

CITY OF ANN ARBOR
REQUEST FOR PROPOSAL



**INDIGENT LEGAL REPRESENTATION FOR MISDEMEANOR CASES
15TH JUDICIAL DISTRICT COURT**

RFP No. 904

Proposal Due Date: Friday, June 20, 2014 10:00 AM (Local Time)

15TH Judicial District Court
Administering Service Area/Unit

Issued By:
City of Ann Arbor
Procurement Unit
301 East Huron Street
Ann Arbor, Michigan 48107-8647

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SECTION 1

GENERAL INFORMATION

A. OBJECTIVE

The City of Ann Arbor is seeking proposals from individuals or firms interested in providing indigent legal representation services as described in and required by the United States and Michigan Constitutions for persons requiring those services for misdemeanor cases in 15th Judicial District Court.

The initial term of the contract resulting from this RFP will be one (1) year with an expected commencement date of August 1, 2014. At the City's option, the contract term may be extended for up to two (2) additional one-year periods. All extensions must be done by a written amendment with the same terms and prices set forth in the initial contract.

This is an annual retainer (flat fee) contract for services with all expenses and costs included in the retainer. Caseload will be monitored periodically during the contract term.

B. QUESTIONS OR CLARIFICATIONS OF RFP REQUIREMENTS

All questions regarding this RFP shall be submitted via email. Emailed questions and inquiries will be accepted from any and all prospective Respondents in accordance with the terms and conditions of this RFP.

All questions or requests for clarification shall be submitted on, or before 3:00 P.M. (Local Time), Thursday, June 12, 2014 and should be addressed as follows:

RFP 904 Scope of Work/Proposal Content questions emailed to Shryl Samborn, Court Administrator, 15th Judicial District Court at SLSamborn@a2gov.org

RFP 904 Process and HR Compliance questions to Mark Berryman, Procurement Officer, at mberryman@a2gov.org

The person making the request shall be held responsible for delivery and verification of receipt.

Should any prospective Respondent be in doubt as to the true meaning of any portion of this Request for Proposal, or should a prospective Respondent find any ambiguity, inconsistency or omission therein, the Respondent shall make a written request for an official interpretation or correction. Such requests must be submitted via email to mberryman@a2gov.org.

C. PROPOSAL REQUIREMENTS

To be considered, each Respondent must submit a response to this RFP using the format provided in Section III (Information Required and Evaluation Criteria). No other distribution of Proposals is to be made by the Respondent. The Proposal must be signed in ink by an official authorized to bind the Respondent to its provisions. Each Proposal must remain valid for at least ninety (90) days from the due date of this RFP.

Proposals should be prepared simply and economically providing a straightforward and concise description of the Respondent's ability to meet the requirements of the RFP. Original proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the Proposal. The proposal shall be printed in a double-sided format. Additional information provided in the appendices will not count towards the page limitations. Electronic versions of proposals must be submitted in the format specified.

Each person signing the Proposal certifies that he/she is the person in the Respondent's firm/organization responsible for the decision as to the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

Respondents must submit 5 copies of the sealed Proposal and 2 copies of the Fee Proposal in the manner specified in subsection F below.

D. SELECTION CRITERIA

Responsive proposals will be evaluated using a point system, as shown in Section III. The evaluation will be completed by a selection committee of staff from the 15th Judicial District Court in the City of Ann Arbor.

The following criteria will be used in evaluating proposals:

- Technical expertise, size and/or structure of firm and ability to timely complete assigned tasks.
- Location of staff assigned by firm to representation clients.
- Consistency in representation.
- Ability of the firm to meet or exceed the requirements defined in this RFP.
- Fee schedule.

At the initial evaluation, the fee proposals will not be reviewed. After initial evaluation, the Court will determine top applicants, and open only those fee proposals.

The Court does not anticipate holding interviews for these services. However, the Court has the right to request interviews with selected Respondents when necessary. If the Court elects to interview Respondents, during the interviews, the selected firms will be

given the opportunity to discuss their Proposal, qualifications, past experience, and their fee proposal in more detail. The Court further reserves the right to interview the key personnel assigned by the selected firm to provide these services. Respondents are expected to be available for interviews if requested.

All Proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the Respondent's response shall be documented and included as part of the final contract.

This document is not an offer to contract, but is an RFP. Neither the issuance of the RFP, preparation and submission of a response, nor subsequent receipt and evaluation of any response by the Court or City, will commit the Court or City to award a contract to any respondent even if all of the requirements in the RFP are met. Only the execution of a written contract will obligate the City in accordance with the terms and conditions contained in the contract.

E. ADDENDUM

All interpretation or correction, as well as any additional RFP provisions that the City may decide to include, will be made only as an official addendum that will be posted to a2gov.org and MITN.info and it shall be the Respondent's responsibility to ensure they have received all addenda before submitting a Proposal. Any addendum issued by the City shall become part of the RFP and will be incorporated in the Proposal.

Each Respondent must in its Proposal, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Respondent to receive, or acknowledge receipt of any addenda shall not relieve the Respondent of the responsibility for complying with the terms thereof. Any harm to the Respondent from such failure shall not be valid grounds for a protest against an award made under this solicitation.

The City will not be bound by oral responses to inquiries or written responses other than written addenda.

F. SEALED PROPOSAL SUBMISSION

All Proposals are due and must be delivered to the City Procurement Unit on or before **Friday, June 20, 2014 by 10:00 am (local time)**. Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Respondent must submit one (1) original Proposal, and four (4) additional copies of their proposal in a sealed envelope and two (2) copies of the Fee Proposal in a separate sealed envelope marked fee proposal contained within the Respondent's sealed Proposal.

Proposal submitted must be clearly marked: **RFP 904, Indigent Legal Representation for Misdemeanor Cases, 15th Judicial District Court** and then list Respondent's name and address.

Proposals must be addressed and delivered to:

City of Ann Arbor
Procurement Unit,
c/o Customer Services, 1st Fl
301 East Huron Street
P.O. Box 8647
Ann Arbor, MI 48107

All Proposals received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

Hand delivered Proposals will be date/time stamped/signed by the Procurement Unit at the address above in order to be considered. Normal business hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays.

The City will not be liable to any Respondent for any unforeseen circumstances, delivery or postal delays. Postmarking on the Due Date will not substitute for receipt of the Proposal. Each Respondent is responsible for submission of their Proposal.

Additional time will not be granted to a single Respondent; however, additional time may be granted to all Respondents when the City determines that circumstances warrant it.

By submitting a proposal, the Respondent represents that it has (1) thoroughly examined and become familiar with the scope of services outlined in the RFP and (2) is capable of performing quality work to achieve the City's objectives.

A Proposal will be disqualified if the Fee Proposal is not contained within a separate sealed envelope.

G. TERM AND TYPE OF CONTRACT

The contract period for the successful Respondent will be one (1) year from the date of award. The contract may be renewed for an additional two (2) one-year term upon satisfactory performance under the same terms and conditions and at the sole discretion of the Chief Judge of the 15th Judicial District Court with the approval of the City Administrator.

A copy of the City's Legal Services Agreement (PSA) and contract provisions, including the City's insurance requirements, is incorporated into the RFP as Appendix A. Those

who wish to submit a Proposal to the City are required to carefully review the Professional Services Agreement. Respondents should specifically note that the Insurance requirements under a City contract are listed in the PSA. The selected Respondent will be required to execute the City's Professional Services Agreement. **The City will not entertain changes to the terms of the standard Professional Services Agreement except where required based on the negotiated scope, fee, and if applicable contract period.**

H. COST LIABILITY

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the consultant prior to the execution of a Professional Services Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement. By submitting a Proposal, Respondent agrees to bear all costs incurred or related to the preparation, submission and selection process for the Proposal.

I. AWARD PROTEST

All Proposal protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The Respondent must clearly and specifically state the basis for the protest in sufficient detail for the City to review and respond. If a Respondent contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the Respondent to the Purchasing Agent. The Purchasing Agent will provide the Respondent with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

J. SCHEDULE

The Proposals submitted should define an appropriate schedule in accordance with the requirements of the Proposed Work Plan in Section III.

The following is the anticipated schedule for this RFP and PSA procurement.

