



## MICHIGAN INDIGENT DEFENSE COMMISSION

Dear Grantee:

Attached is the fiscal year 2020 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 2020 Grant Contract**

Please read the grant contract carefully and share it 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 and then entered into SIGMA for payment. You will receive a fully executed copy of the contract by email.

Once the contract has been fully executed, the initial state grant disbursement will be processed for advance payment. The state grant disbursement will be reduced by any reported FY19 unexpended state grant funds.

This contract covers any spending occurring between **October 1, 2019 and September 30, 2020** that has been approved as part of the cost analysis. Please see Attachment B to the contract for the funding unit's approved budget.

### **Grant Reporting and Webinars**

The first quarterly compliance and financial reports will be due **January 31, 2020**. This report should reflect compliance and financial information for the period of October 1, 2019 through December 31, 2019. *Please note that budget adjustment and substantial plan change requests should only be submitted with the quarterly reports.* If you have questions about this, please contact your Regional Manager.

The MIDC staff will host informational webinars regarding first quarter reporting in January 2020. Additional information on the upcoming webinars will be available soon.

### **Upcoming Commission Meetings**

The Commission's final meeting of the year will be December 17, 2019 at 200 N. Washington Square in downtown Lansing. The agenda and meeting packet will be posted on the Commission's website, [www.michiganidc.gov](http://www.michiganidc.gov), in advance of the meeting. We welcome you to attend the

meeting, which will begin at 11:00 a.m. The Commission will publish the schedule for 2020 meetings in December.

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, [www.michiganidc.gov/grants](http://www.michiganidc.gov/grants), where you can find information regarding the time and location of the Commission's meetings, as well as other updated information.

Sincerely,

*s/Loren Khogali*

Loren Khogali, Executive Director  
Michigan Indigent Defense Commission  
Phone: (517) 275-2845/Email: [khogalil@michigan.gov](mailto:khogalil@michigan.gov)

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

GRANTEE/ADDRESS:

Christopher Taylor  
Mayor  
301 E. Huron Street  
Ann Arbor, MI 48104  
734-794-6161

GRANTOR/ADDRESS:

Michigan Indigent Defense Commission  
Department of Licensing and Regulatory Affairs  
200 N. Washington Square  
Lansing, MI 48933  
517-657-3060  
866-291-0874

GRANT PERIOD:

From October 1, 2019 to September 30, 2020

TOTAL AUTHORIZED BUDGET:           \$393,529.96

FY 20 State Grant Contribution:   \$73,138.66

FY 20 Local Share Contribution:   \$206,506.85

FY 19 Prior Year Unspent Funds:   \$113,884.45

ACCOUNTING DETAIL:                   Accounting Template No.: 6411113T032

SIGMA Vendor Code: 0047636

## GRANT

This is Grant # 2020-68 between the Michigan Indigent Defense Commission (MIDC) (Grantor), and the City of Ann Arbor (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. In the event a budget is not enacted by the effective date of the grant, the grant agreement will not be executed.

### 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 \$187,023.11.

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, 2019 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.

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, 2020  
25% disbursement – August 14, 2020 (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. 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. 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 10/1/19–12/31/19 - – January 31, 2020

2<sup>nd</sup> FSR and compliance report for 1/1/20-3/31/20 – April 30, 2020

3<sup>rd</sup> FSR and compliance report for 4/1/20-6/30/20 – July 31, 2020

Final FSR and compliance report for 7/1/20-9/30/20 – October 31,2020

## **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.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance (\$750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

## **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.

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

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Date

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

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Date

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Christopher Taylor, Mayor  
City of Ann Arbor

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Date

GRANT NO. 2020-68

MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

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**Compliance Planning Costs**

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

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

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

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**Submitter Information**

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**Funding Unit/System Name:** City of Ann Arbor

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

Shryl Samborn, Court Administrator, slsamborn@a2gov.org, 734.794.6757

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**Local Share**

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

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

Yes |  No

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**Attachments Submitted**

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MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

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

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Standard 1

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Training of Attorneys

**Number of attorneys as of October 1, 2019:** The number of attorneys is (14) fourteen; this includes (3) three attorneys from the City of Ann Arbor list and (11) eleven from the Washtenaw County list.

