



CONTRACT FOR SERVICES

MICHIGAN TRIAL COURT FUNDING COMMISSION

And

PUBLIC SECTOR CONSULTANTS

CONSULTANT SERVICES CONTRACT

The Michigan Trial Court Funding Commission (the “Commission”) retains Public Sector Consultants (the “Consultants”) to provide research, advisory, and reporting services under Public Act 65 of 2017, the Trial Court Funding Act. In accordance with Section 12, the Commission shall establish its own procedures and requirements necessary to carry out the powers and duties of the Commission under this Act.

The services provided will be pursuant to the following terms and conditions in this Contract:

1. **PARTIES/PURPOSE**

1.1 **Parties.** The parties to this Contract are the Trial Court Funding Commission (the “Commission”) and the Public Sector Consultants (the “Consultants”).

1.2 **Purpose.** The Commission and the Consultants agree that the Consultants will provide research and advice to the Commission related to how trial courts are funded in the State of Michigan. The Consultants will be tasked with performing analysis of Commission recommendations including funding outlines, and sources of the total funding resulting from the recommendations. Research and analysis will include generally, those tasks as outlined in Section 5, Scope of Professional Services and information gathered within Michigan and other comparable states that have alternative funding models in place that the Commission may consider in its final report. This analysis shall include but not be limited to the expected outcomes of the actions the Commission will report that should be taken to provide methods and sources of funding to the trial courts in Michigan. These shall be formulated and drafted into a sound set of recommended actions including implementation of legislation that would form the basis of the Commission’s final deliverables created by the Consultants. Included shall be any phase-in or implementation schedule so that a final report and its recommendations have a clear plan to transform the funding of trial courts in our state. Activities performed outside the terms of this contract will not be allowed and will not be compensated.

2. **TERM OF CONTRACT**

The term of this Contract shall be February 22, 2018 through September 28, 2019.

3. **COMPENSATION FOR SERVICES PROVIDED**

3.1 The total amount of compensation for services and expenses during the term of this Contract cannot exceed the budget ceiling set forth in paragraph 4.1 of this Contract, unless otherwise amended by a fully executed written Contract addendum.

3.2 The cost for overhead, secretarial and clerical employees or office supplies utilized by the Consultants is part of the agreed upon fees and such costs will not be separately billed. No additional charges shall be allowed, except by prior written permission of the Commission.

3.3 Payment for services provided shall be the sole monetary obligation of the Commission.

4. **CONTRACT BUDGET & BILLING**

4.1 **Budget Ceiling.** A budget ceiling of One hundred twenty-four thousand, six hundred forty-five dollars (\$124,645.00) is established to cover all services and expenses performed or incurred in the performance of this Contract.

4.2 **Billing for Services.** The Consultants shall bill on a monthly basis, retroactive to February 22, 2018. The billing format shall be in summary format and indicate the nature of the work performed, time devoted, the individual performing the work, the billing amount and progress on the total contract amount. Additional information shall be provided if requested by the Commission. All invoices shall be furnished to the Commission's Contract Manager identified in section 7.1. The Consultants will not be compensated for travel time, waiting time, or other time not spent actively performing services under the Contract. If the Commission requires travel as part of the professional services beyond the greater Lansing area, the Commission Chairman shall authorize any travel in advance that is subject to additional billable time.

4.3 **Registration.** The Consultants are required to register as a vendor and complete the electronic funds transfer (EFT) process, as the required method of payment under this Contract, through the Department of Technology, Management and Budget (DTMB). The vendor and EFT registration must be completed through the DTMB Contract and Payment Express website at www.cpexpress.state.mi.us.

4.4 **Billing and Payment Deadlines.** All invoices shall be paid on a current basis, within thirty (30) calendar days after receipt of satisfactory billing submission, unless the parties agree on another arrangement. The Consultants shall complete all work by May, 2019 and submit all payment requests no later than that date unless the contract completion date is extended by mutual written agreement.

5. **SCOPE OF PROFESSIONAL SERVICES**

5.1 **Staffing and Support.** The Consultants will provide, and as is included in their total cost of services, their own necessary professional staffing and support as required, to fulfill the scope of services and final product delivered to the Commission. This excludes any requirement for administrative, coordination, or clerical type support services for the Commission as the Michigan Department of Treasury will provide this direct support to the Commission.

