12-144

December 26, 2012

TO THE HONORABLE BOARD OF COMMISSIONERS:

We recommend the Chairperson of the Hillsdale County Board of Commissioners be authorized to sign the Probate and Juvenile Courts Legal Services Contract between Hillsdale County and Roy Brandes, P.C. This is a two (2) year contract in which Mr. Brandes shall be compensated as follows:

\$39,083.00/year (\$3,256.91/month) - January 1, 2013 through December 31, 2014

Respectfully submitted,

Finance

elden, Chair

Board of Commissioners

APPROVED BY THE BOARD OF COMMISSIONERS ON DECMEBER 26, 2012.

PROBATE AND JUVENILE COURTS LEGAL SERVICES CONTRACT 2013-14

THIS AGREEMENT entered into this day of December, 2012, by and between the County of Hillsdale, a Michigan Municipal Corporation, with its address of the Courthouse, Hillsdale, Michigan 49242, hereinafter designated as "County", and Roy Brandes, P.C., Attorney Street, Hillsdale, Michigan 49242, hereinafter designated as "Attorney".

RECITALS:

WHEREAS, the County is responsible for the payment of certain attorney fees incurred by reason of attorney representing indigent persons in dependent neglect cases pending in the Hillsdale County Probate Court and representing indigent juveniles charged with crime in Hillsdale County. Attorney has been actively engaged in the practice of law for some years within the County and is willing to continue to serve in the capacity of Public Defender for Hillsdale County in the manner and under the terms and conditions as set out below.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 1. That Attorney shall be employed by the County of Hillsdale as an independent contractor from January 1, 2013, through December 31, 2014, a two year contract, subject to the provisions herein contained below. The duties of Attorney shall include:
 - a. The defense of all indigent persons charged within Hillsdale County with regard to a violation of Michigan's Probate Code relative to dependent abuse or neglect cases, or as guardian ad litem or the attorney for the child or children in such cases involving dependent abuse or neglect;
 - b. The defense of all indigent juvenile persons charged within Hillsdale County with regard to a violation of any State of Michigan Statute, County of Hillsdale Ordinance, or a City, Village or Township Ordinance;
 - c. Representing juveniles charged with violations of truancy in the Probate Court, including probation violations.

Attorney's duties shall also include complying with and following all orders of the Hillsdale County Probate Court, which may include, but is not limited to meeting with and observing the child or children for which Attorney acts as Guardian ad litem before each proceeding or hearing.

2. IT IS AGREED that Attorney shall be compensated for the period of this contract, January 1, 2013 up to and including December 31, 2014 at the rate of Three Thousand, Two Hundred Fifty Six and 91/100 (\$3,256.91) Dollars per month, equal to \$39,083.00 per year, for the type of services indicated above and so rendered. The first payment due for this period shall be due for the month of January, 2013. The parties further agree that Attorney shall not be required to submit monthly billings to the County, and shall neither be required to provide form MC221, State of Service and Order for Payment, or form JC 82, Affidavit of Service Performed by Lawyer-amount as Attorney is an independent contractor. Attorney assumes and is responsible for all

expenses and overhead incurred by virtue of his employment, PROVIDED, HOWEVER, Attorney shall not be responsible for payment of witness fees, including expert witness fees, or for payment of mileage expense of any witness called by Attorney in the course of his representation of client(s) appointed to him pursuant to this contract, or for service or cost of service of any subpoena upon any witness, or any fees for process of service of any subpoena upon any witness, or for compensation of any witness or for the payment of any expert assistance which Attorney retains for defending the above-stated type cases wherein the expert assistance is pursuant to an Order of the Court. Compensation paid to Attorney shall not be subject to withholding or state and federal taxes, Social Security or otherwise.

- 3. Attorney shall be responsible for all the above-specified types of cases only in the instances wherein the judge of a court of competent jurisdiction in and for the County of Hillsdale
- In accordance with MCL 712A.17d, Attorney shall be obligated, where he is acting as Guardian Ad Litem or Attorney for a child in child protective proceedings, before each proceeding or hearing, to meet with and observe the child, assess the child's needs and wishes with regard to the representation and the issues in the case, review the agency case file and, consistent with the rules of professional responsibility, consult with the child's parents, foster care providers, guardians, and caseworkers. Although Attorney agrees to make every effort to arrange such meetings to take place in Hillsdale County, if Attorney is required by the Probate Court to travel outside the City of Hillsdale to meet with any child, Hillsdale County shall pay attorney fees at the hourly rate approved by the Court for legal services rendered in addition to the contract
- The County shall absorb or otherwise provide for the cost of court transcripts and 5. those transcripts requested by indigent persons wherein the same is ordered by the Court to be

ES FOR/ATTORNEY:

ROY BRANDES, P.C

WITNESSES FOR COUNTY OF

HILLSDALE:

COUNTY OF HILLSDALE

APPROVED BY THE BOARD OF COMMISSIONERS:

ecember 26,2012

13-153

December 10, 2013

TO THE HONORABLE BOARD OF COMMISSIONERS:

We recommend the Chairperson of the Hillsdale County Board of Commissioners be authorized to sign the Co-Public Defender Legal Services Contracts between Hillsdale County and John P. Lovinger for 30% of the public defender work at \$36,450 per annum (\$3,037.50 monthly), Barry Poulson for 33% of the public defender work at \$40,095 per annum (\$3,341.25 monthly) and Roderick R. Dunham for 37% of the public defender work at \$44,955 per annum (3,746.25 monthly).

These contracts are for one year beginning January 1, 2014 through December 31, 2014.

Respectfully submitted,

Mark E. Wiley, Vice Chair

Finance

John Burtka, Chair Board of Commissioners

APPROVED BY THE BOARD OF COMMISSIONERS ON DECEMBER 10, 2013.

-41

CO-PUBLIC DEFENDER LEGAL SERVICES CONTRACT

THIS AGREEMENT entered into this 15th day of December 2013, and effective January 1, 2014, by and between the COUNTY OF HILLSDALE, a Municipal Corporation of Hillsdale, Michigan, hereinafter designated as "County," and DUNHAM & GRASSI, P.C., Attorneys at Law, hereinafter designated as "Attorneys," PROVIDES: 1.

- That the Attorneys shall be employed by the County as an independent contractor from January 1, 2014, to December 31, 2014. 2.
- That the Attorneys shall provide defense to thirty-seven percent (37%) of all persons charged within Hillsdale County with a crime and eligible for legal services in the District and Circuit Courts for the County of Hillsdale, excluding those indigent persons charged with a crime carrying a potential penalty of life imprisonment. This exclusion does not pertain to indigent persons charged with a crime carrying a potential penalty less than life imprisonment, but whose penalty may be enhanced to a potential penalty of life imprisonment by the filing of a habitual offender information. In addition, the Attorneys shall represent thirty-seven percent (37%) of all indigent defendants charged with crimes carrying a potential penalty of life imprisonment on an hourly basis as outlined more specifically in paragraph 10 of this agreement.
- That the Attorneys shall provide defense to thirty-seven percent (37%) of those individuals deemed to be indigent by the Circuit Court who are alleged to have violated a Personal Protection Order (PPO) issued by the Hillsdale County Circuit Court or to which the Hillsdale County Circuit Court is required to respond. 4.
- That the Attorneys shall provide defense to thirty-seven percent (37%) of those individuals deemed to be indigent by the Circuit Court who are alleged to have violated a child support order, which the Hillsdale County Friend of the Court is legally required to enforce, including failure to pay support, failure to appear, failure to comply with the provisions of the applicable order, and/or failure to comply with any other requirements ordered by the Hillsdale County Circuit Court, or to which the Hillsdale County Circuit Court is required to respond.
- That the Attorneys shall provide defense to thirty-seven percent (37%) of those individuals deemed to be indigent by the Circuit Court who are alleged to have violated an order of probation issued by the Hillsdale County Circuit Court or Hillsdale County District Court. (The Hillsdale County Circuit Court shall be defined as including the Family Court Division of the Circuit Court.)

- 6. That the Attorneys shall represent such indigent persons only in instances where the District or Circuit Court judge appoints Attorneys during the period, January 1, 2014 through December 31, 2014.
- That the Attorneys may be excused from providing defense to any individual if 7. there exists a conflict of interest or other reason which results in them being excused from a case by the District or Circuit Court Judge. In the event that the Attorneys are excused from representation because of a conflict of interest or for other reasons pursuant to this contract, the court shall assign the case to Attorney John P. Lovinger or Attorney Barry Poulson who are the other Attorneys under contract with the county to provide representation to indigent criminal defendants. In the event that John P. Lovinger or Barry Poulson cannot accept the assignment as a result of a conflict of interest as certified by the judge assigning the case, alternate counsel shall be assigned. In the event that the number of assignments to Attorneys who are not under contract with the county to provide indigent criminal defense resulting from conflicts of interest exceeds six (6) during the term of this agreement, the Attorneys shall have thirty-seven percent (37%) of the expense incurred by the County in connection with the appointment of alternate counsel deducted from the compensation amount reflected in paragraph seven (10). In calculating whether the number of alternate assignments has exceeded six (6) during the term of this contract, conflicts which arise as a result of cases involving multiple defendants shall not be considered. In addition, conflicts which arise as a result of the Attorney's representation of clients pursuant to this Contract shall not be considered. The District Court Assignment Clerk, Kristina Shaneour, shall be responsible for keeping track of all alternate appointments resulting from conflicts of interest and shall immediately notify the Attorneys in the event that the six (6) assignment maximum as outlined above is reached. In no event shall the Attorneys be responsible for reimbursing more than \$224.00 to the County as a result of an appointment of alternate counsel after the six (6) case maximum as outlined above has been reached in a case involving a crime carrying a potential sentence of life imprisonment. - 8.
- 8. That the services of the Attorneys pursuant to this agreement shall not include appeals, either from District Court to Circuit Court or appeals beyond the Circuit Court level.
- 9. That the Attorneys shall assume all expenses and overhead incurred by virtue of his employment except the following which shall be paid by the County:

- Subpoena and Witness fees.
- Expert witness assistance which is retained pursuant to an Order of the Court.
- All reasonable additional costs incurred because of change in venue ordered by the Court.
- d. The costs of preliminary examination transcripts and other transcripts provided pursuant to request by indigent defendants and Court Order.
- described in paragraph 2 and also with respect to the assignments regarding personal protection orders, Friend of the Court matters and probation violations, the Attorneys shall be compensated by the County at the rate of Forty Four Thousand Nine Hundred Fifty Five and no/100 (\$44,955.00) Dollars per annum to be paid at the rate of Three Thousand Seven Hundred Forty Six and 25/100 (\$3,746.25) Dollars per month, payable on the 1st day of each month commencing January 1, 2013. With respect to cases that involve a potential penalty of life imprisonment, the Attorneys shall provide the initial eight (8) hours of representation at no additional charge to the county. In the event that representation of an appointed client charged with a crime involving a potential penalty of life imprisonment exceeds eight (8) hours, Attorneys shall be compensated for all time spent on this case exceeding eight (8) hours at the rate of \$70.00 per hour. Compensation paid to the Attorneys shall not be subject to Federal withholding, Social Security or State or Federal taxes by the County.

ry: Fudlink R. Dunham RODERICK R. DUNHAM (P30210) President of Dunham & Grassi, P.C.

ADOPTED BY THE HILLSDALE COUNTY BOARD OF COMMISSIONERS

on December 10, 2013.

Hillsdale County Board of Commissioners

CO-PUBLIC DEFENDER LEGAL SERVICES CONTRACT

THIS AGREEMENT entered into this the day of Nevember, 2013, and effective January 1, 2014, by and between the COUNTY OF HILLSDALE, a Municipal Corporation of Hillsdale, Michigan, hereinafter designated as "County," and PARKER, HAYES & LOVINGER, P.C., Attorneys at Law, hereinafter designated as "Attorney", PROVIDES:

- 1. That the Attorneys shall be employed by the County as an independent contractor from January 1, 2014, to December 31, 2014.
- 2. That the Attorney shall provide defense to thirty percent (30%) of all persons charged within Hillsdale County with a crime and eligible for legal services in the District and Circuit Courts for the County of Hillsdale, excluding those indigent persons charged with a crime carrying a potential penalty of life imprisonment. This exclusion does not pertain to indigent persons charged with a crime carrying a potential penalty less than life imprisonment, but whose penalty may be enhanced to a potential penalty or life imprisonment by the filing of a habitual offender information. In addition, the Attorney shall represent thirty percent (30%) of all indigent defendants charged with crimes carrying a potential penalty of life imprisonment on an hourly basis as outlined more specifically in paragraph 10 of this agreement.
- 3. That the Attorney shall provide defense to thirty percent (30%) of those individuals deemed to be indigent by the Circuit Court who are alleged to have violated a Personal Protection Order (PPO) issued by the Hillsdale County Circuit Court or to which the Hillsdale County Circuit Court is required to respond.
- 4. That the Attorney shall provide defense to thirty percent (30%) of those individuals deemed to be indigent by the Circuit Court who are alleged to have violated a child support order, which the Hillsdale County Friend of the Court is legally required to enforce, including failure to pay support, failure to appear, failure to comply with the provisions of the applicable order, and/or failure to comply with any other requirements ordered by the Hillsdale County Circuit Court, or to which the Hillsdale County Circuit Court is required to respond.
- 5. That the Attorney shall provide defense to thirty percent (30%) of those individuals deemed to be indigent by the Circuit Court who are alleged to have violated an

order of probation issued by the Hillsdale County Circuit Court or Hillsdale County District Court.

The Hillsdale County Circuit Court shall be defined as including the Family Court Division of the Circuit Court.

- 6. That the Attorneys shall represent such indigent persons only in instances where the District or Circuit Court judge appoints attorneys during the period, January 1, 2014 through December 31, 2014.
- 7. That the Attorney may be excused from providing defense to any individual if there exists a conflict of interest or other reason which results in them being excused from a case by the District or Circuit Court Judge. In the event that the Attorney is excused from representation because of a conflict of interest or for other reasons pursuant to this contract, the court shall assign the case to either Attorney Roderick R. Dunham or Attorney Barry Poulson who are the other Attorneys under contract with the county to provide representation to indigent criminal defendants. In the event that Roderick R. Dunham or Barry Poulson cannot accept the assignment as a result of a conflict of interest as certified by the judge assigning the case, alternate counsel shall be assigned. In the event that the number of assignments to Attorneys who are not under contract with the county to provide indigent criminal defense resulting from conflicts of interest exceeds six (6) during the term of this agreement, the Attorney shall have thirty percent (30%) of the expense incurred by the County in connection with the appointment of alternate counsel deducted from the compensation amount reflected in paragraph ten (10). In calculating whether the number of alternate assignments has exceeded six (6) during the term of this contract, conflicts which arise as a result of cases involving multiple defendants shall not be considered. In addition, conflicts which arise as a result of the Attorney's representation of clients pursuant to this Contract shall not be considered. The District Court Assignment Clerk, Kristina Shaneour, shall be responsible for keeping track of all alternate appointments resulting from conflicts of interest and shall immediately notify the Attorney in the event that the six (6) assignment maximum as outlined above is reached. In no event shall the Attorney be responsible for reimbursing more than \$168,00 to the County as a result of an appointment of alternate counsel after the six (6) case maximum as outlined above has been reached in a case involving a crime carrying a potential sentence of life imprisonment. 8.
- 8. That the services of the Attorney pursuant to this agreement shall not include appeals beyond the Hillsdale County Circuit Court.

- 9. That the Attorney shall assume all expenses and overhead incurred by virtue of his employment except the following which shall be paid by the County:
 - Subpoena and Witness fees.
- b. Expert witness assistance which is retained pursuant to an Order of the Court.
- c. All reasonable additional costs incurred because of change in venue ordered by the Court.
- d. The costs of preliminary examination transcripts and other transcripts provided pursuant to request by indigent defendants and Court Order.
- described in paragraph 2 and also with respect to the assignments regarding personal protection orders, Friend of the Court matters and probation violations, the Attorney shall be compensated by the County at the rate of Thirty Six Thousand Four Hundred Fifty and no/100 (\$36,450.00) Dollars per annum to be paid at the rate of Three Thousand Thirty Seven and 50/100 (\$3,037.50) Dollars per month, payable on the 1st day of each month commencing January 1, 2014. With respect to cases that involve a potential penalty of life imprisonment, the Attorneys shall provide the initial eight (8) hours of representation at no additional charge to the county. In the event that representation of an appointed client charged with a crime involving a potential penalty of life imprisonment exceeds eight (8) hours, Attorney shall be compensated for all time spent on this case exceeding eight (8) hours at the rate of \$70.00 per hour. Compensation paid to the Attorneys shall not be subject to Federal withholding, Social Security or State or Federal taxes by the County.

Parker, Hayes & Lovinger, P.C. By: John P. Lovinger (P41585)

ADOPTED BY THE HILLSDALE COUNTY BOARD OF COMMISSIONERS

Hillsdale County Board of Commissioners

CO-PUBLIC DEFENDER LEGAL SERVICES CONTRACT

THIS AGREEMENT entered into this 10 day of 100013, and effective January 1, 2014, by and between the COUNTY OF HILLSDALE, a Municipal Corporation of Hillsdale, Michigan, hereinafter designated as "County," and POULSON & ASSOCIATES, PLLC, Attorneys at Law, hereinafter designated as "Attorneys," PROVIDES:

- 1. That, the Attorneys shall be employed by the County as an independent contractor from January 1, 2014, to December 31, 2014.
- 2. That, the Attorneys shall provide defense thirty-three percent (33 %) of all persons charged within Hillsdale County with a crime and eligible for legal services in the District and Circuit Courts for the County of Hillsdale, excluding those indigent persons charged with a crime carrying a potential penalty of life imprisonment. This exclusion does not pertain to indigent persons charged with a crime carrying a potential penalty less than life imprisonment, but whose penalty may be enhanced to a potential penalty of life imprisonment by the filing of a habitual offender Information. In addition, the Attorneys shall represent thirty-three percent (33 %) of all indigent defendants charged with crimes carrying a potential penalty of life imprisonment on an hourly basis as outlined more specifically in paragraph 10 of this agreement.
- 3. That, the Attorneys shall provide defense to thirty-three percent (33 %) of those individuals deemed to be indigent by the Circuit Court who are alleged to have violated a Personal Protection Order (PPO) issued by the Hillsdale County Circuit Court or to which the Hillsdale County Circuit Court is required to respond.
- 4. That, the Attorneys shall provide defense thirty-three percent (33 %) of those individuals deemed to be indigent by the Circuit Court who are alleged to have violated a child support order, which the Hillsdale County Friend of the Court is legally required to enforce, including failure to pay support, failure to appear, failure to comply with the provisions of the applicable order, and/or failure to comply with any other requirements ordered by the Hillsdale County Circuit Court, or to which the Hillsdale County Circuit Court is required to respond.
- 5. That, the Attorneys shall provide defense to thirty-three percent (33 %) of those individuals deemed to be indigent by the Circuit Court who are alleged to have violated an order of probation issued by the Hillsdale County Circuit Court or Hillsdale County District Court.