**Number of attorneys with less than 2 years of Michigan criminal defense experience as of October 1, 2019** N/A

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

If yes, please describe:

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

If yes, please describe:

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Standard 2

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Initial Attorney meetings

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**How and when are defense attorneys notified of new assignments?**

All adult felony indigent cases are initially assigned to the Washtenaw County Office of Public Defender. Appointment information is sent to the Public Defender Office immediately after arraignments via OnBase or fax. The Office of the Public Defender is responsible for determining if there is a conflict on each case. If there is a conflict, the Public Defender is responsible for notifying the conflict attorneys and the court of any conflict and preparing the Motion to Withdraw and Order for Appointment of New Counsel. Please see the Washtenaw County MIDC Plan for additional details.

All 15th District Court misdemeanor cases with indigent defendants are initially assigned to the indigent defense firm contracted by the City of Ann Arbor. Upon appointment, each defendant receives a copy of the Order of Appointment and a business card for the attorney. The defendant is directed by the judge to contact the attorney immediately via email or phone. Orders of Appointment are scanned, along with a copy of the ticket or complaint, and then emailed to the contract attorneys. If the firm determines that there is a conflict, the attorney either provides notice on record during court proceedings or submits a Motion to Withdraw. The staff of the judge assigned to the case contacts attorneys on the assigned counsel list to obtain new counsel for the defendant. The new attorney files a Substitution of Attorney form with the Court. The Court then notifies the defendant of the substitution and provides him or her with contact information for the new attorney.

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**How are you verifying that in-custody attorney visits occur within three business days?**

Verification is not yet occurring. Contract counsel for misdemeanor cases has been provided with MIDC information, e.g. standards, proposed invoice and FAQs-from-Attorneys. Additionally, the Washtenaw County Office of Public Defender, which receives the initial court appointments on adult felony indigent cases, are aware of the standards. The County has not yet signed its FY19 MIDC contract.

We anticipate using the MIDC proposed invoice to capture the interview date.

MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

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

Verification is not yet occurring. We anticipate capturing this information from attorney invoices.

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**How are you compensating attorneys for this standard? Please provide details:**

No invoices have included fees for initial interviews. Fees will be paid at an hourly rate.

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

**If yes, please explain:**

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

**If yes, please explain:**

Confidential Meeting Spaces

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

**Please explain or describe:**

The majority of adult felony arraignments, probable cause conferences, and preliminary examination hearings are held at the 14A-1 District Court, 4133 Washtenaw Avenue, Ann Arbor, Michigan, 48108. The 14-A1 District Court is attached to the Washtenaw County Jail. Each 14A-1 courtroom has two small conference rooms located just outside of the courtroom. There are two additional conference areas in the Public Defender Office. There are also four interview phone areas for incarcerated clients.

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

**Please explain or describe:**

The 15th District Court, where adult misdemeanor cases are heard, has two attorney conference rooms located outside each of the four courtrooms. Additionally, the holding cells for the courtrooms have phone interview rooms. Attorneys and their clients can see each other through glass while speaking via phone. Furthermore, an office, located on the fourth floor of the Justice Center, is now assigned to the law firm that holds the indigent defense counsel contract.

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

**Please explain or describe:**

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

**Please explain or describe:**

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**If you had construction for meeting spaces in your FY19 plan, please provide an update on the construction project:**

No construction projects were included in the FY19 plan.

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**Standard 3**

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Experts and Investigators

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

**If yes, please explain or attach:**

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**Any change in the process from FY19?**  Yes |  No

**If yes, please explain:**

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

**If yes, please explain:**

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### Standard 4

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Counsel at First Appearance and Other Critical Stages

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**How are you providing counsel at first appearance and other critical stages? Please provide details:**

Currently, for the majority of cases (felony and misdemeanor), indigent counsel appointments occur at arraignment with the attorney absent. Counsel then appears at the next court hearing with his/her client. The majority of misdemeanor defendants are released on PR bonds. Washtenaw County has not yet executed its MIDC contract.

Once the County contract is executed, the Public Defender intends to have attorneys present to represent indigent defendants at felony arraignments (including weekend and holiday arraignments).

For misdemeanors, three to five attorneys will appear on a rotational basis to represent indigent defendants at arraignment.