5.2 **Research.** Research the origin of the problem, the history of court funding in Michigan and the basis for which a solution is sought. This shall provide the foundation for the

need to develop recommendations and any changes to the methods, manner and practices upon which trial courts are funded.

5.3 Collect Resources. Gather all requisite information and data, including costs, etc. from all sources including, but not limited to the State Court Administrator's Office, individual court offices, county offices and courts and other municipal governments. This will explain the scope of resources required at the current level and the baseline of where funding solutions may form.

5.4 Analysis. Provide analysis of the current funding methods and sources including schedules of existing fees and costs originating from Michigan trial courts and where these funds are remitted or allocated to. This will assist the Commission in its final report and recommendations including defining any related impacts to other public agencies due to changes in the funding methods, amounts or sources. This information shall be formulated and drafted into a sound set of recommended actions including implementation of legislation that would form the basis of the Commission's final deliverables. Included shall be any phase-in or implementation schedule so that the final report and its recommendations have a clear plan to transform the funding of trial courts in the State of Michigan.

5.5 Research. Conduct any associated research on the matter and help draw any conclusions or correlation that will assist the Commission and ultimately the executive, judicial and legislative branches in informing discussions, understanding and ultimately actions to solve the problem as it is identified.

5.6 Final Written Report. With the input of the Commission, act as the author of the draft and subsequently final written report of the Commission. The final report shall include metrics, graphs, charts and illustrations that will provide clear understanding of the issues involved, recommendations, and detailed support for the actions proposed. The final written report is due May, 2019.

5.7 Quarterly Reporting. Provide the Commission with quarterly reports outlining budget utilization, noting any significant variances to ensure mutual expectations continue to align.

5.8 Additional Documents. The services to be provided shall include but not be limited to the scope of services outlined in the Commission's Request for Proposal dated December 28, 2017 and the technical proposal and cost proposal dated January 19, 2018 from the Consultants along with their revised proposal response dated February 15, 2018. Each of these documents are included by reference and obligation of the parties.

6. REPRESENTATIONS

6.1 Qualifications. The Consultants, by signing this Contract, attest that the Consultants will be performing work under this Contract and are qualified to perform the services specified in this Contract and agree to faithfully and diligently perform the services consistent with the standard of consulting practices in the community.

6.2 Conflict of Interest. The Consultants represent that they have conducted a conflicts check prior to entering into this Contract and that no conflicts exist with the proposed services. The Consultants shall not undertake the representation of a client if the representation of that client is related to the subject matter of this Contract.

6.3 Services to be Confidential. The Consultants and all Consultants' employees shall keep confidential all services and information, including records, reports, and estimates. The Consultants and all Consultants' employees shall not divulge any information to any person other than to authorized representatives of the Commission, or as otherwise required by law. The Consultants shall take all necessary steps to ensure that no member of the Consultants divulge any information concerning these services. This includes, but is not limited to, information maintained on the Consultants' computer system.

All files and documents containing confidential information shall be filed in separate files maintained in the Consultants' office with access restricted to each employee and needed clerical personnel. All documents prepared on the Consultants' computer system must be maintained in a separate library with access permitted only to each employee and needed clerical personnel.

6.4 Subcontracting. The Consultants may partner with other firms to develop and assemble a qualified and experienced team to perform the professional services for the Commission. This may include public accounting firms or others who would be integral to the effort to collect, analyze, and present information that will assist the Commission in developing recommendations. The Consultants are the primary entity for performance of services. The Consultants shall be responsible for the work of those sub-contractors who may provide work product on behalf of this engagement. In any event, the Commission shall enter into this single contract.

6.5 Facilities and Personnel. The Consultants have and will continue to have proper facilities and personnel to perform the services and work agreed to be performed.

6.6 Records. The Consultants shall maintain complete billing records. This requirement applies to all information maintained or stored in the Consultants' computer system. The records shall be kept in accordance with generally accepted accounting practices and sound business practices. The Commission shall have the right to inspect all records of the Consultants related to this Contract.

6.7 Non-Discrimination. The Consultants and all Consultants' employees, in the performance of this Contract, agree not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. This covenant is required by the Elliott-Larsen Civil Rights Act, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, MCL 37.1101 *et seq.*, and any breach of the Act may be regarded as a material breach of the Contract. The Consultants agree to comply with the provisions of the Federal Civil Rights Act of 1964, 42 USC §2000d, in performing the services under this Contract.