- 9. That, the Attorneys shall assume all expenses and overhead incurred by virtue of his employment except the following, which shall be paid by the County:
 - Subpoena and Witness fees.
 - Expert witness assistance which is retained pursuant to an Order of the Court.
 - c. All reasonable additional costs incurred because of change in venue ordered by the Court.
 - d. The costs of preliminary examination transcripts and other transcripts provided pursuant to request by indigent defendants and Court Order.
- described in paragraph 2 and also with respect to the assignments regarding personal protection orders, Friend of the Court matters and probation violations, the Attorneys shall be compensated by the County at the rate of Forty Thousand ninety-five and no/100 (\$40,095.00) Dollars per annum, to be paid at the rate of Three Thousand Three Hundred Forty-One and 25/100 (\$3,341.25) Dollars per month, payable on the 1st day of each month commencing January 1, 2014. With respect to cases that involve a potential penalty of life imprisonment, the Attorneys shall provide the initial eight (8) hours of representation at no additional charge to the County. In the event that representation of an appointed client charged with a crime involving a potential penalty of life imprisonment exceeds eight (8) hours, Attorneys shall be compensated for all time spent on this case exceeding eight (8) hours at the rate of \$70.00 per hour. Compensation paid to the Attorneys shall not be subject to Federal withholding, Social Security or State or Federal taxes by the County.

Barry F. Poulson (P68626), Managing Partner Poulson & Associates, PLLC

ADOPTED BY THE HILLSDALE COUNTY BOARD OF COMMISSIONERS

John Durthe Chairperson, HILLSDALE COUNTY BOARD OF COMMISSIONERS

Berrien County Trial Court

Thomas E. Nelson, Chief Judge - Brian E. Ray, Administrator Courthouse - 811 Port Street - St. Joseph, MI 49085 (269) 983-7111, Ext. 8453 - FAX (269) 982-8634 www.berriencounty.org

January 23, 2014

Attorneys for:

Indigent Defense Contract – St. Joseph Courthouse (A)

Rodney Fuller

Paul Jancha

Paul Jancha, Jr.

James Miller

Richard Sammis

Scott Sanford

Jack Struwin

Ernest L. White

Indigent Defense Contract – Niles Courthouse (B)

Jason Engram

Albert Mais

Shannon Sible

Indigent Defense Contract – Drug Court Defense (C)

Kevin Banyon

Brian Berger

Scott Sanford

Ernest L. White

A (212258 12-20-2012

Agreement

Appointed Attorney Representation for Indigent Defense Berrien County Trial Court – Drug Court and Domestic Violence Court Drug Court Defense

This is an agreement (the "Agreement") between the COUNTY OF BERRIEN, a Michigan municipal corporation ("County"), with a principal location at 701 Main Street, St. Joseph, MI, and DRUG COURT DEFENSE ("Drug Court Defense"), with a principal location at 606 Main Street, St. Joseph, MI, to provide legal defense services to indigent adult persons charged to criminal offenses assigned to the Drug Court or Domestic Violence Court docket of the Berrien County Trial Court, upon the terms and conditions contained herein.

- 1. **Definitions**. The following definitions apply to the Agreement:
 - 1.1. Adult. An "Adult" means a person 17 years of age or older; or less than 17 years of age at the time of commission of a felony for which person is charged if jurisdiction as a juvenile is waived under MCL § 712A.4, or is otherwise designated or charged to be tried in the same manner as an adult under MCL §§ 712A.2d or 764.1f.
 - 1.2. Indigent. A person is "Indigent" upon a determination by a judicial officer of the Court that the person is financially unable to retain a competent lawyer as provided under MCR 6.005.
 - 1.3. Proceeding. A "Proceeding" is:
 - a Court proceeding and tagalongs¹ in which the Adult charged could be
 incarcerated or extradited, including civil or criminal contempt and a juvenile
 after waiver to the Criminal Division, but excluding a juvenile proceeding
 assigned to the Family Division, and
 - which, pursuant to the Court's local administrative order 2012-03, is assignable to the Court's Drug Court or Domestic Violence Court, regardless of where the trial is held,
 - also, before institution of a Court proceeding, a matter which would be a
 Proceeding when instituted, involving the identification of a suspect to a
 crime by a witness, including through lineup or photograph, and a potential
 criminal charge against a witness to a Proceeding.

1.4. Client. A "Client" is

- An Adult, who is Indigent, and
- who is a party to a Proceeding, a suspect for identification in a potential Proceeding, or a witness subject to a potential criminal charge in a Proceeding, and
- for whom an order has been entered during the term of the Agreement appointing Drug Court Defense to represent that party, suspect or witness.

¹ A "tagalong" is a separate proceeding assigned to the Court's Criminal Division against the same Indigent arising out of the same transaction or occurrence for which the maximum incarceration penalty is less than the maximum incarceration penalty in the principal case; or, if the penalty is the same, the tagalong case has a higher assigned file number than the principal file.

- 2. Term. The term of the Agreement is from January 1, 2013, through December 31, 2015.
- 3. **Drug Court Defense**. Drug Court Defense, and each individual attorney signator to the Agreement, agrees:
 - 3.1. To provide legal representation to each Client, including, as requested by the Court, participation in stakeholder or other appropriate meetings/proceedings in or concerning Mental Health Court, Drug Treatment Court, the Swift and Sure Pilot Program or its successor, and such other specialty courts as may be formed in the Berrien County Trial Court.
 - 3.2. To continue to represent each Client to completion of the Proceeding in the Court; if the Proceeding continues beyond termination of the Agreement, the representation shall continue to completion at no additional compensation under the Agreement.
 - 3.3. Promptly to identity conflicts and to retain and pay for conflict counsel, at no additional compensation from County.
 - 3.4. To maintain at their expense adequate professional liability insurance, and to indemnify and hold the County and the Court harmless from liability arising from their representation of a Client under the Agreement.
 - 3.5. To give priority to the obligations under the Agreement in scheduling and appearances.
 - 3.6. Not to request or accept consideration in any medium from, or on behalf of, the Client for the services performed under the Agreement.
 - 3.7. To comply with all pertinent requirements of the Michigan Supreme Court and the State Court Administrative Office (SCAO).
 - 3.8. To participate in at least one (1) continuing legal education event per year, subject to Court approval, which is designed to enhance the attorney's ability to provide competent legal services in a criminal proceeding.
 - 3.9. To keep:
 - a written record of the services performed by each attorney, including conflict attorneys, under the Agreement
 - a file for each Proceeding
 - a continuous record of the number of Proceedings assigned to each attorney to the Agreement, plus a continuous record of the total number of non-Agreement court proceedings handled by each attorney
 - Except as precluded by attorney-client privilege, to make such records and files available to the Court and the County upon request.

- 3.10. To execute releases of information in forms acceptable to the Michigan Attorney Grievance Commission and the Michigan Attorney Disciple Board. Promptly to notify the Court of a disciplinary sanction against an attorney.
- 3.11. In representing a Client, to:
 - A. Be on time and prepared for all court proceedings.
 - B. Comply with court ordered deadlines.
 - C. Promptly identify and resolve conflicts of interest.
 - D. Continuously represent the Client in the Proceeding; except for isolated, unusual or unexpected circumstances, as approved by the assigned judge.
 - E. After assignment of the attorney to the Proceeding:
 - promptly meet with the Client and explain the charge and factual allegations in detail and describe pertinent defenses
 - for felony cases, meet with the client before each of the preliminary examination, case conference, status conference, and trial to discuss the case with the client, so that the attorney can have meaningful discussions with the prosecutor regarding the case and possible disposition; for an incarcerated Client, the meeting shall be at the place of incarceration
 - · listen to and evaluate the Client's explanation
 - inform the Client about the maximum sentence and the sentencing process
 - · evaluate and explain the Client's options in the Proceeding
 - discuss any proposed resolution
 - answer the Client's questions.
 - F. Within the time allowed in the scheduling order
 - · consider applicable pretrial motions
 - file pertinent motions
 - · complete discovery.
 - G. Before disposition by plea, personally meet in private with the Client and
 - review the charge, factual allegations, pertinent defenses, maximum sentence, and sentencing process
 - explain and evaluate any proposed plea agreement
 - answer the Client's questions.

H. Before trial

- · complete investigation and trial preparation
- · personally meet in private with the Client and
 - explain the trial process,
 - prepare the Client for trial
- answer the Client's questions.
- I. Before sentencing, personally meet in private with the Client, and
 - review the pre-sentence investigation report and the sentencing information report
 - answer the Client's questions.
- 3.12. An attorney appearing before the Court pursuant to the Agreement, other than a signator to the Agreement, must first agree to the provisions of the Agreement and be expressly approved by the Court's Criminal Division Presiding Judge or designee.
- 3.13. To attend periodic meetings of participants in criminal proceedings (e.g., prosecutors, defense counsel, judges, probation officers).
- 3.14. At any one time, each attorney shall not have principal responsibility for more than 30 felony cases (including cases not subject to the Agreement) which are pending after bindover to circuit court through disposition.
- 3.15. Drug Court Defense's signator attorneys shall at all times under this Agreement consist of at least three (3) attorneys in good standing.
- 4. **County**. County agrees:
 - 4.1. To pay to Drug Court Defense

\$120,000 for 2013

\$120,000 for 2014

\$120,000 for 2015

payable monthly beginning January 1, 2013, for invoices received by the 25th day of the month.

4.2. To provide a licensed private investigator to assist Drug Court Defense in the investigation and trial preparation for the Proceedings, not to exceed \$13,200 per year.

- 5. **Termination**. The Agreement may be terminated by the County or by the Court without cause upon providing 60 days written notice to Drug Court Defense; or with cause upon no advance notice.
 - 5.1. Upon termination, Drug Court Defense shall receive payment as provide herein to the date of termination on a pro-rata, per-diem basis. Unless expressly relieved from doing so by an order of the Court, Drug Court Defense and its individual attorney signators shall continue to represent the each Client assigned before termination until completion of the proceedings, at no additional compensation from the County.
- 6. **General Provisions**. The general provisions which apply to the Agreement are as follows.
 - 6.1. The County, the Court, Drug Court Defense, and the individual attorney signators shall participate in an annual evaluation process as requested by the Court.
 - 6.2. Unless otherwise notified in writing, any notice, required or permitted herein, is sufficient if in writing, delivered personally or mailed by registered or certified mail, return receipt requested, deliver to addressee only, with postage fully paid. The date of mailing shall be the date of delivery. Such notice shall clearly set forth the provision of the Agreement under which it is given and it shall give all information necessary under the Agreement.
 - 6.3. The captions used in the Agreement are for identification and convenience only and are not to be considered in interpretation of the Agreement.
 - 6.4. The Agreement contains an exclusive and complete understanding of the agreement between the parties.
 - 6.5. The Agreement cannot be modified, amended or changed in any regard without the written consent of the parties.
 - 6.6. The Agreement shall be interpreted in accordance with the laws of the State of Michigan.
 - 6.7. The Agreement may not be assigned or transferred by any party without the written consent of the other party.
 - 6.8. In performing their duties and responsibilities under this Agreement, the parties hereto shall comply with all applicable federal and state laws, rules and regulations prohibiting discrimination.
 - 6.9. In performing their duties and responsibilities under this Agreement, it is expressly understood and agreed that the relationship between the parties hereto is that of an independent contractor. This Agreement shall not be construed to establish any principal/agent relationship between the parties hereto.

- 6.10. If a provision of the Agreement, or the application thereof, is held invalid or unenforceable, that provision shall be deemed severable, and the validity of the remainder of the Agreement, and the application of the provision to other persons or circumstances, shall not be affected thereby.
- 6.11. The failure to enforce any provision in the Agreement shall not constitute a waiver or serve as a bar to the enforcement of that provision or of any other provision in the Agreement. The waiver by County or Court of a breach of any provision in the Agreement must be in writing.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date written by them individually or as duly authorized representatives thereof.

DRUG COURT DEFENSE

By: Ernest L. White	Date: 12-17-12
ATTORNEY SIGNATORS Sugar	Date: $(247-12)$ Date: $(247-12)$ Date: $(247-12)$ Date: $(247-12)$
BERRIEN COUNTY TRIAL COURT By: Chief Judge	Date: 12/27//2
By: David Pagel, Chairman of the Board	Date: 12-20-12

Date: 12-30-12

A 12/2255 12-20-2012

Agreement Appointed Attorney Representation for Indigent Defense Berrien County Trial Court - Niles Courthouse Niles Defense, PLLC

This is an agreement (the "Agreement") between the COUNTY OF BERRIEN, a Michigan municipal corporation ("County"), with a principal location at 701 Main Street, St. Joseph, MI, and NILES DEFENSE, PLLC ("Niles Defense"), with a principal location at 816 Ship Street, St. Joseph, MI, to provide requisite legal defense services to indigent adult persons charged with criminal offenses assigned to the Niles Court of the Berrien County Trial Court, upon the terms and conditions contained herein.

- 1. **Definitions**. The following definitions apply to the Agreement:
 - 1.1. Adult. An "Adult" means a person 17 years of age or older; or less than 17 years of age at the time of commission of a felony for which person is charged if jurisdiction as a juvenile is waived under MCL § 712A.4, or is otherwise designated or charged to be tried in the same manner as an adult under MCL §§ 712A.2d or 764.1f.
 - 1.2. Indigent. A person is "Indigent" upon a determination by a judicial officer of the Court that the person is financially unable to retain a competent lawyer as provided under MCR 6.005.
 - 1.3. Proceeding. A "Proceeding" is:
 - a Court proceeding in which the Adult charged could be incarcerated or extradited, including civil or criminal contempt and a juvenile after waiver to the Criminal Division, but excluding a juvenile proceeding assigned to the Family Division, and
 - which, pursuant to the Court's Local Administrative Order 2012-03, is assignable to the Court's Niles Courthouse, regardless of where the trial is held
 - also, before institution of a Court proceeding, a matter which would be a
 Proceeding when instituted, involving the identification of a suspect to a
 crime by a witness, including through lineup or photograph, and a potential
 criminal charge against a witness to a Proceeding.

1.4. Client. A "Client" is

- · An Adult, who is Indigent, and
- who is a party to a Proceeding, a suspect for identification in a potential Proceeding, or a witness subject to a potential criminal charge in a Proceeding, and
- for whom an order has been entered during the term of the Agreement appointing Niles Defense to represent that party, suspect or witness.
- 2. Term. The term of the Agreement is from January 1, 2013, through December 31, 2015.

- 3. **Niles Defense**. Niles Defense, and each individual attorney signator to the Agreement, agrees:
 - 3.1. To provide legal representation to each Client, including, as requested by the Court, participation in stakeholder or other appropriate meetings/proceedings in or concerning Mental Health Court, Drug Treatment Court, the Swift and Sure Pilot Program or its successor, and such other specialty courts as may be formed in the Berrien County Trial Court.
 - 3.2. To continue to represent each Client to completion of the Proceeding in the Court; if the Proceeding continues beyond termination of the Agreement, the representation shall continue to completion at no additional compensation under the Agreement.
 - 3.3. Promptly to identity conflicts and to retain and pay for conflict counsel, at no additional compensation from County.
 - 3.4. To maintain at their expense adequate professional liability insurance, and to indemnify and hold the County and the Court harmless from liability arising from their representation of a Client under the Agreement.
 - 3.5. To give priority to the obligations under the Agreement in scheduling and appearances.
 - 3.6. Not to request or accept consideration in any medium from, or on behalf of, the Client for the services performed under the Agreement.
 - 3.7. To comply with all pertinent requirements of the Michigan Supreme Court and the State Court Administrative Office (SCAO).
 - 3.8. To participate in at least one (1) continuing legal education event per year, subject to Court approval, which is designed to enhance the attorney's ability to provide competent legal services in a criminal proceeding.
 - 3.9. To keep:
 - a written record of the services performed by each attorney, including conflict attorneys, under the Agreement
 - a file for each Proceeding
 - a continuous record of the number of Proceedings assigned to each attorney to the Agreement, plus a continuous record of the total number of non-Agreement court proceedings handled by each attorney
 - Except as precluded by attorney-client privilege, to make such records and files available to the Court and the County upon request.

- To execute releases of information in forms acceptable to the Michigan Attorney 3.10. Grievance Commission and the Michigan Attorney Disciple Board. Promptly to notify the Court of a disciplinary sanction against an attorney.
- 3.11. In representing a Client, to:
 - Be on time and prepared for all court proceedings. Α.
 - Comply with court ordered deadlines. В.
 - Promptly identify and resolve conflicts of interest. C.
 - Continuously represent the Client in the Proceeding; except for isolated, D. unusual or unexpected circumstances, as approved by the assigned judge.
 - After assignment of the attorney to the Proceeding: E.
 - promptly meet with the Client and explain the charge and factual allegations in detail and describe pertinent defenses
 - for felony cases, meet with the client before each of the preliminary examination, case conference, status conference, and trial to discuss the case with the client, so that the attorney can have meaningful discussions with the prosecutor regarding the case and possible disposition; for an incarcerated Client, the meeting shall be at the place of incarceration
 - listen to and evaluate the Client's explanation
 - inform the Client about the maximum sentence and the sentencing process
 - evaluate and explain the Client's options in the Proceeding
 - discuss any proposed resolution
 - answer the Client's questions.
 - F. Within the time allowed in the scheduling order
 - consider applicable pretrial motions
 - file pertinent motions
 - · complete discovery.
 - Before disposition by plea, personally meet in private with the Client and G.
 - review the charge, factual allegations, pertinent defenses, maximum sentence, and sentencing process
 - explain and evaluate any proposed plea agreement
 - answer the Client's questions.

H. Before trial

- complete investigation and trial preparation
- · personally meet in private with the Client and
 - explain the trial process,
 - prepare the Client for trial
- answer the Client's questions.
- I. Before sentencing, personally meet in private with the Client, and
 - review the pre-sentence investigation report and the sentencing information report
 - answer the Client's questions.
- 3.12. An attorney appearing before the Court pursuant to the Agreement, other than a signator to the Agreement, must first agree to the provisions of the Agreement and be expressly approved by the Court's Criminal Division Presiding Judge or designee.
- 3.13. To attend periodic meetings of participants in criminal proceedings (e.g., prosecutors, defense counsel, judges, probation officers).
- 3.14. At any one time, each attorney shall not have principal responsibility for more than 30 felony cases (including cases not subject to the Agreement) which are pending after bindover to circuit court through disposition.
- 3.15. Niles Defense's signator attorneys shall at all times under this Agreement consist of at least three (3) attorneys in good standing.
- 4. County. County agrees:
 - 4.1. To pay to Niles Defense

\$140,000 for 2013

\$140,000 for 2014

\$140,000 for 2015

payable monthly beginning January 1, 2013, for invoices received by the 25^{th} day of the month.