Activity/Event	Anticipated Date
Advertise RFP 904	May 30, 2014
Question/Clarification Deadline	June 12, 2014
Proposal Deadline	June 20, 2014

Interviews (if held)	Week of June 23, 2014
Approval and tentative award of contract	July 7, 2014

Note: The above schedule is for information purposes only and is subject to change at the City's discretion.

K. DISCLOSURES

All information in a Respondent's Proposal is subjected to disclosure under the provisions of Public Act No. 442 of 1976 know as the "Freedom of Information Act". This act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted under the Freedom of Information Act.

A Respondent's labeling of any proposal material as "confidential" or otherwise exempt from disclosure is not binding on the City, and the City will not be liable to the Respondent or to any other person or entity for disclosing any portion of the Respondent's proposal as required by law.

L. DEBARMENT

Submission of a proposal in response to this RFP is certification that the Respondent is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

M. SUBCONTRACTORS

No contract may be sublet without the written consent of the City of Ann Arbor. Any subcontractor, so approved, shall be bound by the terms and conditions of this contract. The Respondent shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Ann Arbor for such acts or omissions.

N. HUMAN RIGHTS INFORMATION

The City's standard PSA outlines the requirements for fair employment practices under City of Ann Arbor contracts. To establish compliance with this requirement, the Respondent should complete and return with its Proposal completed contract compliance forms. In event they are not, the Respondent will have 24 hours from the

City's request to return completed forms. Contract compliance forms are found in Section IV, Attachment B.

O. LIVING WAGE

All Respondent's proposing to do business with the City of Ann Arbor, except those specifically exempted by regulations promulgated by the Administrator and approved by City Council, agree to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code and, if a "covered employer" as defined therein to pay those employees providing services to the City under this agreement a "living wage" as defined in Chapter 23 of the Ann Arbor City code; and, if requested by the City, provide documentation to verify compliance. The Respondent agrees to comply with the provisions of Section 1:815 of Chapter 23 of the Ann Arbor City Code.

The Living Wage form should be submitted with Proposal. In event they are not, the Respondent will have 24 hours from the City's request to return completed forms. Section 1:815 and Living wage forms are found in Section IV, Attachment C.

P. CONFLICT OF INTEREST DISCLOSURE

The City of Ann Arbor Purchasing Policy requires that prospective Vendors complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Vendor unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Vendor Conflict of Interest Disclosure Form is found in Section IV, Attachment D.

Q. INDEPENDENT FEE DETERMINATION

1. By submission of a proposal, the submitter certifies, and in the case of joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
 - a) They have arrived at the fees in the proposal independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such fees with any other proposal submitter or with any competitor.

- b) Unless otherwise required by law, the fees which have been quoted in the proposal have not been knowingly disclosed by the submitter and will not knowingly be disclosed by the submitter prior to award directly or indirectly to any other prospective submitter or to any competitor.
 - c) No attempt has been made or shall be made by the proposal submitter to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
 - d) Each person signing the proposal certifies that she or he is the person in the proposal submitter's organization responsible within that organization for the decision as to the fees being offered in the proposal and has not participated (and will not participate) in any action contrary to 1.a), b), or c) above.
2. A proposal will not be considered for award if the sense of the statement required in the Fee Analysis portion of the proposal has been altered so as to delete or modify 1.a), c), or 2 above. If 1.b) has been modified or deleted, the proposal will not be considered for award unless the submitter furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the Issuing Office determines that such disclosure was not made for the purpose of restricting competition.

R. IRS FORM W9

The selected Respondent will be required to provide the City of Ann Arbor an IRS form W-9.

S. NEWS RELEASE

Respondents shall not issue any news releases or make any statement to the news media pertaining to this RFP, proposal, contract, or any work resulting therefrom without the prior written consent of the City Administrator.

T. RESERVATION OF RIGHTS

- 1. The Court reserves the right in its sole and absolute discretion to accept or reject any or all Proposals or alternative Proposals, in whole or in part, with or without cause.
- 2. The Court reserves the right to waive, or not waive, informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the City to be in the best interests of the City even though not the lowest bid.