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

**If yes, please provide details:**

Defendants can request to plea by mail in writing through the online Matterhorn system or via hard copy. The defendant's request will be reviewed by a magistrate or judge. If

**MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL**

denied, a denial letter is sent, which tells the defendant that he/she will need to appear at the court in-person to resolve the case(s). If the request is approved, the defendant will receive correspondence which relates the charges against him/her, the maximum penalty(ies) possible for each charge, an Advice of Rights form (built into the Matterhorn system) for review and sign off, and the sentence the judge intends to impose, if the defendant wishes to go forward. If the defendant returns the executed documents to the court, the sentence is imposed, and the defendant is sent confirmation. If no documents are returned, the status quo remains, and the defendant would be expected to appear in court to resolve any outstanding matters.

Pleas are also accepted without a defendant appearing when the parties have worked out a plea agreement prior to the scheduled court hearing date. The attorneys would appear and put the agreement on the record; for example, this has occurred when the parties have agreed to the dismissal of a misdemeanor charge in exchange for a plea of responsible on a civil infraction.

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

The assistant public defenders, who handle felony cases, are employees of the County and are paid a salary rate.

The attorneys who rotate on misdemeanors will be paid an hourly rate.

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

**If yes, please explain:**

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**Any change in how you are paying attorneys for this standard from FY19?**

Yes |  No

**If yes, please explain:**

MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

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

Yes |  No

**If yes, please explain:**

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**Personnel**

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

**If yes, please explain:**

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

**If yes, please explain:**

Within the Washtenaw County FY20 MIDC Plan, one full-time Assigned Counsel Administrator position is being requested to oversee the conflict and contract counsel process for all Washtenaw County Trial Courts (this would include the 15<sup>th</sup> District Court).

Position Summary:

Under the direction of the County Administrator, or designee, the Assigned Counsel Administrator is responsible for overseeing the conflict counsel process in the Washtenaw County Courts (22nd Circuit Court, 14A District Court, 14B District Court and 15th District Court). The Administrator is to ensure that adult defendants receive competent legal representation in criminal proceedings. The Administrator is responsible for creating and coordinating a qualification committee to screen and select eligible attorneys for case assignment. Additionally, the Administrator will maintain a roster of eligible attorneys, evaluate attorney performance, maintain payments, evaluate requests for investigative resources and expert witnesses, and perform other duties associated with the provision of competent and consistent legal representation.

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At this time, the stakeholders have not yet fully defined this role nor the logistical details associated with it. Logistical details would include, but are not limited to employee salary and benefit expenses, office space location or cost, office equipment and supply needs.

Once an agreement has been reached between stakeholders, and a finalized budget for expenses related to this position has been approved, the City anticipates there will be some level of cost sharing to be worked out with the County.

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**Any change in fringe benefits from FY19?**  Yes |  No

**If yes, please explain:**

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**Supplies & Other**

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**Please list any supplies or equipment requested, and a brief explanation of need or use in FY20.**

Phone line cost estimate: \$144 annually.

Computer cost estimate: \$5,000 per year.

## Indigent Defense System Cost Analysis

Grant Year October 1, 2019 - September 2020

Funding Unit Name (s) City of Ann Arbor

Personnel	Position	Calculation hours and rate	Total	State Grant	Local Share	Other Funding Sources	Total
Category Summary			0.00	0.00	0.00	0.00	0.00

Personnel Jusification - List all positions to be funded by the grant budget ( state grant/local share). Please \* highlight all positions that are new personnel requests for FY2020 and provide justification for need.

Fringe Benefits	Percentage	Amount	State Grant	Local Share	Other Funding	Total
N/A						

Category Summary		0.00%	0.00	0.00	0.00	0.00	0.00
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Fringe Benefits Justification

### Contractual

Contracts for Attorneys	Services Provided	Calculation hours and rate	Total	State Grant	Local Share	Other Funding Sources	Total
Contracted Attorneys - Private Bar	defense services	Annual Flat Fee Agreement \$	249,728.64	43,221.79	206,506.85		249,728.64
Contracted Attorneys - Private Bar	Interviews, CAFA, conflict counsel	\$75/hr	125,850.88	125,850.88			125,850.88
Category Summary			375,579.52	169,072.67	206,506.85	0.00	375,579.52

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

Contracts for Experts and Investigators	Services Provided	Calculation hours and rate	Total	State Grant	Local Share	Other Funding Sources	Total
Investigators - tbd	Investigation services	60hr x \$75	4,500.00	4,500.00			4,500.00
Experts	Expert services	at MIDC Guideline rates	5,500.00	5,500.00			5,500.00
Category Summary			10,000.00	10,000.00	0.00	0.00	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 FY19 approved contract along with an explanation if requesting to adjust the rates from your FY19's approved contract rates.