4.2. To provide funds for the retention of a licensed private investigator or other expert to assist Niles Defense in the investigation and trial preparation for the Clients' Proceedings, not to exceed \$16,700 per year.

- 5. **Termination**. The Agreement may be terminated by the County or by the Court without cause upon providing sixty (60) days written notice to Niles Defense; or with cause upon no advance notice.
 - 5.1. Upon termination, Niles Defense shall receive payment as provide herein to the date of termination on a pro-rata, per-diem basis. Unless expressly relieved from doing so by an order of the Court, Niles Defense and its individual attorney signators shall continue to represent each Client assigned before termination until completion of the Proceedings, at no additional compensation from the County.
- 6. **General Provisions**. The general provisions which apply to the Agreement are as follows.
 - 6.1. The County, the Court, Niles Defense, and the individual attorney signators shall participate in an annual evaluation process as requested by the Court.
 - 6.2. Unless otherwise notified in writing, any notice, required or permitted herein, is sufficient if in writing, delivered personally or mailed by registered or certified mail, return receipt requested, deliver to addressee only, with postage fully paid. The date of mailing shall be the date of delivery. Such notice shall clearly set forth the provision of the Agreement under which it is given and it shall give all information necessary under the Agreement.
 - 6.3. The captions used in the Agreement are for identification and convenience only and are not to be considered in interpretation of the Agreement.
 - 6.4. The Agreement contains an exclusive and complete understanding of the agreement between the parties.
 - 6.5. The Agreement cannot be modified, amended or changed in any regard without the written consent of the parties.
 - 6.6. The Agreement shall be interpreted in accordance with the laws of the State of Michigan.
 - 6.7. The Agreement may not be assigned or transferred by any party without the written consent of the other party.
 - 6.8. In performing their duties and responsibilities under this Agreement, the parties hereto shall comply with all applicable federal and state laws, rules and regulations prohibiting discrimination.
 - 6.9. In performing their duties and responsibilities under this Agreement, it is expressly understood and agreed that the relationship between the parties hereto is that of an independent contractor. This Agreement shall not be construed to establish any principal/agent relationship between the parties hereto.

- If a provision of the Agreement, or the application thereof, is held invalid or unenforceable, that provision shall be deemed severable, and the validity of the remainder of the Agreement, and the application of the provision to other persons or circumstances, shall not be affected thereby.
- The failure to enforce any provision in the Agreement shall not constitute a 6.11. waiver or serve as a bar to the enforcement of that provision or of any other provision in the Agreement. The waiver by County or Court of a breach of any provision in the Agreement must be in writing.

by them

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IN WITNESS WHEREOF, the parties set their hand individually or as duly authorized representatives the	Is and seals as of the date written tereof.
NILES DEFENSE, P.L.L.C.	
By: Mul Mais	Date: 12/12/12
ATZORNEY SIGNATORS	
STORY	Date: 12/12/12 Date: 12/13/12
	Date:
BERRIEN COUNTY TRIAL COURT	•
By: My May h	Date: 12/27//2
COUNTY OF BERRIEN	
By: David Pagel, Chairman of the Board	Date: <u>[2-20-/2</u>
By: M. hwise stine, Clerk	Date: 12-30-12

A1212 255 12-20-12

Agreement Appointed Attorney Representation for Indigent Defense Berrien County Trial Court – St. Joseph Courthouse

This is an agreement (the "Agreement") between the COUNTY OF BERRIEN, a Michigan municipal corporation ("County"), with a principal location at 701 Main Street, St. Joseph, MI, and FELONY DEFENSE COUNSEL P.L.C. ("Defense Counsel"), a Michigan corporation, with a principal location at 606 Main Street, St. Joseph, MI, to provide requisite legal defense services to indigent adult persons charged with criminal offenses in the Berrien County Trial Court ("the Court"), upon the terms and conditions contained herein.

- 1. **Definitions**. The following definitions apply to the Agreement:
 - 1.1. Adult. An "Adult" means a person 17 years of age or older; or less than 17 years of age at the time of commission of a felony for which person is charged if jurisdiction as a juvenile is waived under MCL § 712A.4, or is otherwise designated or charged to be tried in the same manner as an adult under MCL §§ 712A.2d or 764.1f.
 - 1.2. Indigent. A person is "Indigent" upon a determination by a judicial officer of the Court that the person is financially unable to retain a competent lawyer as provided under MCR 6.005.
 - 1.3. Proceeding. A "Proceeding" is:
 - a Court proceeding in which the Adult charged could be incarcerated or extradited, including civil or criminal contempt and a juvenile after waiver to the Criminal Division, but excluding a juvenile proceeding assigned to the Family Division, and
 - which, pursuant to the Court's Local Administrative Order 2012-03, is assignable to the Court's St. Joseph Courthouse, regardless of where the trial is held, but excluding a proceeding assigned to Drug Court or Domestic Violence Court, and
 - also, before institution of a Court proceeding, a matter which would be a
 Proceeding when instituted, involving the identification of a suspect to a
 crime by a witness, including through lineup or photograph, and a potential
 criminal charge against a witness to a Proceeding.
 - 1.4. Client. A "Client" is:
 - · An Adult, who is Indigent, and
 - who is a party to a Proceeding, a suspect for identification in a potential Proceeding, or a witness subject to a potential criminal charge in a Proceeding, and
 - for whom an order has been entered during the term of the Agreement appointing Defense Counsel to represent that party, suspect or witness.
- 2. Term. The term of the Agreement is from January 1, 2013, through December 31, 2015.

- 3. **Defense Counsel.** Defense Counsel, and each individual attorney signator to this Agreement, agrees:
 - 3.1. To provide legal representation to each Client, including, as requested by the Court, participation in stakeholder or other appropriate meetings/proceedings in or concerning Mental Health Court, Drug Treatment Court, the Swift and Sure Pilot Program or its successor, and such other specialty courts as may be formed in the Berrien County Trial Court.
 - 3.2. To continue to represent each Client to completion of the Proceeding in the Court; if the Proceeding continues beyond termination of the Agreement, the representation shall continue to completion at no additional compensation under the Agreement.
 - 3.3. Promptly to identity conflicts and to retain and pay for conflict counsel, at no additional compensation from County.
 - 3.4. To maintain at their expense adequate professional liability insurance, and to indemnify and hold the County and the Court harmless from liability arising from their representation of a Client under the Agreement.
 - 3.5. To give priority to the obligations under the Agreement in scheduling and appearances.
 - 3.6. Not to request or accept consideration in any medium from, or on behalf of, the Client for the services performed under the Agreement.
 - 3.7. To comply with all pertinent requirements of the Michigan Supreme Court and the State Court Administrative Office (SCAO).
 - 3.8. To participate in at least one (1) continuing legal education event per year, subject to Court approval, which is designed to enhance the attorney's ability to provide competent legal services in a criminal proceeding.
 - 3.9. To keep:
 - a written record of the services performed by each attorney, including conflict attorneys, under the Agreement
 - a file for each Proceeding
 - a continuous record of the number of Proceedings assigned to each attorney to the Agreement, plus a continuous record of the total number of non-Agreement court proceedings handled by each attorney
 - Except as precluded by attorney-client privilege, to make such records and files available to the Court and the County upon request.
 - 3.10. To execute releases of information in forms acceptable to the Michigan Attorney Grievance Commission and the Michigan Attorney Disciple Board. Promptly to notify the Court of a disciplinary sanction against an attorney.

3.11. In representing a Client, to:

- A. Be on time and prepared for all court proceedings.
- B. Comply with court ordered deadlines.
- Promptly identify and resolve conflicts of interest.
- D. Continuously represent the Client in the Proceeding; except for isolated, unusual or unexpected circumstances, as approved by the assigned judge.
- E. After assignment of the attorney to the Proceeding:
 - promptly meet with the Client and explain the charge and factual allegations in detail and describe pertinent defenses
 - for felony cases, meet with the client before each of the preliminary examination, case conference, status conference, and trial to discuss the case with the client, so that the attorney can have meaningful discussions with the prosecutor regarding the case and possible disposition; for an incarcerated Client, the meeting shall be at the place of incarceration
 - listen to and evaluate the Client's explanation
 - inform the Client about the maximum sentence and the sentencing process
 - · evaluate and explain the Client's options in the Proceeding
 - · discuss any proposed resolution
 - · answer the Client's questions.
- F. Within the time allowed in the scheduling order
 - consider applicable pretrial motions
 - · file pertinent motions
 - · complete discovery.
- G. Before disposition by plea, personally meet in private with the Client and
 - review the charge, factual allegations, pertinent defenses, maximum sentence, and sentencing process
 - · explain and evaluate any proposed plea agreement
 - answer the Client's questions.

H. Before trial

- · complete investigation and trial preparation
- · personally meet in private with the Client and
 - explain the trial process,
 - prepare the Client for trial
- answer the Client's questions.
- I. Before sentencing, personally meet in private with the Client, and
 - review the pre-sentence investigation report and the sentencing information report
 - · answer the Client's questions.
- 3.12. An attorney appearing before the Court pursuant to the Agreement, other than a signator to the Agreement, must first agree to the provisions of the Agreement and be expressly approved by the Court's Criminal Division Presiding Judge or designee.
- 3.13. To attend periodic meetings of participants in criminal proceedings (e.g., prosecutors, defense counsel, judges, probation officers).
- 3.14. At any one time, each attorney shall not have principal responsibility for more than 30 felony cases (including cases not subject to the Agreement) which are pending after bindover to circuit court through disposition.
- 3.15. Defense Counsel's signator attorneys shall at all times under this Agreement consist of at least six (6) licensed attorneys in good standing.

4. County. County agrees:

4.1. To pay to Defense Counsel

\$490,000 for 2013.

\$490,000 for 2014

\$490,000 for 2015

payable monthly beginning January 1, 2013, for invoices received by the 25th day of the month.

4.2. To provide funds for the retention of a licensed private investigator or other expert to assist Defense Counsel in the investigation and trial preparation for the Clients' Proceedings, not to exceed \$50,000 per year.

- 5. **Termination**. The Agreement may be terminated by the County or by the Court without cause upon providing sixty (60) days written notice to Defense Counsel; or with cause upon no advance notice.
 - 5.1. Upon termination, Defense Counsel shall receive payment as provide herein to the date of termination on a pro-rata, per-diem basis. Unless expressly relieved from doing so by an order of the Court, Defense Counsel and its individual attorney signators shall continue to represent each Client assigned before termination until completion of the Proceedings, at no additional compensation from the County.
- 6. **General Provisions**. The general provisions which apply to the Agreement are as follows.
 - 6.1. The County, the Court, Defense Counsel, and the individual attorney signators shall participate in an annual evaluation process as requested by the Court.
 - 6.2. Unless otherwise notified in writing, any notice, required or permitted herein, is sufficient if in writing, delivered personally or mailed by registered or certified mail, return receipt requested, deliver to addressee only, with postage fully paid. The date of mailing shall be the date of delivery. Such notice shall clearly set forth the provision of the Agreement under which it is given and it shall give all information necessary under the Agreement.
 - 6.3. The captions used in the Agreement are for identification and convenience only and are not to be considered in interpretation of the Agreement.
 - 6.4. The Agreement contains an exclusive and complete understanding of the agreement between the parties.
 - 6.5. The Agreement cannot be modified, amended or changed in any regard without the written consent of the parties.
 - 6.6. The Agreement shall be interpreted in accordance with the laws of the State of Michigan.
 - 6.7. The Agreement may not be assigned or transferred by any party without the written consent of the other party.
 - 6.8. In performing their duties and responsibilities under this Agreement, the parties hereto shall comply with all applicable federal and state laws, rules and regulations prohibiting discrimination.
 - 6.9. In performing their duties and responsibilities under this Agreement, it is expressly understood and agreed that the relationship between the parties hereto is that of an independent contractor. This Agreement shall not be construed to establish any principal/agent relationship between the parties hereto.

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- 6.10. If a provision of the Agreement, or the application thereof, is held invalid or unenforceable, that provision shall be deemed severable, and the validity of the remainder of the Agreement, and the application of the provision to other persons or circumstances, shall not be affected thereby.
- 6.11. The failure to enforce any provision in the Agreement shall not constitute a waiver or serve as a bar to the enforcement of that provision or of any other provision in the Agreement. The waiver by County or Court of a breach of any provision in the Agreement must be in writing.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date written by them individually or as duly authorized representatives thereof.

FELONY DEFENSE COUNSEL P.L.C.

By: Cruest	LWANT
Ernest L. White	

Date: 13-12-12

ATTORNEY SIGNATORS

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Les Julle

Although Julle

Date: 12/12/12

Date: /a/14/12

Date: 12-12-12

Date: 12-17-12

Date: 12-18-12

Date: 12-16-12

Date:

BERRIEN COUNTY TRIAL COURT

COUNTY OF BERRIEN

By: David Pagel, Chairman of the Board

Date: 12-20-12

By: M. Joulise Stine Clerk Date: 12-20-12

THIRD JUDICIAL CIRCUIT COURT FEE SCHEDULE FOR ASSIGNED COUNSEL - CRIMINAL DIVISION (Effective for assignments made on or after March 30, 1998)

I. <u>CRIMINAL CASES IN THE TRIAL COURT</u> - GRADUATED, EVENT-BASED SCHEDULE

SENTENCE (MONTHS)

EVENT	<u>24-60</u>	<u>84-120</u>	<u>168-240</u>	LIFE MAX	NATURAL LIFE
Preliminary Examination	90	٣ ١١٠٠	130	150	190
Arraignment on Information	40	50	60	70	90
Investigation & Prep.	110	140	170 .	200	250
Plea	110	· į40)	170	200	250
Motion	60 40	70	90	100	130
Final Conference	40	50	60	70	90
Trial, Half Day	90	110	130	150	190
Trial, Full Day	180	2 <u>2</u> 0	260	300	380
Sentence	60	/U	90	100	130

MISCELLANEOUS EVENTS

Jail Visits: \$ 50 (One per non-capital and two per

capital case unless more are approved by Chief Judge)

Calendar Conference: \$ 50

Evidentiary & Walker Hearings: \$80 Half \$160 Full

All Adjourned Hearings

(Except those adjourned by Defense) One half of regular fee

The rates in the above table will be paid in all cases, except under those circumstances listed below.

EXCEPTIONS

1. Multiple Cases with Same Defendant:
100% of event fee for case with most serious charge
50% of event fee for each other case

2. Diversion:

Before preliminary exam \$100
After exam - paid per schedule

3. Probation Violation or Extradition Hearing \$ 75

II. ACTIVITY AT THE APPELLATE LEVEL

III.

Non-frivolous Motion for New Trial together with Memorandum of Law by Trial Counsel after a Jury or	
Non-jury trial:	\$ 125
Transcript:	
Every 400 pages or major fraction thereof other	200
than guilty plea cases Guilty plea cases	100
Curry production	100
Claim of Appeal Brief and All Proceedings:	
Other than guilty plea cases	500
Guilty plea cases	350
Visit to Prison Facilities:	
Wayne County facilities	75
Camp Pellston and all Upper Peninsula facilities	400 [′]
All others	200
Appeal to Higher Court for each one-half day spent in trial court:	75
Appearance at Habeas Corpus:	50
MISCELLANEOUS ACTIVITY	
Show-ups:	
Full day standby	200
Per hour	50
Psychiatric cases in which the maximum penalty is life Imprisonment:	
Interview and written evaluation	300
Attendance in court	150
Other Experts:	200
Interview and written evaluation	200 150
Attendance in court	130
Interpreters:	
Per day	150
Half day	75

WAYNE COUNTY CIRCUIT COURT - CRIMINAL DIVISION FEE SCHEDULE FOR ASSIGNED COUNSEL (Effective for assignments made on or after December 1, 1998)

I. CRIMINAL CASES IN THE TRIAL COURT - GRADUATED, EVENT-BASED SCHEDULE

SENTENCE (MONTHS)

EVENT	<u>24-60</u>	84-120	160-240	LIFE MAX	NATURAL <u>LIFE</u>
Preliminary Examination	90	110	l 130 l	190	250
Arraignment on Information	40	50	60	80	100
Investigation & Prep	110	140	170	210	270
Plea	110	140	170	210	260
Motion	60	70	90	110	140
Calendar Conference	~		. "	60	60
Hearings, half day				100	100
Hearings, full day				200	200
Final Conference	40	50	60	80	100
Trial, Half Day	90	110	130	160	210
Trial, Full Day	180	220	260	320	420
Sentence	60	70	90	110	140

MISCELLANEOUS EVENTS

Jail Visit:

\$ 50 (One per non-capital and two per capital case approved by Chief Judge)

Calendar Conference:

\$ 50.

Evidentiary & Walker Hearings:

\$ 80 Half \$ 160 Full

All Adjourned Hearings:

One half of regular fee

(unless adjourned by Defense)

ORDER MODIFYING PAYMENT OF **EXPERT WITNESS FEES IN ASSIGNED FELONY CASES**

STATE OF MICHIGAN THIRD JUDICIAL CIRCUIT

Pursuant to MCR 8.110(C)(2)(c) and 3(f) expert witnesses in assigned felony cases shall be paid according to the following schedule:

Psychiatric cases in which the maximum penalty is life imprisonment:

Interview and written evaluation

\$500.00

Attendance in court

\$300.00

Other experts:

Interview and written evaluation

\$300.00

Attendance in court

\$250.00

This revised payment schedule is effective for cases assigned on or after December 1, 1998.

Dated: December 4, 1998

Michael F. Sapala

Chief Judge

ADMINISTRATIVE ORDER 1998-03

STATE OF MICHIGAN THIRD JUDICIAL CIRCUIT

SUBJECT: ASSIGNED COUNSEL FEES FOR CRIMINAL DIVISION CASES

IT IS ORDERED:

The attached fee schedule representing fees for assigned counsel on criminal division cases is adopted for all assignments made on or after March 30, 1998.

Counsel appointed for indigent defendants may make no expenditure, other than for subpoena fees, for which he or she expects reimbursement except upon prior approval and the order of the trial judge on motion for good cause shown.

In any case in which more than one criminal offense is charged, payment shall be made for only the charge carrying the greatest potential term of imprisonment.

Counsel is required to consult with the defendant prior to the preliminary exam. If the defendant is in jail, counsel must attach to the fee voucher evidence of a jail visit in order to secure payment for that visit.

Counsel may petition the Chief Judge of the Third Judicial Circuit for payment of extraordinary fees.

Joint Administrative Order 1993-01 and associated fee schedule are rescinded and replace by this Order and Administrative Order 1998-04.