3. The Court reserves the right to request additional information from any or all Respondents.
4. The Court and City reserve the right not to consider any Proposal which it determines to be unresponsive and deficient in any of the information requested within RFP.
5. The Court and City reserve the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope to be implemented.
6. The Court reserves the right to select one or more Respondent's to perform services.
7. The Court and City reserve the right to retain all Proposals submitted and to use any ideas in a Proposal regardless of whether that Proposal is selected. Submission of a Proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the Proposal submitted.
8. The Court and City reserve the right to disqualify Proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within the RFP.

SECTION 2
SCOPE OF SERVICES

Background

Provide full and complete representation, upon receipt of an appointment from a judge or magistrate, of indigent defendants charged with misdemeanors in the 15th Judicial District Court with potential sanctions upon conviction which may include incarceration. In addition to the regular misdemeanor docket, there are special dockets, defined as follows:

- Sobriety Court
- Street Outreach Court
- Veterans Court
- Domestic Violence Court

The selected Firm will be required to appear at all hearings with the client and, throughout the case, zealously represent the client in a manner consistent with the standards established by the Michigan Rules of Professional Conduct.

The selected Firm would be expected to be available in connection with appointments to the District Court's specialty courts for team meetings, events, court dockets, trainings, VOPS and Review Hearings. The Firm will be required to access and review data in DCCMIS, a specialized case management system.

Appointment process subject to Administrative Order D15 2004-01, Appointment of Counsel for Indigent Parties (attached as Appendix B).

Scope of Work

Indigent Legal Representation Services

1. Substantive Duties

- a. Provide legal representation of indigent defendants for all misdemeanor case appointments in the 15th Judicial District Court.
- b. Be able to be reached by Court and client and appear in a timely manner when appointments are made.
- c. Prepare for and attend all court hearings, settlement conferences, scheduling conferences and client meetings.
- d. Perform necessary legal research, draft, and file and arrange for service of all necessary pleadings, memos, correspondence and other documents.

2. Administrative Duties

- a. The selected Firm will use, review and update all forms and official documents necessary to the fulfillment of legal representation responsibilities.

- b. The selected Firm will be responsible to maintain confidentiality with regard to cases and information pertaining to any assigned clients.
- c. The selected Firm will perform other such duties as may be required by law or necessary as determined by the Court.
- d. The selected Firm will work closely with the Court and the 15th District Court Administrator to ensure a smooth working relationship.
- e. The selected Firm will guarantee that each attorney assigned is qualified to provide the highest quality of legal services for the situation and for the individual(s) being served.
- f. The selected Firm will maintain detailed records regarding each assigned case and maintain a conflicts database.

3. Specialty Courts

- a. The selected Firm will designate an attorney to participate on the Planning Committee and in the staffing of cases.
- b. The designated attorney will attend treatment team meetings.
- c. The selected Firm and the designated attorney will comply with all adopted specialty court policies and procedures
- d. The selected Firm and the designated attorney will assure that participant procedural due process rights are protected.
- e. The selected Firm and the designated attorney will participate in training on how to screen for eligible participants (as needed).
- f. The selected Firm will access and review participant data into DCCMIS in a timely manner.

Minimum Requirements for Firm/Attorneys Handling Assigned Cases

1. The selected Firm must have a minimum of two (2) attorneys meeting all relevant requirements. It is important to the Court that the attorneys who appear are familiar with the cases and clients and do not allow substitution of other attorneys except in unusual circumstances. The Firm shall provide all training and supervision of attorneys as necessary to furnish professional legal representation. The selected Firm shall designate a lead/supervising attorney who will be responsible for coordinating full-time coverage of the designated assignments, will function as the primary backup attorney, act as the primary liaison with the Court and the City regarding legal representation being provided and contract administration.
2. The selected Firm must maintain an active office in Washtenaw County within a reasonable distance from the 15th District Court and accessible by an established bus route. At its own expense, the selected Firm shall furnish all intake, secretarial and administrative services, legal research, investigative services, office space and supplies, capital equipment, discovery costs, and all other services reasonably necessary to provide professional legal representation.
3. Each attorney must be licensed to practice law in the State of Michigan.

