & 2 Cesar Chavez	1 Grower & 15 Cesar Chavez	
Code Enforcement	6 Grower, 2 Processor & 17 Cesar Chavez		23 Downtown
Building & Safety	6 Grower & 2 Processor	N/A	N/A
Planning	6 Grower & 2 Processor	17 Cesar Chavez	
City Clerk	6 Grower & 2 Processor	17 Cesar Chavez	



Office of the City Clerk
Garland S. Doyle
Interim City Clerk
(248) 758-3200

<http://pontiaccityclerk.com/medical-marihuana>

Compliance	Reviews Completed	Under Review	Ready for Review
Legal Advisor			4 Grower & 1 Processor
Planning Advisor			4 Grower & 1 Processor

Monthly Goals

1. City Clerk to complete Cesar Chavez and Downtown Districts.
2. Marihuana Regulations to complete Downtown District and Phase I for Non-Overlay & Walton Blvd.

Unresolved Issues

1. The Planning Commission has not made a recommendation to the City Council about the proposed zoning map amendment to allow grower and processor facilities to locate outside of the Walton Blvd and Cesar Chavez Overlay Districts. The text amendment was submitted in January 2020. It has been seven months and still no action by the Planning Commission.

The Clerk will not be able to issue any grower or processor licenses outside of the Walton Blvd. & Cesar Chavez Overlay Districts until Ordinance 2363 the zoning ordinance for Medical Marihuana is amended. Conditional rezoning addresses non-conforming zoning issues. Conditional rezoning does not address the licensing statute in the zoning ordinance. The Clerk is obligated to follow ordinances as they are written. The Clerk will continue to review applications not affected by this issue.

2. The Planning Commission has not made a recommendation to the City Council about the proposed zoning text amendment regarding Hidden River being designated as a park. The text amendment was submitted in August of 2019. It is been over a year and still no action by the Planning Commission.