6.8 Unfair Labor Practices. The Commission shall not award a contract or subcontract to any employer or any subcontractor, manufacturer or supplier of the employer, whose name appears on the Unfair Labor Practice register compiled under MCL 423.322. The Commission may void this Contract if after the award of the Contract, the name of the Consultants is added to the register compiled under MCL 423.322.

6.9 Compliance. The Consultants' activities under this Contract are subject to applicable State and Federal laws.

6.10 Independent Contractor. The relationship of the Consultants to the Commission is that of an independent contractor. No liability or benefits, such as workers compensation rights or liabilities, insurance rights or liabilities, or any other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise, accrue or be implied to either party or either party's agent, subcontractor or employee as a result of the performance of this Contract. The Consultants will be solely and entirely responsible for their acts and the acts of the Consultants' agents and employees during the performance of this Contract.

7. MANAGEMENT

7.1 Notifications. The Consultants shall direct all notices, correspondence, inquiries, billing statements, and other documents mentioned in this Contract to the attention of Judge Thomas Boyd, at the 55th District Court. Judge Boyd is the Commission's designee for this Contract, unless notice of another designation is received from the Commission.

For the Commission:

Honorable Thomas Boyd
55th District Court
7000 Buhl Street
Mason, MI 48854
(517) 676-8400
TBoyd@ingham.org

For the Consultants:

Scott Dzurka
Public Sector Consultants
230 N. Washington Square, Suite 300
Lansing, MI 48933
(517) 484-4954
sdzurka@publicsectorconsultants.com

8. INDEMNIFICATION

The Consultants agree to hold harmless the Commission, the State of Michigan, its elected officials, officers, agencies, boards, commissions, and employees against and from any and all

liabilities, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of the Consultants) that may be imposed upon, incurred by, or asserted against the Commission for either of the following reasons:

- A. Any malpractice, negligent or tortious act or omission attributable, in whole or in part, to the Consultants or any of the Consultants' employees, other consultants, subcontractors, assigns, agents, or any entities associated, affiliated, or subsidiary to the Consultants now existing, or hereafter created, their agents and employees for whose acts any of them might be liable.
- B. Any failure to perform obligation, either expressed or implied, under this Contract.

9. **INSURANCE**

9.1 **Errors and Omissions.** The Consultants shall maintain professional liability insurance sufficient in an amount to provide coverage for any errors or omissions arising out of the performance of any of the professional services rendered pursuant to this Contract.

9.2 **Certificates of Insurance.** Certificates evidencing the purchase of insurance must be furnished to the Commission, upon request. All certificates are to be prepared and submitted by the insurance provider and shall contain a provision indicating that the coverage(s) afforded under the policies will not be cancelled, materially changed, or not renewed without thirty (30) calendar days prior written notice, except for ten (10) calendar days for non-payment of premium, and any such notice of cancellation, material change, or non-renewal shall be promptly forwarded to the Commission upon receipt.

9.3 **Additional Insurance.** If, during the term of this Contract changed conditions should, in the judgment of the Commission, render inadequate the insurance limits, the Consultants will furnish, on demand, proof of additional coverage as may be required. All insurance required under this Contract shall be acquired at the expense of the Consultants, under valid and enforceable policies, issued by insurers of recognized responsibility. The Commission has the right to reject as unacceptable any insurer.

10. **TERMINATION OF CONTRACT AND APPOINTMENT**

10.1 **Consultants Termination.** The Consultants may terminate this Contract upon thirty (30) days prior written notice (Notice of Termination). Upon delivery of such notice, the Consultants shall continue all work and services until otherwise directed by the Commission. The Consultants will be paid for actual services rendered prior to termination, and for actual services as may be directed by the Commission. No payments under this section may exceed the budget ceiling amount established in paragraph 4.1 of this Contract.

10.2 **Commission Termination.** The Commission may terminate this Contract, at any time and without cause, by issuing a Notice of Termination to the Consultants.

10.3 Termination Process and Work Product. Upon receipt of a Notice of Termination, and except as otherwise directed by the Commission, the Consultants shall:

- A. Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
- B. Incur no costs beyond the date specified by the Commission;
- C. On the date the termination is effective, submit to the Commission all records, reports, documents and pleadings as the Commission shall specify, including electronic formatted documents, and carry out such directives as the Commission may issue concerning the safeguarding and disposition of files and property; and
- D. Submit within thirty (30) calendar days a closing memorandum and final billing.