4. Each attorney must be a member in good standing of the State Bar of Michigan.
5. Each attorney must have maintained an active criminal practice in Washtenaw County for at least three (3) years.
6. Each attorney must be able to get to and from all court hearings, client meetings, visits, etc. using their own transportation that is properly insured and must provide copies of insurance and renewals to the 15th District Court, and must have a valid driver's license.
7. Each attorney must maintain and monitor an email address and must have internet access. Each attorney must also maintain and monitor a cell phone number unless the firm maintains a full time secretarial staff.
8. Submit the name of three (3) references. These references shall be substantially involved in criminal law and familiar with the Firm/attorney's work.
9. Submit a detailed transition plan for current pending cases.
10. Be able to procure and maintain professional liability insurance in a form and amount acceptable to the Ann Arbor City Attorney.
11. The selected Firm must report any conflict of interest (Firm or individual attorney) immediately to the 15th District Court Administrator or the office of the judge assigned to preside over the case as soon as possible after the conflict is identified.

SECTION 3

INFORMATION REQUIRED FROM ALL PROPOSAL SUBMITTERS

Submitters should organize Proposals into the following Sections:

- A. Professional Qualifications
- B. Past Involvement Providing Similar Services
- C. Fee Proposal (include in a separate sealed envelope)
- D. Authorized Negotiator
- E. Attachments

The following Section describes the elements that should be included in each of these proposal sections and the weighted point system that will be used for evaluation of the proposals.

A. Professional Qualifications – 40 points

1. State the full name and address of your firm and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Michigan.
 - List previous names of the firm, if any.
 - List any d/b/a used by the firm, if any.
2. Describe the history of your firm, in terms of length of existence, type of services provided, size of firm, etc. Identify the technical details which make the firm qualified for this work.
3. Identify the number and nature of the professional staff to be assigned, staff experience and training. Identify only individuals who will do the work if assigned by name, title and area of responsibility in servicing the contract. Show where these personnel will be physically located during the time they are engaged in the work. Brief resumes and qualifications (not exceeding 3 pages) are required for all proposed project personnel.
4. Identify the earliest date of availability to assume the duties.
5. Provide a list of any litigation, administrative or regulatory proceeding within the past five years in which the firm or an individual member of the firm were a named party. List any current litigation, outstanding judgments liens, administrative or regulatory proceedings or similar matters (if any). The successful Respondent shall have a continuing obligation to disclose any such actions during the period of the RFP process and any contract resulting from this RFP.

B. Past Involvement Providing Similar Services - 30 points

The proposal must also indicate proven ability to complete similar services in a time sensitive manner.

A list of references for similar work performed in the last three (3) years must be included. The list shall include contact name, owner name, address, and phone number and the type of work.

C. Fee Proposal - 30 points

D. Authorized Negotiator

Include the name and phone number of person(s) in your organization authorized to negotiate the Scope of Work with the City.

E. Attachments

The following attachments must be included with the proposal submission:

- Attachment A: - Legal Status of Respondent
- Attachment B – Contract Compliance Forms
- Attachment C – Living Wage Declaration of Compliance Form
- Attachment D – Vendor Conflict of Interest Disclosure Form

Additional information, such as resumes of key personnel may be attached to the proposal.

F. Proposal Evaluation

Members of the Selection Committee will evaluate each proposal by the above described criteria and point system (A and B) to select a short list of firms for further consideration. The City reserves the right to not consider any proposal which it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The Committee may contact references to verify material submitted by the Proposers. Fee Proposals (C) will only be opened after the initial evaluation has been completed. The City will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

SECTION 4

ATTACHMENTS

- Attachment A -- Legal Status of Respondent
- Attachment B -- Contract Compliance Forms
- Attachment C -- Living Wage Declaration of Compliance Form
- Attachment D -- Vendor Conflict of Interest Disclosure Form

**ATTACHMENT A
LEGAL STATUS OF RESPONDENT**

(The Respondent shall fill out the provision and strike out the remaining ones.)

The Respondent is:

- A corporation organized and doing business under the laws of the state of _____, for whom _____ bearing the office title of _____, whose signature is affixed to this proposal, is authorized to execute contracts on behalf of respondent.*

*If not incorporated in Michigan, please attach the corporation's Certificate of Authority

- A limited liability company doing business under the laws of the state of _____, whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.
- A partnership organized under the laws of the state of _____ and filed with the county of _____, whose members are (attach list including street and mailing address for each.)
- An individual, whose signature with address, is affixed to this RFP.