Date: 3 24 98

Michael F. Sapala

Chief Judge

Third Judicial Circuit of Michigan

THIRD JUDICIAL CIRCUIT COURT FEE SCHEDULE FOR ASSIGNED COUNSEL - CRIMINAL DIVISION (Effective for assignments made on or after March 30, 1998)

I. <u>CRIMINAL CASES IN THE TRIAL COURT</u> - GRADUATED, EVENT-BASED SCHEDULE

SENTENCE (MONTHS)

EVENT	<u>24-60</u>	84-120	168-240	LIFE <u>MAX</u>	NATURAL LIFE
Preliminary Examination Arraignment on Information Investigation & Prep. Plea Motion Final Conference Trial, Half Day Trial, Full Day Sentence	90 40 110 110 60 40 90 180	110 50 140 140 70 50 110 220	130 60 170 170 90 60 130 260	150 200 200 200 100 70 150 300	190 90 250 250 130 90 190 380
			~ •	100	1 3()

MISCELLANEOUS EVENTS

Jail Visits:

\$ 50 (One per non-capital and two per

capital case unless more are approved by Chief Judge)

Calendar Conference:

Evidentiary & Walker Hearings:

\$ 50 \$ 80 Half

\$160 Full

All Adjourned Hearings

(Except those adjourned by Defense)

One half of regular fee

The rates in the above table will be paid in all cases, except under those circumstances listed below.

EXCEPTIONS

Multiple Cases with Same Defendant:
 100% of event fee for case with most serious charge
 50% of event fee for each other case

2. Diversion:

Before preliminary exam
After exam - paid per schedule

\$100

3. Probation Violation or Extradition Hearing

\$ 75

II. ACTIVITY AT THE APPELLATE LEVEL

Transcript: Every 400 pages or major fraction thereof other than guilty plea cases Guilty plea cases Claim of Appeal Brief and All Proceedings: Other than guilty plea cases
Every 400 pages or major fraction thereof other than guilty plea cases Guilty plea cases Claim of Appeal Brief and All Proceedings:
Claim of Appeal Brief and All Proceedings:
Other than guilty pleases
Other than quilty places
Cuit that guilty plea cases 500
Guilty plea cases 350
Visit to Prison Facilities:
Wayne County facilities 75
Camp Peliston and all Upper Peninsula facilities
All others 200
Appeal to Higher Court for each one-half day spent in trial court: 75
Appearance at Habeas Corpus: 50
III. MISCELLANEOUS ACTIVITY
Show-ups:
Full day standby Per hour
Fer hour 50
Psychiatria anna in triata
Psychiatric cases in which the maximum penalty is life Imprisonment:
Interview and written evaluation 300
Allendance in court
150
Other Experts:
Interview and written evaluation
Attendance in court
150
Interpreters:
Per day
Half day
75

JACKSON COUNTY COURTS

CIRCUIT- FAMILY - PROBATE 312 South Jackson Street Jackson, Michigan 49201

Hon. Thomas D. Wilson Chief Circuit Judge

Marion R. Stone Administrative Assistant (517) 788-4382 FAX: 788-4623

December 13, 2013

Ms. Marla Rose McCowan State Appellate Defender Office Suite 3300, Penobscot Building 645 Griswold Detroit, MI 48226

Dear Ms. McCowan:

This is in response to your letter of December 4, 2013. At this time, we do not have any contracts in effect for appointment of attorneys on felony matters. We previously provided you copies of the contracts that were in effect until December 31, 2012. The following attorneys are receiving appointments:

Category 1-Murder

Jerry Engle Wendell Jacobs George Lyons Anthony Raduazo Andrew Kirkpatrick

Category 2 and 3 Phillip Berkemeier Alfred Brandt Susan Dehncke
Michael Dungan
Jerry Engle
Jared Hopkins
Wendell Jacobs
Andy Kirkpatrick
Jennifer Lamp
George Lyons
Corey McCord
Craig Pappin
Anthony Raduazo

When we asked for proposals in 2011, we used the following qualifications:

- 1. Be members of the State Bar of Michigan.
- 2. Be competent to handle the type of case assigned.
- 3. Comply with the minimum standards for court-appointed counsel as set forth in the August 1993 Michigan Bar Journal.
- 4. Perform duties in conformity with MCR 6.005(H) Scope of appointed trial lawyers representation.
- 5. Report any conflict of interest immediately to Court Administration in writing.

You asked how our circuit plans to comply with the guidelines of the Michigan Indigent Defense Commission. This will be determined when the guidelines have been adopted.

Ms. Marla R. McCowan Page 2 December 13, 2013

If you need additional information, please let me know.

Sincerely yours,

Marion R. Stone

Administrative Assistant

From: Ines Straube
To: Marla McCowan

Subject: Indigent Defense Counsel

Date: Tuesday, January 28, 2014 12:06:55 PM
Attachments: Indigent Defense Counsel list.doc

Ms. McCowan:

Attached is Barry County Trial Court's Indigent Defense Counsel list.

Ines Straube
Deputy Court Administrator
Barry County Trial Court
206 W. Court Street, Ste. 202
Hastings, MI 49058
269-945-1400 ext. 1044

Updated October 2013 Court –Appointed List

ATTORNEY NAME
FULL TIME
Dutcher, Tom
Dwyer, Carol
Hoel, Kristin
Kinney, Jim
McPhillips, Mike
Russell, Kathryn
Selleck, Kerri
Young, Kimberly
Baker, Jackie
PART TIME
Goulooze, James
FOC:
Doster, Mark



KEVIN M. OEFFNER

The Circuit Court for the Sixth Indicial Circuit Court

LISA LANGTON, ESQ.
DEPUTY COURT ADMINISTRATOR

January 13, 2014

Ms. Marla R. McCowan CDRC Manager State Appellate Defender Office 645 Griswold Suite 3300 Penobscot Detroit, MI 48226

Dear Ms. McCowan:

Enclosed is the list of criminal defense attorneys currently eligible to receive felony court appointments in the Oakland County Circuit Court. I also included a copy of the current fee schedule for your review. Please contact me at (248) 452-9396 if you should have any further questions.

Sincerely,

Angelina Sharon

Court Appointment Specialist

angeline Sharan

Enc.

FEE SCHEDULE OAKLAND COUNTY CIRCUIT COURT APPOINTED ATTORNEY FEE SCHEDULE

WE DO NOT PAY FOR: MOTIONS, PRETRIALS, PDI'S OR ADJOURNED COURT DATES

DISTRICT COURT DISPOSITIONS	
(Includes preliminary exam conference, preliminary exam, motions, plea and sentence)	
Felony with less than life maximum sentence (plea and sentence)	\$300.00
Felony with life maximum sentence (plea and sentence)	\$440.00
Dismissal in district court (life maximum and non-life maximum)	\$220.00
Trial day in district court or extra day preliminary exam	\$155.00
Infectious Diseases Hearing	\$150.00
Attorney is retained out without notice (Submission of Retained Out Verification Notice signed by district court clerk required.)	\$75.00
<u>CIRCUIT COURT DISPOSITIONS</u> (Includes preliminary exam conference, arraignment in circuit court, motions plea and sentence)	
Felony with less than life maximum sentence, preliminary exam waived	\$460.00
Felony with less than life maximum sentence, preliminary exam held	\$500.00
Habitual 4 th enhancement case	\$710.00
Murder 1 cases and drug cases of possession of 1000 grams or more	\$950.00
All other capital cases with the case number code ending in FC	\$800.00
<u>IAIL VISITS</u> PROOF OF JAIL VISIT CARDS ARE REQUIRED FOR PAYMENT; NO COPIES WILL I	ВЕ АССЕРТЕД.
Less than life maximum crimes and habitual 4 th TWO VISIT ONLY (per defendant) or appointments after 8/12/02. ONE VISIT (per defendant) if appointed before 8/12/02	\$65.00
ife maximum cases up to six visits	\$65.00
violation of Probation ONE VIST (per defendant)	\$65.00
PAILY ALLOWANCES FOR HEARINGS AND TRIALS IN CIRCUIT COURT	
aily allowance for trial or hearing WHERE TESTIMONY IS TAKEN for a less than life	\$350.00
aily allowance for trial or hearing WHERE TESTIMONY IS TAKEN for life maximum felony	\$460.00
	Rev. (10/1//08)

MULTIPLE CASES

Attorneys handling more than one case for a defendant will be paid in full for the first case and one-half (1/2) for each consecutive case. Allowances will be made if separate court appearances are necessary.

YOUTHFUL TRAINEE ACT

For vouchering purposes, a YTA is a form of sentencing. A YTA revocation hearing will be treated like a probation violation. Any YTA revocation with a separate plea and sentencing (3 appearances) will be paid one-half (1/2) of a regular case.

PATERNITY CASES

If you were appointed before January 1, 1998	\$40.00 per hr.
If you were appointed after January 1, 1998	\$450.00 maximum \$300.00 flat fee
<u>LINE-UP</u>	\$75.00
VIOLATION OF PROBATION	\$100.00
<u>POLYGRAPH</u>	\$100,00
EXTRADITION	\$100.00
REMAND TO DISTRICT COURT	\$180.00
VIOLATION OF A PERSONAL PROTECTION ORDER	\$100.00
FRIEND OF THE COURT SHOW CAUSES	\$100.00
SHOW CAUSE FOR FAILURE TO PAY COURT COSTS	\$100.00
CIRCUIT COURT APPEALS	
Appeals for a conviction from a plea	\$45.00 per hr. \$800.00 maximum
Appeals for a conviction from a trial	\$45.00 per hr. \$1,320.00 maximum

EXTRA-ORDINARY FEE POLICY

Extra-ordinary fees will not be paid on non-capital cases. No more than 1.5 (X) the amount recommended by the Court Administrator will be paid on capital cases. The Chief Judge will review any requests that do not meet this policy. This policy does not apply to extra-ordinary fee requests on appeals. All requests for extra-ordinary fees on any appeal will go before a three-judge panel with the judge being the first judge on the panel.

All Eligible Attorney's

1/15/2014 12:51:50 PM

Name	Address	City	State	Zip	PNO	Phone	T	
LAUREL B. ACHO	6364 TIMBERWOOD SOUTH PO BOX 253036	WEST BLOOMFIELD	MI	48325	70836	(248) 757-2184	Fax (248) 254-7023	Category 3
ROBERT ADAMS	3053 COOLIDGE HWY	BERKLEY	MI	48072	10045	(248) 541-6151	(248) 541-5339	1
CHARLA ADAMS	31700 WEST 13 MILE RD SUITE 200	FARMINGTON HILLS	MI	48334	74863	(313) 766-4540	(815) 301-3824	3
MARK A. AMBROSE	5101 INKSTER RD.	BLOOMFIELD HILLS	MI	48302	46233	(248) 787-5101	(248) 626-7367	3
RONALD D. AMBROSE	16818 FARMINGTON RD.	LIVONIA	MI	48154	45504	(248) 890-1361	(734) 266-8250	3
BRANDY N. ANDERSON	PO BOX 37091	OAK PARK	MI	48237	70876	(313) 212-3393	(888) 676-4507	4
OONALD JOHN ANDREWS	65 CADILLAC SQ. SUITE 2915	DETROIT	MI	48226	48501	(248) 505-3644	(313) 963-9185	3
EE W. ANDREWS	20095 CARRIAGE LN	BEVERLY HILLS	MI	48025	39147	(248) 200-8155	(248) 399-0345	2
OHN ANGOTT	1902 N. CONNECTICUT AVE.	ROYAL OAK	MI	48073	62985	(313) 221-0675	(248) 439-0759	2
INGSLEY O. ARIMAH	19785 W. 12 MILE RD. SUITE 200	SOUTHFIELD	MI	48076	68048	(734) 891-4529	(734) 484-9688	3
ANIEL ARM	18930 W. 10 MILE RD STE 2000	SOUTHFIELD	MI	48075	61807	(248) 854-3948	(248) 291-6087	3

Name	Address	City	State	Zip	PNO	Phone	Fax	Cotons
CECILIA QUIRINDONGO BAUNSO	35 W. HURON ST. SUITE 401	PONTIAC	MI	48342	68374	(248) 252-6511	(248) 377-1080	Categor 2
PAMELA N. BEEGHLY	20411 W. 12 MILE RD. SUITE 211	SOUTHFIELD	MI	48076	36231	(248) 425-0002	(313) 274-8486	3
MARCEL S. BENAVIDES	240 DAINES ST.	BIRMINGHAM	MI	48009	69562	(248) 631-7863	(248) 307-9560	2
MARY BLANEY	26700 LAHSER RD. STE 470	SOUTHFIELD	MI	48033	72940	(248) 918-4370		3
AMIE LEE BOASE	837 S. LAPEER RD. STE 102	OXFORD	MI	48371	76591	(248) 408-5496	(248) 628-0217	3
HILLARIE BOETTGER	P.O. BOX 266	BLOOMFIELD HILLS	MI	48303	62003	(248) 894-9021	(248) 659-1575	2
RYAN BOLLING	P.O. BOX 356	MILFORD	MI	48381	65151	(248) 505-2737	(248) 360-4144	3
	36880 WOODWARD AVE SUITE 100	BLOOMFIELD HILLS	MI	48304	33800	(248) 647-8180	(248) 647-1170	2
	243 W. CONGRESS SUITE 350	DETROIT	MI	48226	45554	(313) 964-6464	(248) 548-8597	3
ICHARD G. BREWER	PO BOX 250577	FRANKLIN	MI	48025	31124	(313) 310-3498	(888) 769-1774	3
	5600 NEW KING ST. SUITE 365	TROY	MI	48098	71665	(248) 649-1160	(800) 927-1870	3
	76 S. MAIN ST. SUITE I	MT. CLEMENS	MI	48043	41835	(586) 216-6499	(248) 395-9815	3

Name	Address	City	State	Zip	PNO	Phone		
MARYANN BRUDER	30700 TELEGRAPH RD. SUITE 3475	BINGHAM FARMS	MI	48025	55239	(248) 914-7329	(248) 564-0866	Category 3
LAWRENCE J. BUNTING	P.O. BOX 1683	TROY	MI	48099	27111	(248) 689-4200	(248) 689-0404	1
TIMOTHY J. BURNS	P.O. BOX 1202	TROY	MI	48099	61773	(248) 225-1497	(248) 251-0199	3
LANDON BUSH	P.O. BOX 721281	BERKLEY	MI	48072	51870	(248) 767-8891	(248) 543-4869	3
WILLIAM A. CALUNAS	363 W. BIG BEAVER RD. STE 440	TROY	MI	48084	75260	(248) 457-6000	(248) 928-0439	4
MICHAEL J. CARELLI	36700 WOODWARD AVE. SUITE 209	BLOOMFIELD HILLS	MI	48304	64248	(248) 835-9545	(248) 786-6787	3
C. CLIFFORD CHADWICK	2057 ORCHARD LAKE ROAD	SYLVAN LAKE	MI	48320	34372	(248) 335-8150	(248) 335-0955	3
GEORGE CHEDRAUE	26211 CENTRAL PARK BLVD. SUITE 211	SOUTHFIELD	MI	48076	41732	(313) 790-0498	(248) 352-2159	1
ENNIPHER L. M. COLTHIRST	3919 BENITEAU	DETROIT	MI	48214	52876	(313) 824-0774	(313) 824-0775	3
TACY COMBS	P.O. BOX 711	HIGHLAND	MI	48357	55151	(248) 882-0501	(248) 887-5363	3
OBERT COOPER	31700 W. 13 MILE RD. SUITE 96	FARMINGTON HILLS	MI	48334	12209	(248) 736-8733	(734) 434-6269	1
AYMOND A. CORRELL	24901 NORTHWESTERN HWY SUITE 113	SOUTHFIELD	MI	48075	43868	(248) 557-9270	(248) 350-9865	1

Name	Address	City	State	Zip	PNO	Phone	Fax	
CECIL J. CROSS	5575 NORTHCOTE	WEST BLOOMFIELD	MI	48322	52910	(248) 231-4438	(877) 448-9995	Category 2
JALAL JAMIL DALLO	255 S. OLD WOODWARD AVE STE 310	BIRMINGHAM	MI	48009	72879	(248) 763-4040	(248) 283-7002	3
THOMAS E. DAVIS	P.O. BOX 662	KEEGO HARBOR	MI	48320	31729	(248) 842-7166		1
MICHAEL P. DEAN	P.O. BOX 725041	BERKLEY	MI	48072	32631	(248) 914-0699	(248) 541-4898	3
CARMEN DEFRANCO	26339 WOODWARD AVE	HUNTINGTON WOODS	MI	48070	71031	(248) 825-3529	(248) 565-2480	2
UCHARD DENNO	620 LYDIA LANE	PONTIAC	MI	48341	45240	(248) 745-6941	(248) 745-0119	4 .
ATTHEW DEWAN	7 W. SQUARE LAKE RD.	BLOOMFIELD HILLS	MI	48302	69660	(248) 408-8609	(248) 338-3983	3
OREN M. DICKSTEIN	2000 TOWN CENTER SUITE 2350	SOUTHFIELD	MI	48075	53508	(248) 263-6800	(248) 357-1371	1
USSELL D. DONELSON	7031 ORCHARD LAKE RD. STE 302	WEST BLOOMFIELD	MI	48322	53660	(248) 515-9210	(248) 865-3323	3
FACY DROUILLARD	2345 OAKLAND	HIGHLAND	MI	48356	62735	(248) 884-9094	(248) 691-2214	2
RIAN DUPUIS	4000 CROOKS RD. STE 100	ROYAL OAK	MI	48073	73208	(517) 803-4541		4
SA L. DWYER	302 S. MAIN ST STE 202	ROYAL OAK	MI	48067	47961	(313) 510-2793	(313) 962-0766	1

Name	Address	City	State	Zip	PNO	Phone	Fax	
DEAN F. ELDON	1370 N OAKLAND BLVD #110	WATERFORD	MI	48327	41406	(248) 666-9880	(248) 666-9935	Category 2
STEVEN ELWORTH	2057 ORCHARD LAKE RD.	SYLVAN LAKE	MI	48320	76337	(248) 333-3666	(248) 333-7290	
ELIAS J. ESCOBEDO	995 W HURON	WATERFORD	MI	48328	37808	(248) 682-8400	(248) 682-6212	1
JOSE' R. FANEGO	35920 WOODWARD AVE. SUITE 230	BLOOMFIELD HILLS	MI	48304	42696	(248) 645-1400	(248) 645-8262	1
ROBERT LEE FARNETTE	3835 NORMANWOOD DR.	WEST BLOOMFIELD	MI	48323	13304	(248) 884-8402		2
CHARLES P. FARRAR	PO BOX 81168	ROCHESTER	MI	48308	42783	(248) 860-6025	(248) 682-6212	3
OHNETTA FISHER-BRADY	P.O. BOX 251834	WEST BLOOMFIELD	MI	48325	72872	(313) 320-5130	(248) 682-9858	3
MICHAEL A. FLACK	4134 S FULTON PL	ROYAL OAK	MI	48073	31131	(248) 549-3226	(248) 549-3226	3
IMOTHY P. FLYNN	6480 CITATION DR.	CLARKSTON	MI	48346	42201	(248) 625-0600	(248) 625-6996	2
ENNIFER FOSTER	7400 HIGHLAND RD. SUITE 140	WATERFORD	MI	48327	75947	(248) 383-5293	(866) 713-7151	4
IITCHELL T. FOSTER	P.O. BOX 798	MILFORD	MI	48381	46948	(248) 705-2994	(248) 684-8401	1
OBYN FRANKEL	26611 WOODWARD AVE.	HUNTINGTON WOODS	MI	48070	43629	(248) 568-8187	(248) 541-9456	2