Phases

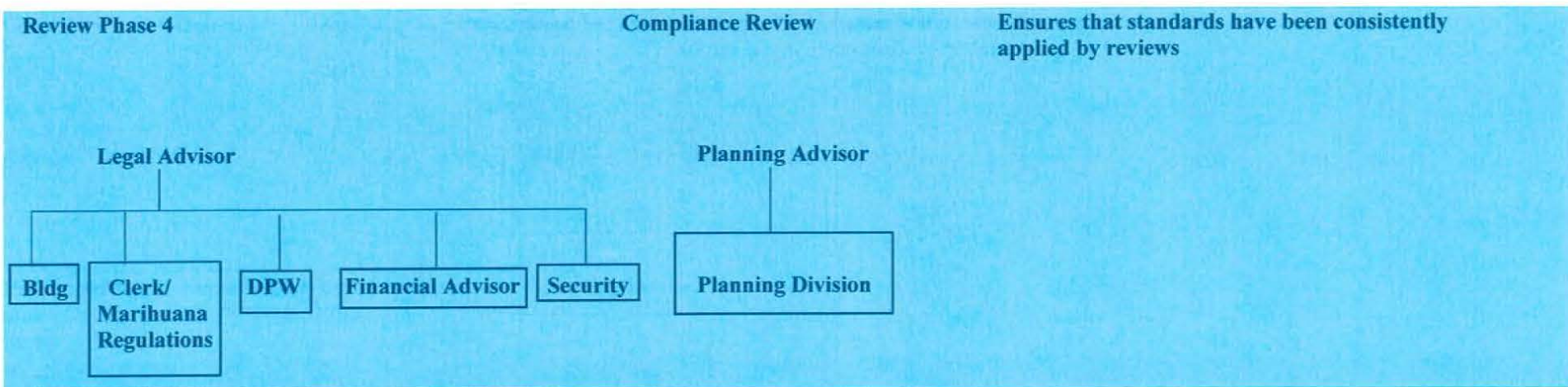
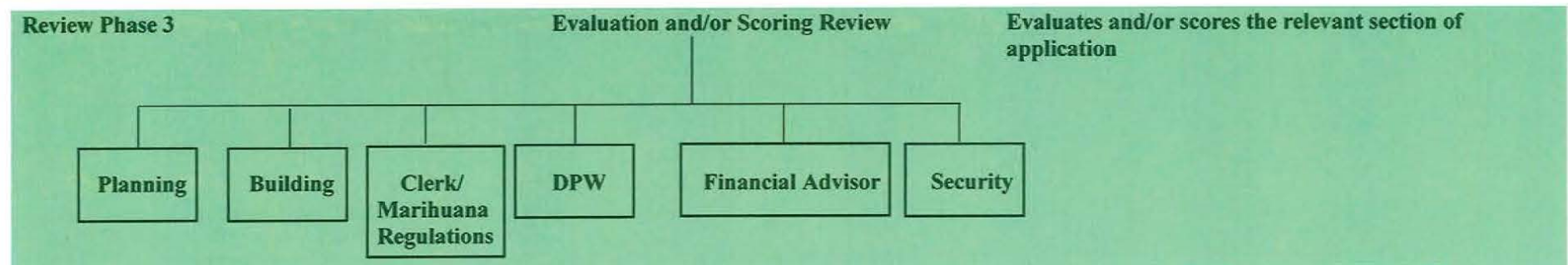
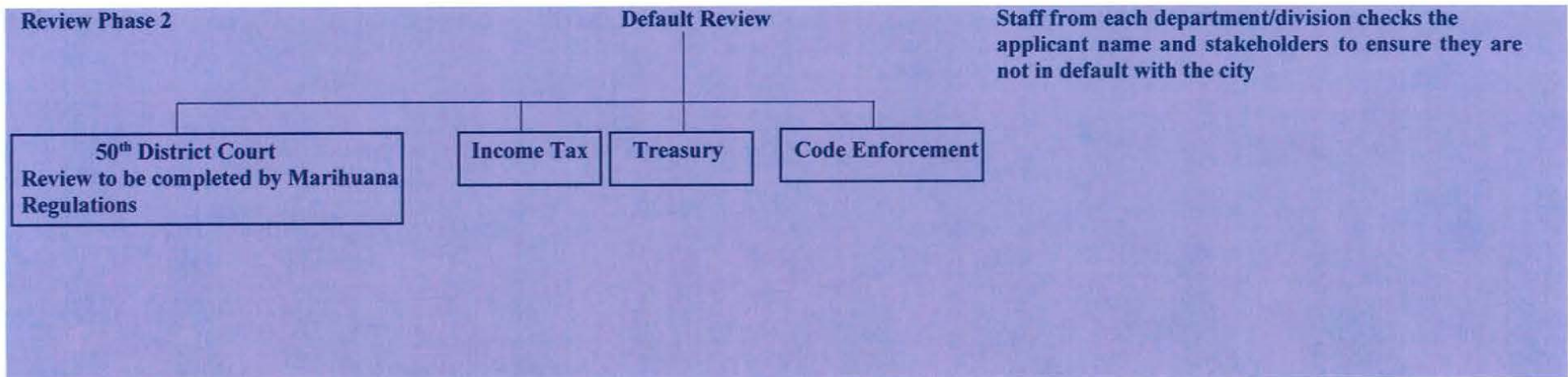
Type of Review

What happens during the review phase?

Review Phase 1

Content Review

Clerk staff will review application to make sure all information and exhibits have been submitted



Review Phase 5

Background Check

Review Phase 6

Conditional Approval or Application Denial

If applicant receives
conditional approval, they
advance to Phase 7

PROCESS FOR APPEAL

Pontiac City Clerk issues denial letter.



Applicant submits written appeal to Pontiac City Clerk
within 14 days.



Applicant can present additional clarifying information or
evidence that the applicant believes should be considered in assessing
its application.



Hearing officer conducts hearing on appeal and makes recommendation
to Pontiac City Clerk, who makes a decision on the matter.



Applicant may submit further written appeal to medical
marihuana commission within 30 days.

Review Phase 7

**Site Plan Approval and/if necessary Special
Exemption Approval**

Review Phase 8

Certificate of Compliance/Occupancy from

Building and Fire

Review Phase 9

Clerk issues a permit provided you have been issued your pre-qualification from the State of Michigan