Respondent has examined the basic requirements of this RFP and its scope of services, including all Addenda (if applicable) and hereby agrees to offer the services as specified in the RFP.

Signature Date: _____

(Print) Name _____ Title _____

Firm: _____

Address: _____

Contact Phone _____ Fax _____

Email _____

ATTACHMENT B INSTRUCTIONS FOR COMPLETING CONTRACT COMPLIANCE FORM

City Policy

The “non discrimination in contracts” provision of the City Code, (Chapter 112, Section 9:161) requires contractors/respondents/grantees doing business with the City not to discriminate on the basis of actual or perceived race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical or mental limitations, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status against any of their employees, any City employee working with them, or any applicant for employment. It also requires that the contractors/respondents/grantees include a similar provision in all subcontracts that they execute for City work or programs.

This Ordinance further requires that each prospective contractor/respondent submit employment data to the City showing current total employee breakdown by occupation, race and gender. This allows the Human Rights Office to determine whether or not the contractor/respondent has a workforce that is reflective of the availability of women and under-represented minorities within the contractor’s labor recruitment area (the area where they can reasonably be expected to recruit employees). ***This data is provided to the City on the Human Rights Contract Compliance Forms (attached).***

To complete the form:

- 1) **If a company has more than one location, then that company must complete 2 versions of the form.**
 - **Form #1** should contain the employment data for the **entire corporation**.
 - **Form #2** should contain the employment data for those employees:
 - who will be working on-site;
 - in the office responsible for completing the contract; or,
 - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).

- 2) If the company has only one location, fill out Form #1 only.

- 3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization’s president.

- 4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.

- 5) Return the completed form(s) to *your contact* in the City Department for whom you will be conducting the work.

For assistance in completing the form, contact:

Procurement Office of the City of Ann Arbor
734/794-6576

If a contractor is determined to be out of compliance, the Procurement Office will work with them to assist them in coming into compliance.

CITY OF ANN ARBOR PROCUREMENT OFFICE
HUMAN RIGHTS CONTRACT COMPLIANCE FORM
Entire Organization (Totals for All Locations where applicable)

Form #1

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

Address _____ County _____ Phone # _____
(Street address) (City) (State) (Zip) (Area Code)

Fax# _____ Email Address _____
(Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												TOTAL COLUMNS A-L
	Male						Female						
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	
A	B	C	D	E	F	G	H	I	J	K	L		
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

CITY OF ANN ARBOR PROCUREMENT OFFICE
HUMAN RIGHTS CONTRACT COMPLIANCE FORM
Local Office (Only those employees that will do local or on-site work, if applicable)

Form #2

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

Address _____ County _____ Phone # _____
 (Street address) (City) (State) (Zip) (Area Code)

Fax# _____ Email Address _____
 (Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												TOTAL COLUMNS A-L
	Male						Female						
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	
	A	B	C	D	E	F	G	H	I	J	K	L	
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

**ATTACHMENT C
CITY OF ANN ARBOR
LIVING WAGE ORDINANCE
DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the **Living Wage**. This wage must be paid to the employees for the length of the contract/project.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance. If this exemption applies to your firm, please check below:

_____ This **company** is exempt due to the fact that we employ or contract with fewer than 5 individuals.

_____ This **non-profit agency** is exempt due to the fact that we employ or contract with fewer than 10 employees.

The Ordinance requires that all contractors/vendors and/or grantees agree to the following terms:

- a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$12.70/hour when health care is provided, or no less than \$14.18/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2014.
- b) Please check the boxes below which apply to your workforce:
 - Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes_____ No_____

OR

 - Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes_____ No_____
- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- d) To provide the City payroll records or other documentation as requested; and,
- e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions under penalty of perjury and violation of the Ordinance.

Company Name

Address, City, State, Zip

Signature of Authorized Representative

Phone (area code)

Type or Print Name and Title

Email address

Date signed

Questions about this form? Please contact:
Procurement Office City of Ann Arbor
Phone: 734/794-6500

Revised 3/2014 rev.0

**CITY OF ANN ARBOR
LIVING WAGE ORDINANCE**

RATE EFFECTIVE APRIL 30, 2014 - ENDING APRIL 29, 2015

\$12.70 per hour

If the employer provides health care benefits*

\$14.18 per hour

If the employer does NOT provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

The Law Requires Employers to Display This Poster Where Employees Can Readily See It.