Name	Address	City	State	Zip	PNO	Phone	Fax	Cotosso
JEFFREY J. FRANKLIN	P.O. BOX 80397	ROCHESTER	MI	48308	71589	(248) 770-7058	(248) 375-5877	Category 3
LEESA R. FREDERICK	22200 W. 11 MILE RD. SUITE 3724	SOUTHFIELD	MĮ	48037	53372	(248) 894-8417	(313) 934-4110	2
MICHAEL S. FREUD	5186 DURNHAM	WATERFORD	MI	48327	26318	(313) 270-2930	(248) 706-1701	3
THEODORE H. FRIEDMAN	19785 W 12 MILE RD #160	SOUTHFIELD	MI	48076	27021	(248) 354-6160	(248) 354-9975	1
PATRICK GAGNIUK	831 WYANDOTTE AVE	ROYAL OAK	MI	48067	69038	(248) 894-5424	(248) 439-6222	3
KAMESHIA D. GANT	19785 W. 12 MILE RD. SUITE 142	SOUTHFIELD	MI	48076	69425	(517) 410-7690	(248) 208-2178	3
OHN E. GATES JR	26080 WOODWARD AVENUE	ROYAL OAK	MI	48067	31896	(248) 515-0128	(248) 543-5579	3
CHRISTOPHER F. GATES	26080 WOODWARD	ROYAL OAK	MI	48067	47909	(248) 543-5990	(248) 543-5579	3
ICHARD W. GLANDA	6368 PEACH TREE CT.	ROCHESTER HILLS	MI	48306	32990	(313) 510-0324	(313) 533-5262	1
EOFFREY R. GLASER	1966 PENOBSCOT BUILDING	DETROIT	MI	48226	46892	(313) 963-4321	(313) 961-0700	2
INDA GOETZ	3759 S. BALDWIN RD. SUITE 134	LAKE ORION	MI	48359	47395	(248) 379-4590	(248) 393-2822	3
JAN M. GONZALEZ	1603 N. MAIN ST SUITE 200	ROYAL OAK	MI	48067	73537	(248) 990-2020	(248) 268-2724	3

Name	Address	City	State	Zip	PNO	Phone	Fax	Category
JUDITH GRACEY	31700 WEST 13 MILE RD SUITE 200	FARMINGTON HILLS	MI	48334	39766	(248) 388-0980	(248) 702-6673	l l
CHRISTINE M. GRAND	31731 NORTHWESTERN HWY SUITE 151	FARMINGTON HILLS	MI	48334	51260	(248) 538-3737	(248) 538-4110	2
LESLIE NEIL GREENWALD	40900 WOODWARD AVE STE 111	BLOOMFIELD HILLS	MI	48304	23461	(248) 645-1166	(248) 645-6239	2
DERWOOD A. HAINES	44020 COTTISFORD	NORTHVILLE	MI	48167	46481	(248) 231-6210	(248) 449-8473	3
ANITA R. HAITH	3050 UNION LAKE RD. SUITE 8-F	COMMERCE TWP.	MI	48382	38189	(248) 736-6376	(248) 706-5037	1
NCHARD M. HALPRIN	P.O. BOX 426	ROYAL OAK	MI	48067	42729	(248) 543-0001	(248) 564-5373	2
DIL HARADHVALA	19120 GRANDVIEW SUITE 5	DETROIT	MI	48219	40095	(586) 420-6962	(313) 533-5262	3
YLE B. HARRIS	23205 GRATIOT AVE SUITE 165	EASTPOINTE	MI	48021	42870	(313) 595-9090	(248) 855-1919	1
ADINE R. HATTEN	125 EVERGREEN TRAIL	LAKE ORION	MI	48362	73789	(248) 872-7110	(877) 759-7871	3
ATHY L. HENRY	6601 CREST TOP DR.	WEST BLOOMFIELD	МІ	48322	41314	(313) 964-2525	(248) 438-6724	3
ANIEL P. HILF	HERITAGE SQUARE 1775 W. BIG BEAVER	TROY	MI	48084	55533	(586) 530-1221	(248) 885-8996	1
DRIENNE HINNANT-JOHNSON	29777 TELEGRAPH RD. SUITE 2500	SOUTHFIELD	MI	48034	68999	(313) 445-8324	(313) 965-8474	3

Name	Address	City	State	Zip	PNO	Phone	Fax	Category
JOHN H. HOLMES	P.O. BOX 7011	BLOOMFIELD HILLS	MI	48302	25446	(248) 424-9394	(248) 424-9394	
АМҮ М. НОРР	2167 ORCHARD LAKE RD.	SYLVAN LAKE	MI	48320	48872	(248) 408-1742	(248) 656-6012	2
JOSEPH N. HORENSTEIN	27096 EVERETT	SOUTHFIELD	MI	48076	28949	(248) 552-6268	(248) 557-2035	1
VICKY O. HOWELL	1921 BRADFORD RD.	BIRMINGHAM	MI	48009	44329	(248) 854-6882	(248) 258-0888	3
CHARLES BRUCE IDELSOHN	P.O. BOX 310856	DETROIT	MI	48231	36799	(586) 450-0128	(313) 784-9246	3
OYA JEFFERSON	19785 WEST 12 MILE RD. SUITE 358	SOUTHFIELD	MI	48076	69988	(248) 252-7541	(313) 432-5971	3
HARESA JOHNSON	19785 W. 12 MILE RD. #669	SOUTHFIELD	MI	48076	57576	(248) 229-3427	(248) 354-3816	2
AMELA JOHNSON	261 E. MAPLE RD.	BIRMINGHAM	MI	48009	59236	(248) 863-7450	(248) 479-1854	1
ASSAL JOHNSON II	900 WILSHIRE DR. SUITE 202	TROY	MI	48084	72130	(248) 663-2287	(248) 663-4029	3
UANE R. JOHNSON	2000 TOWN CTR. SUITE 1900	SOUTHFIELD	MI	48075	41842	(248) 851-9400	(248) 851-9404	3
AWRENCE G. KALUZNY	31700 W. 13 MILE RD. SUITE 107	FARMINGTON HILLS	MI	48334	15663	(248) 891-5388	(248) 851-0138	1
DDD A. KALUZNY	31700 W. 13 MILE RD. SUITE 107	FARMINGTON HILLS	MI	48334	55534	(248) 721-1093	(248) 851-0138	1

Name	Address	City	State	Zip	PNO	Phone	Fax	Category
JEFFREY KAPLAN	2950 OAKBROOKE CT.	WEST BLOOMFIELD	MI	48323	74943	(248) 303-5098	I'AA	Category 3
RONALD E. KAPLOVITZ	2057 ORCHARD LAKE RD	SYLVAN LAKE	MI	48320	36889	(248) 333-3666	(248) 333-7290	1
R. FRANK KELLY	33400 WOODWARD AVE	BIRMINGHAM	MI	48009	35235	(248) 398-6622	(248) 645-0861	3
ZACHARY KEMP	212 W HIGHLAND RD. SUITE 102	HIGHLAND	MI	48357	71894	(248) 529-6849	(248) 529-6910	3
CHRISTOPHER KOHLER	900 WILSHIRE DR. SUITE 202	TROY	MI	48084	58785	(248) 981-6198	(248) 519-2399	3
DOUGLAS P. KOLLY	517 AUGUSTA DRIVE	ROCHESTER HILLS	MI	48309	29318	(248) 651-7300	(248) 522-3548	2
MARSHA M. KOSMATKA	P.O. BOX 278	WALLED LAKE	MI	48390	57001	(248) 895-8225	(248) 360-9752	1
ANDREW KOWALKOWSKI	24725 W 12 MILE RD STE 110	SOUTHFIELD	MI	48034	71120	(248) 974-9594	(248) 439-0652	3
SCOTT C. KOZAK	44648 MOUND RD. SUITE 802	STERLING HTS.	MI	48314	60099	(248) 709-6040	(248) 652-2965	1
ARENCE R. KOZMA	20 W. WASHINGTON STREET SUITE 11	CLARKSTON	MI	48346	27227	(248) 620-6000	(248) 625-9192	3
MELISSA KRAUSKOPF	35 W. HURON ST. SUITE 401	PONTIAC	MI	48342	68278	(248) 854-3433	(248) 377-1080	2
ASON J. KUCMIERZ	1060 E. WEST MAPLE	WALLED LAKE	MI	48390	63842	(248) 719-1474	(248) 893-4040	3

Name	Address	City	State	Zip	PNO	Phone	T	
WILLIAM LANSAT	280 N. OLD WOODWARD AVI SUITE 250	E BIRMINGHAM	MI	48009	36752	(248) 258-7074	(248) 258-7084	Categor 3
JOSEPH A. LAVIGNE	31700 WEST 13 MILE RD SUITE 96	FARMINGTON HILLS	MI	48334	50966	(248) 539-3144	(248) 539-3166	1
RANDALL M. LEWIS	2000 TOWN CENTER SUITE 2350	SOUTHFIELD	MI	48075	46134	(248) 263-6800	(248) 357-1371	1
ANTHONY J. LEWIS	24681 NORTHWESTERN HWY SUITE 400-G	SOUTHFIELD	MI	48075	43876	(248) 569-3383		1
ERIC S. LUMBERG	7001 ORCHARD LAKE RD. SUITE 430A	WEST BLOOMFIELD	MI	48322	46135	(248) 626-8383	(248) 626-0751	2
STEVEN P. LYNCH	261 E. MAPLE RD.	BIRMINGHAM	ΜĮ	48009	47008	(248) 514-1799	(248) 203-2627	1
RYAN H. MACHASIC	22757 WOODWARD AVE SUITE 210	FERNDALE	MI	48220	70251	(248) 284-4253	(586) 493-1177	2
ICTOR MANSOUR	32000 NORTHWESTERN HWY SUITE 155	FARMINGTON HILLS	MI	48334	71767	(248) 891-9594	(248) 855-8304	3
MCHAEL J. MCCARTHY	26001 FIVE MILE RD.	REDFORD	MI	48239	30169	(313) 535-1300	(313) 535-4580	1
AMES F. MCCARTHY	1361 HENDRICKS WAY	WATERFORD	MI	48328	17284	(248) 681-2043		4
HOMAS M. MCGINNIS	5365 SEMINOLE CT.	COMMERCE TWP.	MI	48382	33419	(248) 797-2349		1
AUREEN MCGINNIS	1721 CROOKS RD. STE 101	TROY	MI	48084	66069	(248) 643-6002	(248) 643-4320	3

Name	Address	City	State	Zip	PNO	Phone	For	
DAVID E. MCGRUDER	44060 WOODWARD AVE. SUITE 200	BLOOMFIELD HILLS	MI	48302	69898	(248) 332-0222	Fax (248) 332-7412	Category 3
DEBORAH H. MCKELVY	1432 MARYLAND BLVD.	BIRMINGHAM	MI	48009	44157	(248) 644-2854	(248) 644-2854	2
G. WHITNEY MCRIPLEY	10640 OAK PARK BLVD.	OAK PARK	MI	48237	41150	(248) 398-4060	(248) 398-4596	1
IENNIFER E. MEAD	2057 ORCHARD LAKE RD.	SYLVAN LAKE	MI	48320	57106	(313) 485-1250	(313) 832-7661	3
ROMI МЕZY	28230 ORCHARD LK RD. SUITE 201	FARMINGTON HILLS	MI	48334	68245	(248) 865-2788	(248) 626-0051	3
ELLEN KATZMAN MICHAELS	6309 PINECROFT	WEST BLOOMFIELD	MI	48322	67943	(248) 202-3345	(248) 855-4084	3
AULETTE MICHEL	145 S. LIVERNOIS RD. #183	ROCHESTER	MI	48307	71982	(248) 505-4766	(248) 413-2693	1
NDREW MIKOS	1411 E. WINDEMERE AVE	ROYAL OAK	MI	48073	76268	(248) 219-1207	(248) 643-0152	3
REDERICK J. MILLER	837 S LAPEER RD STE102	OXFORD	MI	48371	41207	(248) 628-0180	(248) 628-0217	1
ICHARD D. MINTZ	26080 WOODWARD	ROYAL OAK	MI	48067	17818	(248) 542-3100	(248) 543-5579	2
ILLIAM MITCHELL	ONE TOWNE SQUARE SUITE 1700	SOUTHFIELD	MI	48076	31031	(248) 330-9649	(248) 746-4001	1
DBERT J. MORAD	30600 TELEGRAPH RD. STE 3250	BINGHAM FARMS	MI	48025	56475	(248) 891-8272		3

Name	Address	City	State	Zip	PNO	Phone	Fax	Cotogory
DAVID PAUL MORREALE	2998 W. 11 MILE RD.	BERKLEY	MI	48072	31647	(810) 602-0911	(586) 773-0346	Category 3
GREGORY D. MORTIMORE	1729 CROOKS RD. SUITE 106	ROYAL OAK	MI	48067	50972	(248) 270-3340	(248) 247-2982	3
JASON MOSS	2446 ORCHARD LAKE RD.	SYLVAN LAKE	MI	48320	73453	(313) 961-5800	(313) 963-9258	4
STEVEN I. MOSS	2500 ORCHARD LAKE RD.	SYLVAN LAKE	MI	48320	33039	(248) 320-9917	(313) 963-9258	3
SOMCHIT MOUNSAMROUATH-H	32372 BAINTREE RD.	FARMINGTON HILLS	MI	48334	69542	(248) 231-1548	(248) 522-6259	3
ANDREW T. MOXIE	4367 FIELDBROOK	WEST BLOOMFIELD	MI	48323	69568	(313) 910-2787	(248) 932-2522	3
. D. MULLINS	16950 NEW HAMPSHIRE DR.	SOUTHFIELD	MI	48075	37989	(313) 550-1902	(248) 569-4101	3
COLLEEN MURPHY	2000 TOWN CENTER SUITE 2350	SOUTHFIELD	MI	48075	44432	(248) 263-6800	(248) 357-1371	3
OSEPH N. NAFSU	29870 MIDDLEBELT RD.	FARMINGTON HILLS	MI	48334	73742	(248) 388-9798	(248) 254-4531	3
EONARD NICHOLAS NAUMENK	1060 E. WEST MAPLE	WALLED LAKE	MI	48390	56499	(248) 613-4707	(586) 783-4599	3
OSHUA NUCIAN	29800 TELEGRAPH RD.	SOUTHFIELD	MI	48034	70475	(248) 353-6500	(248) 353-2514	3
OUGLAS K. OLIVER	7111 DIXIE HWY. SUITE 230	CLARKSTON	MI	48346	35810	(248) 420-8132	(248) 698-3393	1

Name	Address	City	State	Zip	PNO	Phone	***	
D. ANN PARKER	30700 TELEGRAPH RD. SUITE 3475	BINGHAM FARMS	MI	48025	32302	(248) 593-0361	(248) 642-6012	Category 2
H. WALLACE PARKER	44060 WOODWARD AVE SUITE 200	BLOOMFIELD HILLS	MI	48302	18647	(248) 332-0222	(248) 332-7412	1
KERRY O. PHILLIPS	28 N SAGINAW #1013	PONTIAC	MI	48342	38790	(248) 335-1010	(248) 335-4331	2
NANCY A. PLASTERER	6632 TELEGRAPH RD #186	BLOOMFIELD HILLS	MI	48301	37170	(248) 252-0718	(248) 360-9622	3
DONNA M. POSEY	19785 W. 12 MILE RD. #561	SOUTHFIELD	MI	48076	53654	(313) 570-4686	(248) 557-4002	3
DAVID J. POULTON	710 N. CROOKS RD.	CLAWSON	MI	48017	59039	(248) 435-4479	(248) 498-6889	3
EFFREY J. QUAS	337 S. MAIN ST. SUITE 201	ROCHESTER	MI	48307	42248	(248) 652-7799	(248) 651-5531	1
IARGARET SIND RABEN	333 WEST FORT STREET 11TH FLOOR	DETROIT	MI	48226	39243	(313) 628-4740	(313) 628-4701	2
IARK P. REINA	6140 DIXIE HWY.	CLARKSTON	MI	48346	36258	(248) 390-3464		3
FEVEN JOHN REINA	6140 DIXIE HWY.	CLARKSTON	ΜI	48346	42423	(248) 703-0102	(248) 244-9389	1
LAN J. REINER	410 W. UNIVERSITY	ROCHESTER	MI	48307	41718	(248) 568-7293	(248) 652-9930	3
ITCHELL RIBITWER	26862 WOODWARD AVE SUITE 200	ROYAL OAK	МІ	48067	26054	(248) 540-2600	(248) 723-4293	1

Name	Address	City	State	Zip	PNO	Phone	Fax	C-4-
ADAM S. RIVERA	2911 N. WILSON	ROYAL OAK	MI	48073	58145	(248) 506-3470	(248) 629-4537	Category 3
REBECCA A. ROBERTS	10315 LAFOLLETTE	BRIGHTON	MI	48116	39677	(810) 227-9743	(810) 227-8522	3
NORMAN ROBINER	30150 TELEGRAPH RD. SUITE 444	BINGHAM FARMS	MI	48025	19515	(248) 854-4795	(248) 645-1222	1
AMY M. ROEMER	4627 GROVELAND AVE	ROYAL OAK	MI	48073	68480	(734) 634-2708	(248) 564-5333	3
JAN JEFFREY RUBINSTEIN	30150 TELEGRAPH RD. SUITE 444	BINGHAM FARMS	MI	48025	57937	(248) 220-1415	(248) 213-6394	3
EROME SABBOTA	26862 WOODWARD AVE SUITE 200	ROYAL OAK	MI	48067	25892	(248) 540-2600	(248) 723-4293	1
AYNE SAKWA	29800 TELEGRAPH RD.	SOUTHFIELD	MI	48034	66050	(248) 353-6500	(248) 353-2514	1
ALVIN C. SALLEN	30100 TELEGRAPH RD. SUITE 360	BINGHAM FARMS	MI	48025	23797	(248) 646-4686	(248) 642-3207	2
HIRLEY A. SALTZMAN	30700 TELEGRAPH RD. SUITE 2650	BINGHAM FARMS	MI	48025	26227	(248) 672-5024	(248) 258-5609	3
IONEKA L. SANFORD	P.O. BOX 431520	PONTIAC	MI	48343	62315	(248) 514-3186	(248) 862-2604	2
IATT SAVICH	39500 HIGH POINTE BLVD. SUITE 400	NOVI	MI	48375	51264	(586) 817-4290	(248) 888-8498	2
IICHAEL E. SAWICKY	26050 ORCHARD LAKE RD. SUITE 300	FARMINGTON HILLS	MI	48334	52869	(248) 522-0008	(248) 442-3319	2