11. GENERAL PROVISIONS

11.1 Governing Law and Jurisdiction. This Contract shall be subject to and constructed according to the laws of the State of Michigan, and no action shall be commenced against the Commission, its designees, agents, or employees for any matter whatsoever arising out of the Contract in any courts other than the Michigan Court of Claims.

11.2 No Waiver. A party's failure to insist on the strict performance of this Contract shall not constitute waiver or any breach of the Contract.

11.3 Other Debts. The Consultants agree that they are not, and will not become, in arrears on any contract, debt, or other obligation to the State of Michigan, including taxes.

11.4 Invalidity. If any provision of this Contract or its application to any persons or circumstances shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and each provision of the Contract shall be valid and enforceable to the fullest extent permitted by law.

11.5 Headings. Contract section headings are for convenience only and shall not be used to interpret the scope or intent of this Contract.

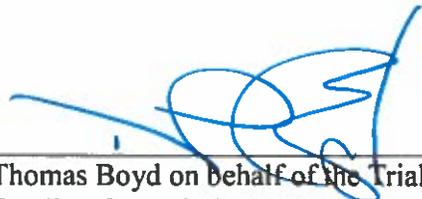
11.6 Entire Agreement. This Contract represents the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties.

11.7 Amendment. No Contract amendment shall be effective and binding upon the parties unless it expressly makes reference to this Contract, is in writing, and is signed by duly authorized representatives of all parties and all the requisite Commission approvals are obtained.

11.8 Issuing Office. This Contract is issued by the Commission and is the only office authorized to change the terms and conditions of this Contract.

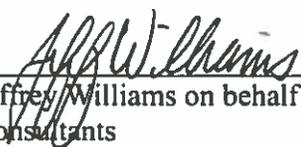
IN WITNESS WHEREOF, the Parties, or their designees, have signed and executed this Contract, which may be executed in separate counterparts, each of which when executed shall be deemed an original, but all of which when taken together shall constitute one and the same Contract.

Dated: 5-7-18



Thomas Boyd on behalf of the Trial Court
Funding Commission

Dated: April 27, 2018



Jeffrey Williams on behalf of Public Sector
Consultants

CONTRACT CHANGE NOTICE
MICHIGAN TRIAL COURT FUNDING COMMISSION
And
PUBLIC SECTOR CONSULTANTS

CONTRACT SUMMARY

The Michigan Trial Court Funding Commission (the "Commission") retains Public Sector Consultants (the "Consultants") to provide research, advisory, and reporting services under Public Act 65 of 2017, the Trial Court Funding Act. In accordance with Section 12, the Commission shall establish its own procedures and requirements necessary to carry out the powers and duties of the Commission under this Act.

DESCRIPTION OF SERVICES

The Commission and the Consultants agree that the Consultants will provide research and advice to the Commission related to how trial courts are funded in the State of Michigan. The Consultants will be tasked with performing analysis of Commission recommendations including, but not limited to, funding outlines, and sources of the total funding resulting from the recommendations.

Initial Effective Date Unchanged: February 22, 2018.

Initial Expiration Date Unchanged: September 28, 2019

DESCRIPTION OF CHANGE NOTICE

Increasing contract value by \$35,000.00. All other terms and conditions remain unchanged.

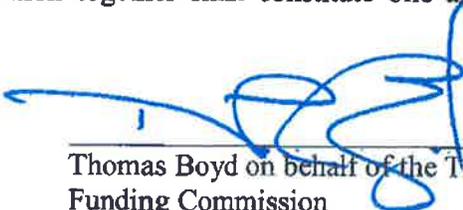
Current Value: \$124,645.00

Value of Change Notice: \$35,000.00

Estimated Aggregate Contract Value: \$159,645.00

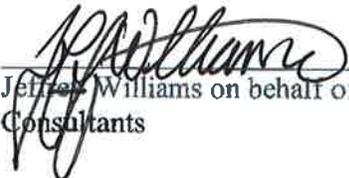
IN WITNESS WHEREOF, the Parties, or their designees, have signed and executed the Contract Change, which may be executed in separate counterparts, each of which when executed shall be deemed an original, but all of which when taken together shall constitute one and the same Contract Change.

Dated: 9-24-18



Thomas Boyd on behalf of the Trial Court
Funding Commission

Dated: Sept. 26, 2018



Jeffrey Williams on behalf of Public Sector
Consultants