**For Additional Information or to File a Complaint Contact
Mark Berryman at 734/794-6500 or mberryman@a2gov.org**

ATTACHMENT D VENDOR CONFLICT OF INTEREST DISCLOSURE FORM



Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

Certification: I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Vendor Name	Vendor Phone Number
Conflict of Interest Disclosure *	
Name of City of Ann Arbor employees, elected officials, or immediate family members with whom there maybe a potential conflict of interest.	<input type="checkbox"/> Relationship to employee _____ <input type="checkbox"/> Interest in vendor's company _____ <input type="checkbox"/> Other _____

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that the information provided is true and correct by my signature below:

Signature of Vendor Authorized Representative Date _____
Printed Name of Vendor Authorized Representative

PROCUREMENT USE ONLY

- Yes, named employee was involved in Bid / Proposal process.
- No, named employee was not involved in procurement process or decision.

**APPENDIX A
SAMPLE LEGAL SERVICES AGREEMENT**

AGREEMENT BETWEEN

AND THE CITY OF ANN ARBOR
FOR PROFESSIONAL LEGAL SERVICES

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 East Huron Street, Ann Arbor, Michigan 48107 ("City"), and _____ ("Firm") a _____ with its address at _____ agree as follows on this _____ day of _____, 2014.

The Firm agrees to provide professional legal services to the City under the following terms and conditions:

I. DEFINITIONS

Administering Service Area/Unit means 15th Judicial District Court ("the District Court").

Contract Administrator means the District Court Administrator acting personally or through any assistants designated from time to time by the District Court Administrator

Project means Court-Appointed Indigent Legal Representation, RFP 904.

II. DURATION

This Agreement shall become effective on August 1, 2014, and shall remain in effect until June 30, 2015, unless terminated as provided for in this Agreement.

The City may renew this Agreement twice for an additional one-year term on the same terms and conditions subject to satisfactory performance by the Firm. Should the District Court and the City elect to renew the Agreement the Firm will be provided with notice of the election no less than sixty (60) days before the end of the respective term.

III. SERVICES

- A. The Firm agrees to provide professional legal services ("Services") to represent indigent persons when appointed by a judge or magistrate for this purpose in connection with the Project as described in Exhibit A.
- B. Quality of Services under this Agreement shall be of the level of professional quality performed by attorney regularly rendering criminal defense representation. Determination of acceptable quality shall be made solely by the Contract Administrator.

- C. The Firm shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

IV. COMPENSATION OF FIRM

- A. The Firm shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Firm, and approved by the Contract Administrator.
- B. The Firm shall keep complete records of time spent on District Court appointments so that the City or District Court may independently substantiate invoices submitted by the Firm.
 - 1. The Firm shall provide to the Contract Administrator with cc to the City CFO on a monthly basis a detailed accounting for time spent in the prior month on each open appointed case. The detailed accounting shall list the following minimum information: Case No., appointment date, time spent on matters for each case. The detailed accounting shall be submitted no later than thirty (30) days after the last day of the prior month.
 - 2. The Firm shall provide upon request, in addition to the monthly detailed accounting, time records in summary form on a form approved by the Michigan State Court Administrative Office.
- C. Any authorized agent of the City, including the CFO or his/her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of the Firm, involving transactions related to the Agreement until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations.

V. INSURANCE/INDEMNIFICATION

- A. The Firm shall procure and maintain during the life of this contract, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the acts were made by the Firm or by any subcontractor or anyone employed by them directly

or indirectly. In the case of all contracts involving on-site work, the Firm shall provide to the City, before the commencement of any work under this contract, documentation demonstrating it has obtained the policies required by Exhibit C.

- B. Any insurance provider of Firm shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, the Firm shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result from any acts or omissions by the Firm or its employees and agents occurring in the performance of or breach in this Agreement.