Name	Address	City	State	Zip	PNO	Phone	Fax	Catagori
JAMES SCHMIER	2222 ATTARD	BIRMINGHAM	MI	48009	70825	(248) 540-0044	(248) 540-0044	Category 3
DANIEL J.M. SCHOUMAN	1060 E. WEST MAPLE	WALLED LAKE	MI	48390	55958	(248) 669-9830	(248) 669-9840	3
JEFFREY G. SCHWARTZ	28411 NORTHWESTERN HWY STE. 930	SOUTHFIELD	MI	48034	32076	(313) 965-8168	(313) 963-9185	2
J. RANDALL SECONTINE	401 N. MAIN ST.	ROYAL OAK	MI	48067	38612	(248) 547-1032	(248) 547-0140	3
JOHN C. SECREST	5619 HIGHLAND RD.	WATERFORD	MI	48327	41505	(810) 599-7005	(810) 229-5076	2
CHRISTOPHER M. SEIKALY	24359 NORTHWESTERN HWY SUITE 100	SOUTHFIELD	MI	48075	23248	(248) 948-1900	(248) 356-0716	2
BRIAN E. SELBURN	23205 GRATIOT #130	EASTPOINTE	MI	48021	29749	(313) 885-8701	(313) 884-1874	1
VICTORIA SHACKELFORD	28411 NORTHWESTERN HWY STE 930	SOUTHFIELD	MI	48034	68574	(248) 208-0500	(248) 356-2539	3
COWLAND A. SHORT	22750 WOODWARD AVE SUITE 303	FERNDALE	MI	48220	63628	(248) 291-5173	(248) 291-5174	2
ENNIFER SIMPSON	25657 SOUTHFIELD RD.	SOUTHFIELD	MI	48075	57155	(810) 730-7404	(810) 953-6560	2
AUTAM BIR SINGH	P.O. BOX 936	TROY	MI	48099	73747	(248) 850-2292	(248) 850-2293	3
AVID M. SINUTKO	47074 WILLINGHAM WAY	SHELBY TWP.	MI	48315	52801	(586) 909-1348	(586) 532-8723	3

Name	Address	City	State	Zip	PNO	Phone		
LARRY O. SMITH	22040 ALLEN-A-DALE CT.	BEVERLY HILLS	MI	48025	59538	(248) 417-1909	(248) 646-3412	Categor:
CYNTHIA L. SMITH	239 W. RUTGERS AVE	PONTIAC	MI	48340	73968	(248) 330-4105	(248) 334-7048	3
KATHLEEN SOLOMON	7 WEST SQUARE LAKE	BLOOMFIELD HILLS	MI	48302	38861	(989) 745-4202	(248) 338-8197	2
CAROLETTA SPRINKLE	6689 ORCHARD LAKE RD SUITE 292	WEST BLOOMFIELD	MI	48322	49898	(248) 910-8782	(248) 538-1636	3
PAUL J. STABLEIN	39520 WOODWARD AVE STE 230	BLOOMFIELD HILLS	MI	48304	42544	(248) 705-8441	(248) 547-0140	1
RANK STANCZAK	1796 E MAPLE RD.	BIRMINGHAM	MI	48009	26606	(248) 703-7974	(248) 771-0771	3
IICHAEL L. STEINBERG	300 EAST FOURTH ST SUITE 7	ROYAL OAK	MI	48067	43481	(248) 542-1010	(248) 542-1089	1
RADLEY S. STOUT	6401 CITATION DRIVE SUITE C	CLARKSTON	MI	48346	40417	(248) 620-2233	(248) 620-2234	3
IMBERLY W. STOUT	370 E. MAPLE RD. 3RD FLOOR	BIRMINGHAM	MI	48009	38588	(248) 408-2621	(248) 646-8375	2
AUL STREETMAN	431 SIXTH ST.	ROCHESTER	MI	48307	73077	(248) 342-6653	(248) 652-1259	3
CHARD STRENGER	22 W. FLINT ST.	LAKE ORION	MI	48362	55057	(248) 693-6618	(248) 693-6918	3
NET L. SZPOND	1000 S. OLD WOODWARD STE 201	BIRMINGHAM	MI .	48009	43281	(586) 446-9763	(248) 647-5330	3

Name	Address	City	State	Zip	PNO	Phone	Fax	
PAUL J. TAFELSKI	2525 S. TELEGRAPH SUITE 100	BLOOMFIELD HILLS	MI	48302	52844	(248) 451-2200	(248) 456-8470	Category 3
NICK S. TALWAR	53953 SUTHERLAND CT.	SHELBY TWP.	MI	48316	58527	(313) 461-3690	(866) 700-0714	3
DINA TASEVSKA	30700 TELEGRAPH RD. SUITE 3475	BINGHAM FARMS	MI	48025	52781	(248) 559-6200	(248) 479-0640	3
MARSHALL S. TAUBER	39520 WOODWARD AVE. SUITE 230	BLOOMFIELD HILLS	MI	48304	34547	(248) 723-5551	(248) 645-8262	2
RICHARD T. TAYLOR	P.O. BOX 430696	PONTIAC	MI	48343	55237	(586) 481-5981	(248) 338-2221	1
OHN A. TAYLOR	837 S. LAPEER RD. STE 102	OXFORD	MI	48371	52473	(248) 770-9959	(248) 628-0217	2
REBECCA TIEPPO	3000 TOWN CENTER SUITE 1800	SOUTHFIELD	MI	48075	62311	(734) 276-2913	(734) 392-7670	2
MARK-ANDRE TIMINSKY	6515 HIGHLAND RD. STE 100	WATERFORD	MI	48327	68569	(248) 303-0032	(248) 681-1801	3
HARLES D. TOBY	2167 ORCHARD LAKE RD	SYLVAN LAKE	MI	48320	21483	(248) 338-4558	(248) 332-6686	1
RVING TUKEL	3002 BRENTWOOD RD.	WEST BLOOMFIELD	MI	48323	21615	(248) 505-0244	(248) 865-9758	2
'ILLIAM R. URICH	39520 WOODWARD AVE SUITE 230	BLOOMFIELD HILLS	MI	48304	43273	(248) 203-1660	(248) 645-8262	2
ELISSA N. VAINIK	3855 LONE PINE SUITE 303	WEST BLOOMFIELD	MI	48323	53750	(248) 931-4415	(248) 865-7778	3

Name	Address	City	State	Zip	PNO	Phone		
JENELLE VELARDE	125 N. LAFAYETTE ST.	SOUTH LYON	MI	48178	71200	(248) 760-6308	(248) 412-0112	Category 3
SANDESH K. VISWANATH	17520 W. 12 MILE RD. SUITE 209	SOUTHFIELD	MI	48076	71860	(866) 878-1443	(866) 878-1443	3
KENNETH M. WALDHORN	13148 BORGMAN	HUNTINGTON WOODS	5 МІ	48070	37819	(248) 259-6098	(248) 792-3658	2
MARILYN D. WALKER	110 N. PERRY	PONTIAC	MI	48342	34050	(248) 332-2227	(248) 454-9661	3
MARKEISHA WASHINGTON	330 E. MAPLE RD. SUITE 213	BIRMINGHAM	MI	48009	69275	(248) 790-3044	(248) 419-2483	1
LISA C. WATKINS	P.O. BOX 300843	DRAYTON PLAINS	MI	48330	41053	(248) 812-0677	(248) 850-1562	3
NICKI WEISBERGER	31700 W. 13 MILE RD. SUITE 96	FARMINGTON HILLS	MI	48334	54260	(248) 539-3144	(248) 539-3166	1
CRIC J. WEJROCH	31700 W. 13 MILE RD. STE. 96	FARMINGTON HILLS	MI	48334	67019	(248) 539-3144	(248) 539-3166	3
OORIAN WELLS	P.O. BOX 986	SOUTHFIELD	MI	48037	74853	(248) 789-0052	(313) 450-1888	4
OSHUA D. WEST	39520 WOODWARD AVE. SUITE 230	BLOOMFIELD HILLS	MI	48304	60694	(248) 259-5562	(248) 645-8262	2
ATHARINE H. WETHERINGTON	PO BOX 2595	FARMINGTON HILLS	MI	48333	48945	(248) 520-2896	(248) 987-2473	3
NGELA LOUISE WHITAKER	23261 HAYNES ST.	FARMINGTON HILLS	MI 4	48336	54944	(248) 427-1715	(248) 427-1795	3

Name	Address	City	State	Zip	PNO	Phone	Fax	
DONALD PATRICK WILLIAMS	P.O. BOX 1699	ROYAL OAK	MI	48068	22341	(248) 577-6164	(248) 577-6165	Category
LAWRENCE A. WILLIAMS	26677 W. TWELVE MILE RD.	SOUTHFIELD	MI	48034	42491	(248) 358-9605	(248) 457-9775	3
JEANETTE WILLIAMS-WHITE	19785 W. 12 MILE RD STE 486	SOUTHFIELD	MI	48076	61864	(248) 730-3124	(248) 200-7296	2
DANA F. WILSON	23509 JOHN R	HAZEL PARK	MI	48030	23899	(248) 546-6164	(248) 546-4992	3
PATRICK WILSON	1235 N. MAIN ST.	ROCHESTER	MI	48307	71035	(248) 546-6164	(248) 546-4992	2
ERIC S. WILSON	23509 JOHN R	HAZEL PARK	MI	48030	24708	(248) 546-6164	(248) 546-4992	1
KIMBERLY WILSON	22681 WOODWARD AVE UNIT 201094	FERNDALE	MI	48220	42002	(248) 930-8631	(248) 398-8931	3
AULINE WOLL	29100 NORTHWESTERN HWY SUITE 120	SOUTHFIELD	MI	48034	41180	(248) 354-6070	(248) 354-0644	3
HARON CLARK WOODSIDE	2000 TOWN CENTER STE 1000	SOUTHFIELD	MI	48075	41295	(313) 920-4785	(248) 858-9972	1
ERMAINE A WYRICK	P.O. BOX 286	SOUTHFIELD	MI	48037	54352	(248) 470-0542	(313) 964-4802	1
IMMOTHY J. YOUSIF	P.O. BOX 250941	WEST BLOOMFIELD	MI	48325	64538	(248) 755-5200	(313) 582-7962	3
SA ZATYKO	4545 CLAWSON TANK DR. STE 100	CLARKSTON	MI	48346	74810	(248) 618-1200	(248) 618-1200	4

Name	Address	City	State	Zip	PNO	Phone	IZ	
STARLA D. ZEHR	4345 MEIGS AVE. SUITE B	WATERFORD	MI	48329	51291	(248) 674-4500	(248) 674-7570	Category 3
ROBERT J. ZIVIAN	30150 TELEGRAPH RD. SUITE 371	BINGHAM FARMS	MI	48025	54726	(248) 594-3360	(248) 258-5032	1

900 SOUTH SAGINAW ST., FLINT, MICHIGAN 48502 810-424-4355

CRIMINAL/CIVIL DIVISION Honorable Joseph J. Farah Honorable Judith A. Fullerton Honorable Archie L. Hayman Honorable Geoffrey L. Neithercut Honorable Richard B. Yuille

RICHARD B. YUILLE - CHIEF JUDGE BARBARA A. MENEAR - COURT ADMINISTRATOR

January 6, 2014

FAMILY DIVISION
Honorable Duncan M. Beagle
Honorable F. Kay Behm
Honorable John A. Gadola
Honorable David J. Newblatt
Honorable Michael J. Theile

Marla R. McCowan CDRC Manager, SADO Penobscot Bldg., Ste 3300 645 Griswold Detroit MI 48226-4281

Re:

Court Appointed Counsel Information

Dear Ms. McCowan:

I am in receipt of your letter of December 4, 2013 seeking information relative to court appointed counsel in trial level criminal cases.

Please find enclosed a list of the attorneys currently accepting court appointments for felony cases. The fee schedule is also enclosed. Please note that on the second page you will find increased fees that relate to the district court level, capital cases (only).

We are currently notifying attorneys of the cases to which they are assigned by placing the information on a dedicated server. The attorneys access the information by a login and password. The prosecutor utilizes the same server to provide the discovery and initial plea offer. This is essentially a "one stop" access point for assignments and discovery. It provides the information in an expedited time frame and is archived, in the event that substitution of counsel becomes necessary in the future.

The eligibility for assignment of counsel is based (generally) on the federal poverty guidelines and the other factors as set for in the MCR 6.005. An order for the appointment of court appointed counsel is required for each case. A sample of the SCAO form is attached.

When the standards established by the *Michigan Indigent Defense Commission* are officially promulgated, they will be reviewed and a plan developed. As a general comment, our system for the assignment of counsel requires continuing legal education, rotating assignments to balance caseloads and many of the other factors set forth in the statute.

We are, of course, prepared to comply. Whether this will require additional funding, beyond that which is currently available on a local level, is yet to be determined.

If any additional information is required, please feel free to contact the undersigned.

Sincerely,

Barbara A Monoar

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LIST OF NAMES OF ATTORNEYS TAKING ASSIGNED CRIMINAL WORK

LAST NAME. ALLEN	FIRST NAME PATRICK	P#	PHONE #	and the state of t	STREET ADDRESS	CITY	STAT	ZIP
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2 DEC 14 M MINER CONCERT OF MATTER STORES AND A STORES AN	BENJAMIN	71708	610-3778	benjamin.allyn@allynmarkwart.com	2442 E MAPLE AVE	FLINT	MI	48507
BARAN	K.C.	59718	936-5211	kcbaran@kcbaranpc.com	5151 HARP DR	LINDEN		**********************
BEAUVAIS	PHILIP	29818	230-9040	phb331@yahoo.com	4438 OAK BRIDGE STE A	EL MORROS DE LA PROCESSA MANGENOSANTE NOS ESPAS COMPLESS. INCOMPLANTA EL 1	Mi	48451
BENDALL	BRENDA	48081	238-6723	bbendallatty@aol.com	1000 BEACH ST	FLINT	MI	48532
BIGGER	SCOTT	75372	423-2330	Scott@BiggerLawMI.com	**************************************	FLINT	MI	48502
BOND	RANDY	35074	496-9520	randman084@aol.com	503 S. SAGINAW ST. #821	FLINT	MI	48502
BRECZINSKI	MICHAEL	******************	743-2960	breczinski@yahoo.com	3717 VANSLYKE STE 13	FLINT	MI	48507
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BURNASH	HEATHER	72303		attorneyburnash@gmail.com	1133 E BRISTOL RD	BURTON	MI	48529
CARTER	VINSON			vinsonfcarter@gmail.com	503 S SAGINAW STE 510	FLINT	MI	48502
CARYL	RANDALL	27908	232-0171	rkcaryl@hotmail.com	432 N SAGINAW ST	FLINT	MI	48502
CHILDERS	JEFFREY	55938		jcmsu5@sbcglobal.net	934 CHURCH ST	FLINT	MI	48502
CHRISTENSON	BERNHARDT		MARKET CO. CO. CONTRACTOR STATES OF THE PARTY OF THE PART	Service and other and was and the service and	503 S SAGINAW ST STE 519	FLINT	MI	48502
CLARK	DAVID		NOTES NOW EN ANY OF STREET OF MENTS NOTE THAT AND	cchristenson@cflegal.net	302 E COURT ST	FLINT	MI	48502
CLOTHIER	JAY	A NAME OF A PART OF STREET	************************	mistequay@sbcglobal.net	1128 BEACH ST	FLINT	MI	48502
COTTON	GLENN M-D	and a graph of the second of t	· · · · · · · · · · · · · · · · · · ·	jayclothier@urnotguilty.com	503 S SAGINAW ST STE 929	FLINT	MI	48502
CUMMINS	RICHARD	J4102	202-2211	attorneycotton@gmail.com	453 S SAGINAW ST STE 204	FLINT	MI	48502
DEMBO	MITCHELL	09582]		richcummins11@yahoo.com	5059 GREEN MEADOWS	GRAND BLANC	MI	48439
DOLL		······································		mdemboatty@aol.com	934 CHURCH ST	FLINT	MI	48502
EWING	BRUCE	03,000 t p +3 t0 00 t0 70 Works (#16,600) t0 cb #5gr*		bruceedoll@hotmail.com	934 CHURCH ST	FLINT	MI	48502
FANOUS	MICHAEL	· · v.cg.co noxicarevevenenevenenes i H+HEVA	760-4000	michaelewinglaw@gmail.com	503 S SAGINAW ST STE 519	FLINT	MI	48502
FEASTER	ELIAS	76097	234-8051	Elias@Fanouslaw.com	432 N SAGINAW ST. STE 800	FLINT	MI	~ C 2000.00000 p. y = 7 2002.0000 p. 0255 m. e.
E	TORCHIO	71076	124-4050	attorneyfeaster@gmail.com	436 S SAGINAW ST STE 300	FLINT	\$ - 1 k	48502
GHATTAS	HABEEB	27972	238-1331	hghattas@gfn.org	226 W COURT ST	FLINT	MI	48502
HARRIS	AMY	70274	238-2389	amy@amyharrislaw.com	503 S SAGINAW ST STE 504D	2+1000000+1048x+2+0x00000w1+15+0000x000000000000000000000000000000	MI	48502
HEMINGWAY	JODI			attorneyjodihemingway@gmail.com	\$ 4.4 mg/c/mark \$4400000000000000000000000000000000000	FLINT	MI	48502
HENRY	JUSTIN	60068	94-1211	jhenry2438@yahoo.com	503 S. SAGINAW ST STE 929	FLINT	MI	48502
HETHERINGTON	RICHARD	10 MBL #300 30003000 CO. CE R # 10 \$50 30 370 00\$44 \$ or CO.		rhetherington@cflegal.net	8161 S SAGINAW ST	**************************************	МІ	48439
HILLIKER	CHARLES	72045	86-7687	cashilliker@hotmail.com	302 E. COURT ST.	FLINT	MI	48502
HOLM	DAYNA	77966 2	82-5407	holmd@cooley.edu	164 W VIENNA ST STE 5	CLIO	MI	48420
AWORSKI	CAROL	41950 2	39-2800	cajboss@yahoo.com	1420 BUSH CREEK DRIVE		MI	48439
(ARR	MATTHEW	1		The state of the s	1023 CHURCH ST	FLINT	Mi	48502
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LIST OF NAMES OF ATTORNEYS TAKING ASSIGNED CRIMINAL WORK