Contracts for Construction				Other Funding			
Projects	Services Provided	Calculation	Total	State Grant	Local Share	Sources	Total

N/A

Category Summary			0.00	0.00	0.00	0.00	0.00
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Construction Project Justification - Provide as much detail as possible for the requested construction project identifying the need for the construction project, the component costs if possible, whether an estimate or if you were provided a documented quote. Attach a separate document if needed. Please attach the quote to the submission of the application.

Contracts Other				Other Funding			
	Services Provided	Calculation	Total	State Grant	Local Share	Sources	Total

N/A

Category Summary			0.00	0.00	0.00	0.00	0.00
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Contracts Other Justification - Provide justification for all other contract costs associated with the local indigent defense system with a \* highlight to new request for FY20.

Equipment	Vendor	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
N/A							
Category Summary			0.00	0.00	0.00	0.00	0.00
Equipment Justification - Provide justification for new equipment requests for FY20							

Training/Travel	Vendor	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
CLE training	To Be Determined	3 attys x \$300	900.00	900.00			900.00
NAPD membership	NAPD	\$20 x 3 atty	60.00	60.00			60.00
SADO membership	SADO	\$50 x 3 atty	150.00	150.00			150.00
Travel - mileage		.340 mile x 3 atty x 472 roundtrip miles	481.44	481.44			481.44
Travel - per diem and incidentals		(\$45 + \$5) x 3 atty x 3 days	450.00	450.00			450.00
Travel - hotel		\$85 x 3 atty x 3 days	765.00	765.00			765.00
Category Summary			2,806.44	2,806.44	0.00	0.00	2,806.44
Training and Travel Justification - Provide travel and training justification and *highlight new or changed requests for FY20.							

Supplies/Services	Vendor	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
Phone		1 unit - annual service	\$144	144.00			144.00
Computer		1 unit - annual service	\$5,000	5,000.00			5,000.00
Category Summary			5,144.00	5,144.00	0.00	0.00	5,144.00
Supplies Justification - Provide justification for supplies requests and *highlight new or changed requests for FY20.							

<b>Budget Total</b>			<b>393,529.96</b>	<b>187,023.11</b>	<b>206,506.85</b>	<b>0.00</b>	<b>393,529.96</b>
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**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 \***

	<b>Individual</b>	<b>Group Meeting pre-arranged and approved</b>
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**

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

**OUT-OF-STATE SELECT CITIES \***

	<b>Individual</b>	<b>Group Meeting pre-arranged and approved</b>
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**

	<b>Individual</b>	<b>Group Meeting pre-arranged and approved</b>
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$23.50	\$26.50
<b>Per Diem</b>	<b>\$97.00</b>	
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](http://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 (Lamoile County)
		Virginia	Alexandria, Falls Church, Fairfax
		Washington	Port Angeles, Port Townsend, Seattle
		Wyoming	Jackson, Pinedale

**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. Final Report YES _____ NO _____		7. Total Grant Amount State Grant _____ Local Share _____			
Contracts										
8. Cost Categories	Salaries Fringes	Contract Attorneys	Experts Investigators	Construction	Other	Equipment	Travel Training	Supplies Services	Total	
a. Expenditures this Report Period	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
b. Local Share	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. State Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
d. Total Expenditures to date	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
e. Local Share Expenditures to date	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
f. State Grant Expenditures to date	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9. State Grant Advancements										
a. Received this reporting period										\$0.00
b. Received to date										\$0.00
10. Remarks	11. 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.					12. MIDC Approval				
	_____ authorizing signature  _____ position	_____ date  _____ email/phone contact				_____ Grant Manager's Signature                      Date  _____ State Office Admin. Signature                      Date				