VI. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Firm agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of Section 209 of the Elliot-Larsen Civil Rights Act (MCL 37.2209) The Firm further agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.
- B. Living Wage. The Firm is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code and agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Firm agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VII. WARRANTIES BY THE FIRM

- A. The Firm warrants that the quality of its Services under this Agreement shall conform to the level of professional quality performed by experts regularly rendering this type of service.
- B. The Firm warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Firm warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Firm warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.

VIII. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to the Firm except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Notwithstanding the preceding paragraph, the City may terminate the Agreement if Firm or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to any criminal offense. Termination for the reason stated in this paragraph is effective upon receipt of notice.
- D. Firm acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise

made available by giving written notice of termination to the Firm. The Contract Administrator shall give the Firm written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

- E. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Firm access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Firm of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Firm shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Firm shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Firm shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other.

Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the FIRM, it shall be addressed and sent to:

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor
301 E. Huron
Ann Arbor, Michigan 48107
Attn: 15th District Court Administrator

XII. CHOICE OF LAW

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XIII. CONFLICT OF INTEREST

Firm certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Firm further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

XIV. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XV. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Firm with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. This Agreement may be altered, amended or modified only by written amendment signed by the Firm and the City.

FOR FIRM

By _____
Its

FOR THE CITY OF ANN ARBOR

By _____
John Hieftje, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Steven D. Powers, City Administrator

Shryl Samborn
15th District Court Administrator

Approved as to Form and Content

Stephen K. Postema, City Attorney

EXHIBIT A
SCOPE OF SERVICES

The Firm shall fully coordinate all Services with the District Court Administrator and Chief Judge.

Provide full and complete representation, upon receipt of an appointment from a judge or magistrate, of indigent defendants charged with misdemeanors in the 15th Judicial District Court with potential sanctions upon conviction which may include incarceration. The Firm agrees to appear at all hearings with the client and, throughout the case, zealously represent the client in a manner consistent with the standards established by the Michigan Rules of Professional Conduct.

Provide full and complete representation, upon receipt of an appointment and assignment from a judge or magistrate, of indigent defendants in connection with all specialty courts administered by the 15th Judicial District Court.

All Services to be provided in conformance with the terms and conditions of RFP 904.

**EXHIBIT B
FEE SCHEDULE**

This is a flat fee contract for services. Firm will be paid _____ for the term of this agreement without regard to the number of cases assigned to the Firm (i.e. open assigned cases regardless of date of assignment) and without regard to the actual amount of time expended by the Firm per case. The Firm acknowledges and agrees to provide full and complete legal representation for all court-appointments under this Agreement for the flat-fee fee stated above and waives any right to request additional funds during the term.

EXHIBIT C
INSURANCE REQUIREMENTS

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Firm shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s). The certificates of insurance shall meet the following minimum requirements.

- A.
1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Firm and its employees in an amount not less than \$1,000,000.
 2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit
 3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000 Per Job General Aggregate
\$1,000,000 Personal and Advertising Injury
 4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
 5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A. 3 and A. 4 of this contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Firm agrees to waive any right of recovery by its insurer against the City.
- C. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Firm supplies a copy of the endorsements required on the policies. Upon request, the Firm shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Firm shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.

APPENDIX B
ADMINISTRATIVE ORDER D15 2004-01
APPOINTMENT OF COUNSEL FOR INDIGENT PARTIES



Michigan Supreme Court
State Court Administrative Office
Trial Court Services Division
Michigan Hall of Justice
P.O. Box 30048
Lansing, Michigan 48909
Phone (517) 373-1835

February 17, 2004

Honorable Ann E. Mattson
Chief Judge
15th District Court
Courthouse
101 E. Huron
Ann Arbor, MI 48107-8650

Re. Administrative Order D15 2004-01
Appointment of Counsel for Indigent Parties

Dear Judge Mattson:

This is to advise that we have reviewed the above- referenced administrative order and find that it conforms with the requirements of MCR 8.112(B). This order is being accepted and filed until advised by your court of any change.

Sincerely,

A handwritten signature in black ink, appearing to read "Neal Raaen".

Neal Raaen
Director, Trial Court Services

NR/adam
cc: Mr. Keith Zensloft
Ms. Deborah Green, Region 1 Administrator

FILED
15th DISTRICT COURT
2004 FEB 23 4 41 PM