KENNEDY	ALAN	47941	771-7771	aekennedylaw@yahoo.com	10751 S SAGINAW STE G	Det alle notice and tendent or controlled professional party of the control of th	THE PERSONAL PROPERTY.	~~~g*.k#4~c:>00<02#2##./20012#0
KETCHMARK	DENISE		232-6096	denise@ketchmark.comcastbiz.net	A A MARIE OF THE WASHINGTON ON THE TANK OF THE TANK OF THE TANK OF THE THE TANK OF THE TAN	GRAND BLANC	MI	4843
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LAZZIO	STEPHEN	~~~~	789-8124	p30468@yahoo.com	4070 N JENNINGS RD	FLINT	**************************************	
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LEACH	BRUCE	2.00000 #6000 27320 03. # 1099 #800 200 200 000 00 PARENTO O	275-8899	BruceLeach.law@gmail.com	4025 E HILL RD	(A10====================================	MI	48504
LIEVOIS	MARTIN	44559	232-3223	lievoislaw@gmail.com	934 CHURCH ST	GRAND BLANC	MI	48439
LUCIA	CHAD	41277	733-0943	chadlucia@aol.com	934 CHURCH ST	FLINT	MI	48502
MAINPRIZE	JESSICA	70942	767-7383	jmainprizehajek@gmail.cm	h. imregio vroro () imregio vromo () (vero) () (ver	FLINT	MI	48502
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OGLE	BRIAN			matthew.e.nicholls@gmail.com	P.O. BOX 705	FLINT	MI	48501
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PERKINS	MICHAEL	mananamana arministration are kadestraj a		pasheeklaw@yahoo.com	2616 CORUNNA RD	FLINT	MI	48503
PHILPOTT	PETER			ipsomichael@aol.com	PO BOX 1226	FLINT	MI	48501
PIAZZA	JAMES	**************		attypeterjphilpott@yahoo.com	503 S SAGINAW ST STE 1415	FLINT	MI	48502
PONSETTO JR.	RICHARD	**************************************		jfpia@aol.com	2113 W VIENNA RD STE 2	CLIO	MI	48420
RAYMOND	TRICIA	38905		RTPonsetto@netscape.net	2425 S LINDEN RD STE C	FLINT	MI	48532
ROBBINS	ILANTA	~~~ 0000000 40~2~ [~0~0000+202.02-6].4~0005/	962-0920	traymondponsetto@yahoo.com	934 CHURCH ST	FLINT	MI	48502
ROBINSON	**************************************			AttorneylRobbins@gmail.com	436 S SAGINAW ST	FLINT	MI	48502
ROSS	NICHOLAS	******		attorneynicholasrobinson@gmail.com	503 S SAGINAW ST #821	FLINT	MI	48502
RUSH	MARK	4. , , , , , , , , , , , , , , , , , , ,		mross@merpllc.com	2347 STONEBRIDGE DR BLDG G	FLINT	MI	48532
SASEEN	KEVIN DEBORAH			krushattorney@sbcglobal.net	934 CHURCH ST	FLINT	MI	48502
SCOTT	PAUL			attydss@aol.com	5032 SHADY OAK TR	FLINT	MI	48532
SELVIDGE		***************************************	4	paulscottlaw @gmail.com	PO Box 193	GRAND BLANC	MΙ	48439
SHAW	LORI	CON COMMENTS OF STREET ASSESSMENT OF THE PARTY OF THE PAR		lbselvidge@gmail.com	702 CHURCH ST.	FLINT	MI	48502
SHEEHAN	DONALD			p31713@aol.com	1015 CHURCH ST	FLINT	MI	48502
0.00 00,000 ,000,000,000,000,000,000,000,0	TERRANCE	**************************************	771-4719	terrance.terrancepsheehan.com	G-8465 S SAGINAW ST	GRAND BLANC	MI	48439
HELTON	STEVEN	68652	750-1420	sshelton@sheltonlegal.net	110 TREALOUT STE 201	FENTON	MI	48430

LIST OF NAMES OF ATTORNEYS TAKING ASSIGNED CRIMINAL WORK

SIMMINGTON	GLENN	33626 2	32-3141	gsimmington@ccglawyers.com /gsimmington@hotmail.com	TO DO COLOR ON THE COLOR OF THE	MING MODEL I I NEMPENDING MANGKANG KANG KANG KANG KANG MINIKANG MENANGKANG KANG KANG KANG KANG KANG KANG K		
SIPPELL	KRAIG	47689 69		ksips@sbcglobal.net	503 S SAGINAW ST STE 1000	FLINT	MI	48502
SKINNER	JEFFREY	31379 23	**************************************		PO BOX 496	GRAND BLANC	MI	48439
SNYDER	DENNIS	**************************************	* # * * * * * * * * * * * * * * * * * *	jeffreyskinner5@yahoo.com	720 CHURCH ST	FLINT	МІ	48502
TAFT	LYNNE	40410 7	23-0090 C2 2424	consumerlaw1@comcast.net	10751 S SAGINAW STE S	GRAND BLANC	MI	48439
THEODOROFF	DOUGLAS	40419 /6	0/-24/4	lynneataft@comcast.net	720 CHURCH ST.	FLINT	MI	48502
TOPPING	JOHN	49919 23	30-9006	dougtheod@gmail.com	4438 OAK BRIDGE STE A	FLINT	MI	48532
ГОЅТО	75 M	3/818 6(00-1534	attorneytopping@yahoo.com	653 S SAGINAW ST #202	FLINT	MI	48502
WATSON	JOHN			john@jtmblaw.com	503 S SAGINAW ST STE 1410	FLINT	MI	48502
WEIER	PAUL	30927 23	35-1100	paulwatson.atty@gmail.com	1030 S GRAND TRAVERSE	FLINT	· · · · · · · · · · · · · · · · · · ·	
	DAWN	61133 73		dawn@dmwpllc.com	2387 S LINDEN RD	FLINT	MI	48502
WHEATON	ROBIN	29048 23	32-0991	robinl.wheaton@yahoo.com	1003 CHURCH ST	FLINT	MI	48532
WHITE	MAJOR	58800 23	35-7996	majorwhite1966@gmail.com	503 S SAGINAW ST STE 519		MI	48502
WILSON	GEOFFREY	61239 60	05-5505	geoffwilsonlaw@gmail.com	103 MAIN ST STE 5	FLINT	MI	48502
WILSON	MONICA	73128 39		monicawilsonesq@yahoo.com		FLUSHING	MI	48433
NOLF	BARRY	40709 76		bwolf718@msn.com	624 S GRAND TRAVERSE ST	FLINT	МІ	48502
OUNG .	TRACHELLE	63330 23	39-6302	trachelleyoung@gmail.com	503 S SAGINAW ST STE 1410	FLINT	MI	48502
ELLEY	MARK	66482 23	2-8880	mzelley@aol.com	2501 N SAGINAW ST	FLINT	М	48505
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Genesee County Defender Program Criminal Fee Schedule

Effective District Court Assignment Dates after July 1, 2011

District Court

Service Performed - Felonies	Fee
5 Felony cases assigned to attorney and disposed of	\$500.00
4 Felony cases assigned to attorney and disposed of	\$400.00
3 Felony cases assigned to attorney and disposed of	
2 Felony cases assigned to attorney and disposed of	\$300.00
1 Felony case assigned to attorney and disposed of	\$200.00
Preliminary Examination	\$100.00
	\$75.00 each exam
Sentencing	\$50.00
Visit (Between PT and Exam Date)	\$30.00
Service Performed - Misdemeanors	<u>F</u> ee
Misdemeanor Trial – 1st day	\$200.00
Misdemeanor Trial - each additional day	·
Misdemeanor case settled on day of trial	\$150.00
on day of that	\$50.00

Circuit Court

Service Performed	Eac
Arraignment	<u>Fee</u> \$100.00
Guilty plea before day set for trial	
Hearing on written motion if contested	\$200.00
Pre-Trial conference	\$75.00
Hearing with testimony	\$35.00
Written brief (where authorized by judge)	\$150.00
Preparation for trial - FC	\$100.00
Preparation for trial - FH	\$400.00
Guilty plea on day of trial	\$200.00
Trial day - FC	\$50.00
Trial day - FH	\$400.00
Trial continued <u>all</u> afternoon - FC and FH	\$250.00
Trial - limited appearance in the	\$200.00
Trial – limited appearance in afternoon – FC and FH Return for verdict or further instructions	\$100.00
	\$50.00
Pre-sentence jail visit (before day of sentencing)	\$50.00
Sentencing	\$125.00
Attending court when sentence is deferred	\$50.00
Services in District Court upon Remand	\$100.00

Requests for extraordinary attorney fees must be submitted in writing for review.

Genesee County Defender Program Capital Case Fee Schedule

Service Performed

Pre-trial fee

\$100

Jail visit fee

\$30 - up to 3 visits paid

Exam Day/no testimony

\$50

Exam Day/testimony \$175 per ½ day or fraction thereof

Discovery Copy Costs \$15.00 per case, > 150 pages billed at ten cents per page

FC Trial Preparation* \$400 payable at the time of bind over to circuit court

*extraordinary attorney fees may be requested – consistent with current practice

Original - Court 1st copy - Defendant 2nd copy - Appointed attorney

STATE OF MICHIGAN JUDICIAL DISTRICT

REQUESTFOR

CASE NO.

JUDICIAL CIRCUIT		INTEDATTORNEY ORDER		
ORI Co	ourt address			Court telephone r
The State of THE PEOPLE OF		Defendant na	ame, address, and telepf	none no.
	·	CTN	SID	DOB
	REG	QUEST		
The defendant requests a court-appoint	inted attorney and submits	s the following inform	nation.	
CHARGE Nexthearing:	☐ Misdemeanc ☐ Felony ☐ Paternity	2. RESIDENCE Rent 3. MARITAL S	Own	☐ Live with parents ☐ Room/Board
Date Bail amount: \$	Bondnosted	Single Married	Divorced	Dependents:
4. INCOME Employer name and address		Length of employme		, and a
Other income State monthly amount an	d source (DSS, VA, rent, pens	Average take-ho weekly lions, spouse, unemploy	monthly	every two weeks
	t, installment payments, mortga	age payments, child sur	pport, etc.	
 CONTRIBUTION TOWARD ATTOR understand that I may be required to one 		o ottomo o		
Date:	Signat			
Use reverse side for additional information/con	nments.			
Name	ORD	is	s appointed to repres	sent the defendant.
District Court Endorsement (felony of	cases only)			
ate		Date		
dge	Bar no.	Judge		Bar no.
Name 9. The petition is denied because: District Court Endorsement (felony of	cases only)	Date		

STATE OF MICHIGAN



THE CIRCUIT COURT 8TH JUDICIAL CIRCUIT

IONIA AND MONTCALM COUNTIES

SUZANNE HOSETH KREEGER

RACHELLE THOMAS
COURT ADMINISTRATOR
STANTON (989) 831-7363
IONIA (616) 527-5315

January 16, 2014

Marla McCowan
Manager, Criminal Defense Resource Center
State Appellate Defender Office
Penobscot Building, Ste 3300
645 Griswold
Detroit, MI 48226-4281

RE: Court Appointed Attorney List

Dear Ms. McCowan:

Pursuant to your request, please find enclosed a list of the court appointed attorneys for Ionia County Circuit Court. The attorneys are paid at a rate of \$55.00 per hour unless they are appointed to represent a prison inmate, at which time they are paid \$65.00 per hour.

If you have any questions or comments or if I can be of further assistance please feel free to contact me at the phone number cited above.

MMM

Sincerely yours,

Rachelle Thomas
Court Administrator

Enclosure

Appointed Attorney List

Gail Benda P43721

Thomas Chadwick P63397

Karen Constantine P55295

Walter Downes P38411

Patrick Duff P35011

Erin Weller P72096

Carrie Gallagher P74426

S. Tutt Gorman P72943

Mike Honeywell P70342

Catherine Hoort P44531

Bruce Lincoln P32416

Tracie McCarn-Dinehart P72600

Eric Matwiejczyk P70342

Randy Norton P62523

Kevin Peterson P68575

Judy Swartz P55870

Daniel Templin P30273

Evonne Ulmer P56708

William Van Eck P23904

Jeffrey Winters P49539

Attorneys paid \$55/hr

Attorneys appointed to prisoners paid \$65.00

STATE OF MICHIGAN



THE CIRCUIT COURT 8TH JUDICIAL CIRCUIT

IONIA AND MONTCALM COUNTIES

SUZANNE HOSETH KREEGER

RACHELLE THOMAS COURT ADMINISTRATOR STANTON (989) 831-7363 IONIA (616) 527-5315

January 21, 2014

Marla McCowan
Manager, Criminal Defense Resource Center
State Appellate Defender Office
Penobscot Building, Ste 3300
645 Griswold
Detroit, MI 48226-4281

RE: Court Appointed Attorney List

and the process of the term of the following

Dear Ms. McCowan:

Pursuant to your request, please find enclosed a list of the court appointed attorneys for Montcalm County Circuit Court. The attorneys are paid at a rate of \$55.00 per hour unless they are appointed to represent a prison inmate, at which time they are paid \$65.00 per hour.

If you have any questions or comments or if I can be of further assistance please feel free to contact me at the phone number cited above.

Sincerely yours,

Rachelle Thomas

Court Administrator

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Énclosure

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Appointed Attorney List

Joshua Blanchard P72601

Michelle Cooper P71863

Adam Eggleston P70508

Erik Holt P61679

Dianne Longoria P64170

Michelle Lyon P66170

Dennis Moore P37438

James Mullendore P25203

Randy Norton P62523

John Raven P26896

Lori Shearer P61064

Monica Tissue-Daws P54434

Thomas Wilson P30894

Attorneys paid \$55/hr

Attorneys appointed to prisoners paid \$65.00

 From:
 DeVona I. Jones

 To:
 Marla McCowan

 Cc:
 DeVona I. Jones

 Subject:
 Information Requested

Date: Monday, January 27, 2014 3:04:12 PM

We are reporting "no changes" in 2014 to Trial Assigned Counsel Fee Schedule.

Thank you,

DeVona Jones Trial Division Administrator 9th Circuit Court 227 W. Michigan Avenue Kalamazoo, MI 49007 269-384-8253

Confidentiality: The information contained in this electronic mail message and any attachments is intended only for the use of the individual or entity to which it is addressed and may contain legally privileged, confidential information or work product. If the reader of this message is not the intended recipient, you are hereby notified that any use, dissemination, distribution, or forwarding of the Email message is strictly prohibited. If you have received this message in error, please notify me by Email reply, and delete the original message from your system.

STATE OF MICHIGAN
9 TH CIRCUIT COURT
KALAMAZOO COUNTY

FELONY APPELLATE COUNSEL 2012 FEE SCHEDULE

FEE SCHEDULE

Attorneys will be paid in accordance with the following fee schedule. The court requires a motion for extraordinary expenses to consider any payment above and beyond the fees set forth in this schedule.

Payment is made after the Court of Appeals decision is rendered.

Cases in which a trial was held	\$1600.00	maximum fee
Cases in which defendant entered a plea		
Rate for professional services (record review, brief prep, etc)		
Rate for time spent in travel (to/from client visit or court hearing) • Travel time must be noted separately from other hours reported.		
Mileage reimbursement	6 .30	per mile
Photocopies		•
Other expenses reimbursed at cost (parking, postage, etc)		por copy



Tenth Judicial Circuit of Michigan

Courthouse 111 S. Michigan Ave. Saginaw, Michigan 48602 (517) 790-5488 Fax (517) 793-8180

LEOPOLD P. BORRELLO CHIEF CIRCUIT JUDGE

TO:

All Counsel on the Circuit Court Appointment List

FROM:

Hon. Leopold P. Borrello

DATE:

July 31, 2003

This will confirm our meeting on June 27, 2003, regarding a contract to provide legal services for indigent criminal defendants. It appeared at the meeting that most of the attorneys were not interested in signing a proposed contract to provide legal services to indigent defendants. However, counsel agreed to provide those services on the following bases:

FH cases resulting in pleas - \$55.00 per hour up to a maximum of \$350.00

FC cases resulting in pleas - \$70.00 per hour up to a maximum of \$1,000.00

Said sums do not include expenses authorized by the Circuit Judge assigned to the case, such as transcripts, investigative expenses, etc.

Any FH case which goes to Trial will be paid at the rate of \$400.00 per Trial day, \$200.00 per half day, plus \$55.00 per hour up to a maximum of \$350.00.

Any FC case which goes to Trial will be paid at the rate of \$600.00 per Trial day, \$300.00 per half day, plus \$70.00 per hour up to a maximum of \$1,000.00.

If there is an exceptional plea case that for valid reasons would require extra compensation, please prepare in writing your reasons for the extra compensation and submit it to the Judge assigned to the case who will then decide if extra compensation is indicated and if so to what amount.

If anyone does not believe that they can provide services at the rate listed herein, please advise me so that we can take your name off the Court Assignment List.



Michigan Supreme Court

State Court Administrative Office Trial Court Services Division

Michigan Hall of Justice

P.O. Box 30048 Lansing, Michigan 48909 Phone (517) 373-4835

January 27, 2004

Hon. Leopold P. Borrello Chief Judge 10th Circuit Court Courthouse · 111 S. Michigan Ave. Saginaw, MI 48602

Re:

Administrative Order C10 2003-04

Plan for Appointment of Counsel for Indigent Parties

Rescinds:

1991-01

Dear Judge Borrello:

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

Sincerely,

Nial Raaen

Director, Trial Court Services

MR/dmm

cc: Mr. David Cable

Mr. J. Bruce Kilmer, Region 3 Administrator



OFFICE OF THE COURT ADMINISTRATOR

SAGINAW, MICHIGAN 48602 AREA CODE 989 790-5470

December 16, 2003

Mr. J. Bruce Kilmer State Court Administrative Office Region 3 PO Box 750 Mt. Pleasant, MI. 48804

1 D. Cable

RE: Local Administrative Order, 10th Circuit, Provision of Counsel for Indigent Persons

Dear Bruce:

I am enclosing LAO 2003-04C for the 10th Circuit, for consideration by the State Court Administrator's Office. Please do not hesitate to contact me if you have any questions or concerns.

Respectfully,

David A Cable Court Administrator

10th Judicial Circuit



Tenth Judicial Circuit of Michigan

Courthouse 111 S. Michigan Ave. Saginaw, Michigan 48602 (989) 790-5488 Fax (989) 793-8180

LEOPOLD P. BORRELLO CIRCUIT JUDGE

STATE OF MICHIGAN

In the Circuit Court for the 10th Judicial Circuit

LOCAL ADMINISTRATIVE ORDER: 2003-04C

PLAN FOR APPOINTMENT OF COUNSEL FOR INDIGENT PARTIES

This administrative order is issued in accordance with Michigan Court Rule 8.123 effective, January 1, 2004. The purpose of this order is to describe the 10th Circuit Court's procedures for appointing and compensating counsel who represent indigent parties.

- 1. Selection Criteria and Procedure.
 - a. Selection process for the Circuit Court (adult felony) cases.
 - The attorney submits a cover letter and resume to the Chief Judge of the Circuit Court. The cover letter should indicate the attorney's interest in appointment in the Circuit Court, and describe the attorney's qualifications.
 - ii. The Chief Judge may interview the applicant depending upon the Chief Judges' familiarity with the attorney.

- iii. The applicant's qualifications will be reviewed at a regularly scheduled Judges meeting.
- iv. The judges will select applicants for court appointments based upon the attorney's qualifications and current needs of the court.
- v. The judges may choose to limit an attorney's appointments to non-life maximum cases until the judges gain knowledge of the attorney's work product and experience.
- vi. The Lists of attorneys available for appointment to represent indigent parties (the General List, and Life Maximum List) will be updated upon approval of a new attorney. The Lists will be maintained by the Interviewer, Office of Assigned Counsel.
- b. Selection process for the Family Division of the Circuit Court
 - i. The Family Division will negotiate a contract with several lawyers or law firms for the representation of children in delinquency cases. Separate contracts may be negotiated with a lawyer or law firm group for the representation of children in neglect and abuse cases. Additional contracts may be negotiated with lawyers or law firm for the representation of parents in neglect and abuse cases.
 - ii. The selection process will include, but not be limited to, competitive bidding between two or more lawyers and/or law firms. The contract between the Family Division, Juvenile Services and the lawyer or law firm will conform to the requirements of Michigan Court Rule 8.123.
 - iii. The selection committee will include the Chief Circuit Judge, the Presiding Judge of Family Division and one other judge assigned to the Family Division, and the Circuit Court Administrator.

- 2. Minimum Standards and Qualifications.
 - a. The attorney must be licensed to practice law in the State of Michigan.
 - b. The attorney must possess the required skill and knowledge to adequately represent clients.
 - c. The attorney must be able to appear in the Court on a regular basis.
 - d. The attorney must have an office in or near Saginaw County where the attorney can meet with the clients.

3. Performance Evaluation and Review.

- a. The judges in the Court will monitor the attorney's performance on a regular basis. The judges may address performance issues as they occur; including commenting on above average performance at the time it occurs.
 - i. The Chief Judge may remove an attorney from the Lists, or pursuant to a court contract, at any time for reasons including, but not limited to: violations of the rules of professional conduct for attorneys; criminal convictions; inappropriate advances or comments of a sexual nature to clients, other attorneys or court staff; inappropriate anger directed to clients, other attorneys or court staff; substance abuse problems that effect the attorney's ability to represent clients; and soliciting payment from clients when the Court has appointed the attorney to represent the client, or for such other reason as the Chief Judge may determine to be in the best interest of justice.
 - ii. The cause for removal of the attorney from the Lists may be reviewed at the next scheduled judges' meetings. The attorney that has been removed from the Lists may submit in writing an explanation of the offending behavior or incident, circumstances and reasons surrounding the offending behavior or incident and reasons for future inclusion on the Lists.
 - iii. The judges may decide, either by consensus or majority vote, to include the attorney on future lists.

- b. A formal evaluation form for each attorney on the Lists or under court contract will be distributed to the judges at the November judges' meeting.
 - i. The judges will complete the evaluation forms for attorneys with whom they are familiar, prior to the December judges' meeting.
 - ii. The individual attorney evaluations will be reviewed at the December judges' meeting.
 - iii. Attorneys may be removed from the Lists or it may be decided to not renew court contracts at the December judges' meeting, or upon expiration of a current contract, because of poor performance and/or consistent refusal of court appointments. A letter to the attorney will be prepared indicating the reasons why future appointments would not occur.
 - iv. The Circuit Court Administrator will prepare a summary of each attorney's evaluation. The Chief Judge will review the summaries and decide if the attorney should be called in for a meeting with the Chief Judge to outline a plan of corrective action to the attorney's performance.
 - v. The Chief Judge may direct the Court Administrator to prepare a letter summarizing the attorney's evaluation suggesting improvements and/or comments about the attorney's performance.
- 4. Removal from the List/Court Contract.
 - a. The Chief Judge may remove an attorney from the Lists, and the Presiding Judge of the Family Division with the approval of the Chief Circuit Judge, may terminate a court contract at any time, if the attorney no longer meets the qualification standards listed herein.
 - b. An attorney may also request removal from the Lists, or terminate a court contract subject to the notice provisions of the contract.

- 5. Appointment Process by List.
 - a. The Office of Assigned Counsel will keep the Lists and select attorneys for appointment by starting with the first name on the appropriate List and moving down the List as each attorney accepts or refuses an appointment. The Order of Appointment will be prepared and presented to the Chief Circuit Judge for signature.
 - The method of rotation from the General List and Life Maximum
 List shall be done so in a manner that is equitable for all attorneys on each List.
 - b. The Chief Judge may select an attorney outside the normal rotation on the Lists if the judge deems it appropriate to do so. This selection should be based upon special circumstances or qualifications that the attorney will bring to the case such as second language skills or a special expertise that is required in the case, the place of residence of the defendant relative to the attorney's office, representation of the defendant in prior or current cases, or the immediate availability of the attorney. Additionally the judge may vary from normal rotation if he or she deems it appropriate when evaluating what may be in the best interests of the defendant and the court relative to the efficiency and economy in the handling of a case.
- 6. Appointment Process by Contract.
 - a. The Family Division, Juvenile Services will appoint attorneys based upon the terms set forth in the contract between the Family Division and the contracted lawyer or law firm.
 - b. Details are contained in the attached representative copy of the current Contracts.
- 7. Administration of the Appointment Process.
 - a. The Circuit Court Administrator will be responsible for the appointment process in the Circuit Court.

b. The Circuit Court Administrator will be responsible for the appointment process in the Family Division.

8. Compensation Method.

- a. Attorneys appointed from the Lists for Circuit adult felony cases are compensated at an hourly rate for actual time spent on each case up to a maximum as may from time to time be determined by the Chief Judge.
- b. Family Division contractual attorneys are paid in accordance with the terms of their individual contracts.
- c. Appointed attorneys on Circuit adult felony cases will submit a bill to the Court for the actual time spent on each case. The bill will be submitted to the Circuit Judge assigned the case, or to the Chief Circuit Judge in those cases where felony charges were dismissed in the District Court, or otherwise not bound over to the 10th Circuit Court.
 - The bill will be submitted for the actual time spent on each case after the conclusion of the case. Conclusion of the case is defined as sentencing, dismissal by Prosecutor or Court, or withdrawal or substitution of attorney.
 - ii. The bill will be itemized by the activity of each case stating the hours or fraction of hours spent in each activity.
 - iii. The minimum billing increment will be one-tenth of an hour.

9. Maintenance of Records.

- a. The Circuit Court including the Family Division will maintain records of the number of cases assigned to each attorney in a calendar year by generating a report.
- b. The Court will maintain records of the number of cases assigned to each attorney by the Chief Judge in a calendar year by generating a report.
- c. The Court will maintain records of the total amount of public funds paid to each attorney by the Court during a calendar year.

- d. The Court will develop a method to maintain records of the total amount of public funds paid to each attorney for assignments by each judge in a calendar year.
- e. The Court pursuant to SCAO Records Retention Schedule 16 will maintain and keep the above records.
- f. The above records will be available to the public through written request made to the Court Administrator at no expense.

IT IS SO ORDERED that the 10th Judicial Circuit Court's Plan for the Appointment of Counsel for Indigent Parties shall be effective as of January 1, 2004. It is further ordered that 10th Circuit LAO 1991-01 is rescinded effective January 1, 2004.

Date: 12-12-03

Leopold F. Borrello Chief Circuit Judge 10th Circuit Court

Date: 12 - 16 - 23

Faye M. Harrison

Presiding Judge, Family Division

10th Circuit Court

GENA AMOS 2215 E. GENESEE SAGINAW, MI 48601

THOMAS BASNER 610 AMES SAGINAW, MI 48602

GEORGE BUSH*
723 WILLIAMS
SAGINAW, MI 48602

MARK CLEMENT* 503 S. SAGINAW, STE. 932 FLINT, MI 48502

DONALD E. CLINE, JR.* 314 N. MICHIGAN, STE. 4 SAGINAW, MI 48602

WILLIAM COWDRY P.O. BOX 5165 SAGINAW, MI 48603

ALAN CRAWFORD 803 COURT STREET SAGINAW, MI 48602

ROBERT DUPONT P.O. BOX 735 BIRCH RUN, MI 48415

KIRK ELLSWORTH, II 60 HARROW LANE, STE. 4 SAGINAW, MI 48638

MATTHEW FREY* 802 CASS ST. SAGINAW, MI 48602

MATTHEW GRONDA 4855 STATE STREET SAGINAW, MI 48603 JAMES F. GUST *
611 S. MICHIGAN
SAGINAW, MI 48602
(CAPITAL CASES ONLY)

ELDOR HERRMANN 813 COURT STREET SAGINAW, MI 48602

JAMES HESSION 202 N. SAGINAW STREET ST. CHARLES, MI 48655

KIM HIGGS*

1001 CENTER AVENUE BAY CITY, MI 48708

JONATHON HUFFMAN* P.O. BOX 6884 SAGINAW, MI 48638

ANDREA LABEAN 803 COURT ST. SAGINAW, MI 48602

JOSEPH LUPLOW 314 N. MICHIGAN ST. SAGINAW, MI 48602

BRUCE PETRICK* P.O. BOX 3483 SAGINAW, MI 48605

JAMES PIAZZA* 803 COURT ST. SAGINAW, MI 48602

STEPHEN SEMAN 1002 S. MICHIGAN SAGINAW, MI 48602

KEITH SKUTT P.O. BOX 5677 SAGINAW, MI 48602 MICHAEL SOVANSKY 2475 MIDLAND RD. SAGINAW, MI 48603

A. LEE STURTZ* 608 S. MICHIGAN SAGINAW, MI 48602

PHILIP A. STURTZ 608 S. MICHIGAN SAGINAW, MI 48602

PHILIP R. STURTZ* 608 S. MICHIGAN SAGINAW, MI 48602

JAMES TIDERINGTON P.O. BOX 6055 SAGINAW, MI 48608

GUST TRIANTAFILLOU 255 N. CENTER SAGINAW, MI 48638

WILLIAM WHITE* 804 S. HAMILTON SAGINAW, MI 48602

W. KENNETH WRIGHT 1109 COURT STREET SAGINAW, MI 48602

*INCLUDES CAPITAL APPT. UPDATED 01/17/2014

11TH JUDICIAL CIRCUIT COURT ALGER, LUCE, MACKINAC AND SCHOOLCRAFT COUNTIES

LIST OF ATTORNEYS TAKING CRIMINAL ASSIGNMENTS

Mr. James D. Praasterink (P76367)

Attorney at Law 440 N. State St., P.O. Box 649 St. Ignace, MI 49781 (906) 643-8600

Mr. Joseph P. Kwiatkowski (P31588) William L. Keogh (P64452)

Attorney at Law 11512 N. Straits Hwy., Suite 200 Cheboygan, MI 49721 (231) 627-7151

Mr. Kirt Harmon (P53896)

Attorney at Law 220 W. Munising Avenue P.O. Box 480 Munising, MI 49862 (906) 387-3888

Mrs. Kathryn Denholm (P60357)

Attorney at Law 210 1/2 Oak Street Manistique, MI 49854 (906) 341-7628

Mr. Chad W. Peltier (P60090)

Attorney at Law 501 W. Court Street P.O. Box 483 Newberry, MI 49868 (906) 293-8907

Mr. Michael B. Winnick (P43357)

Attorney at Law 409 Ashmun Street #208 Sault Ste. Marie, MI 49783 (906) 632-1737

Mr. Brandon T. Rickard (P75104)

Attorney at Law 221 W. Washington Street Marquette, MI 49855 (906) 225-9705

Attorney at Law P.O. Box 5002 Cheboygan, MI 49721 (231) 625-2100

Mr. Derek G. Swajanen (P57049)

Attorney at Law 220 W. Washington St., Suite 220 Marquette, MI 49855 (906) 228-6793

Mr. George J. Tschirhart (P49727)*

Attorney at Law 220 S. Main Street Cheboygan, MI 49721 (231) 627-61 *Mackinac County Public Defender

Mr. Andrew Jones (P71507)

Attorney at Law 220 W. Washington, Suite 220 Marquette, MI 49855 (906) 228-6793

Ms. Jayne E. Mackowiak (P37383)

Attorney at Law 912 Ludington Street Escanaba, MI 49829 (906) 786-4490

Mr. Dominic Andriacchi (P35442)

Attorney at Law 321 W. Division Street Ishpeming, MI 49849 (906) 486-4457

Mr. John Filoramo (P30730)

Attorney at Law 504 Ludington Street Escanaba, MI 49829 (906) 786-1403

Mr. James A. Bias (P59338)

Attorney at Law P.O. Box 361 Drummond Island, MI 49726 (906) 259-0404

Mr. George W. Hyde III (P46885)

Attorney at Law 220 W. Washington St., Suite 220 Marquette, MI 49855 (906) 228-6793

Mr. Aifred E. Feleppa, III (P54906)

Attorney at Law 11512 N. Straits Hwy., Suite 200 Cheboygan, MI 49721 (231) 627-7151

Mr. Brian D. Rahilly (P74065)

Attorney at Law 330 Handy Street Newberry, MI 49868 (906) 293-8805

Attorney fees, for both trial and appellate levels, are \$40.00 per hour, plus mileage.

STATE OF MICHIGAN



TWELFTH JUDICIAL CIRCUIT COURT BARAGA, HOUGHTON AND KEWEENAW COUNTIES

CHARLES R. GOODMAN

CHIEF CIRCUIT JUDGE December 20, 2013 DIANA GINTER, ADMINISTRATOR
PAMELA L. BEGGS, COURT REPORTER
HOUGHTON COUNTY COURTHOUSE
401 E. HOUGHTON AVE.
HOUGHTON, MICHIGAN 49931
(906) 482-5420
FAX: (906) 482-7492
OR FAX: (906) 483-0364
e-mail: pam@houghtoncounty.net

Ms. Marla McCowan CDRC Manager State Court Appellate Defender Office Penobscot Building, Suite 3300 645 Griswold Detroit, MI 48226

IN REFERENCE TO:

List of Attorneys Taking Criminal Assignments or Contract Defenders

Dear Ms. McCowan:

Per your request of December 4, 2013, enclosed please find copies of our current criminal defense contracts for Houghton and Baraga counties. Should David Gemignani have a conflict in Houghton or Baraga counties, then Pamela Dobbs or Nicholas Daavettila would be appointed. Please be advised that Keweenaw County does not have a criminal defense contract. The list of attorneys used are as follows: Pamela Dobbs, David Gemignani and Nicholas Daavettila.

Appointment of counsel for indigent criminals is done in the District Court before cases are bound over to Circuit Court.

Also all attorneys not holding a contract are paid \$55 per hour.

Sincerely,

Diana Ginter

Circuit Court Administrator

:dlg Enclosures

BARAGA COUNTY INDIGENT CRIMINAL DEFENSE CONTRACT

This contract is subject to any upcoming legislation in the State of Michigan regarding the providing of indigent defense services.

This contract is made between DAVID M. GEMIGNANI, P.C. (ATTORNEY); the County of Baraga through its authorized representative(s) of the Baraga County Board of Commissioners (COUNTY); and the Judges of the 12th Circuit Court and 97th Judicial District sitting in the County of Baraga (COURT).

1. Attorney:

The term ATTORNEY includes not only the individual named above, DAVID M. GEMIGNANI, P.C., but also any lawyer or lawyers directly hired or subcontracted by named ATTORNEY and utilized in the performance of ATTORNEY'S obligations. The COURT retains the right of approval of any licensed attorney who may be hired or subcontracted by the ATTORNEY while this agreement is in force.

2. <u>Services Covered:</u>

The ATTORNEY will provide representation of indigent criminal defendants in the District and Circuit Courts according to the scope of lawyers' responsibility outlined in MCR 6.005(H). In addition, but within the context, this representation shall also include advising, consulting, attending line-ups and out-of-court identification procedures, extraditions, negotiations, probation violation procedures, and paternity, as well as child support proceedings, wherein in the indigent respondent faces possible incarceration.

3. <u>Services Excluded</u>

The following services are excluded from this contract:

- Appeals filed in the Michigan Court of Appeals and Michigan Supreme Court, except for interlocutory appeals ATTORNEY deems appropriate;
- b. Appeals to the United States Supreme Court;
- c. Habeas corpus proceedings in the United States District Courts and Court of Appeals.
- d. Baraga Maximum Correctional Facility/Prison cases.

4. Representation:

Representation will be made at all stages of proceedings until completed. The ATTORNEY shall provide necessary representation of each indigent defendant in matters of investigation, trial preparation, preparation and filing of motions, counseling when appropriate, referral to appropriate agencies, trial, post-trial motions, and motions, briefing and argument in the Michigan Court of Appeals and Michigan Supreme Court of interlocutory matters and any retrials following an appeal. This includes preparation of all briefs, documents, letters, research and any and all things regarded as adequate representation of the indigent party.

5. <u>Indigent Persons:</u>

An indigent person is defined by and shall be determined to be indigent by the COURT pursuant to MCR 6.005(B) and any amendment enacted during the contract.

- 6. Supervisory Authority: Insofar as compatible with MCR 6.005(l):
 - a. The presiding Judge of the 12th Judicial Circuit shall be the supervising authority of this contract as it relates to Circuit Court proceedings.
 - b. The presiding Judge for the 97th Judicial District Court shall be the supervising authority of this contract as it relates to district court proceedings.

7. Conflict of Interest:

- a. If at any time after an appointment has been made, the ATTORNEY discovers a conflict of interest pursuant to the Michigan Rules of Professional Conduct, the ATTORNEY shall promptly notify either the Judge, who made the appointment, or the Judge of the Court in which the matter is pending. If the Judge agrees that there is a conflict of interest, the Judge shall revoke the appointment and appoint other counsel for the indigent person. The COUNTY shall be allowed to charge back to the contract price the fee for employing such other counsel up to an amount that shall be no more costly than that as paid to Court-appointed counsel immediately preceding the effective date of this agreement.
- b. Should the COURT at any stage of a proceeding determine that it is necessary to appoint additional counsel for multiple defendants pursuant to MCR 6.005(F), any additional cost shall be the sole obligation of the COUNTY and not deducted from the contract price. If ATTORNEY, representing multiple defendants deemed not to violate MCR 6.005(F)

by the supervisory Judge, seeks withdrawal due to ethical conflict of interest other than such due to or arising out of multiple representation and other counsel is appointed, the COUNTY shall be allowed to charge back to the contract price the fee for employing such other counsel according to "7a" above.

8. **Duration:**

The minimum duration of this contract shall be from October 1, 2013 through September 30, 2014. It is expressly understood that this agreement shall not automatically expire on September 30, 2014. On or about October 1, 2013, this agreement shall:

- a. Be renewed after evaluation and any modification by the parties, or,
- b. Be extended as is if no other action is taken; or,
- c. Be terminated as later provided for in this agreement.

9. Payment for Services:

The COUNTY shall pay the named ATTORNEY the total annual sum of TWENTY SEVEN THOUSAND (\$27,000.00) AND NO/100 DOLLARS for the period from October 1, 2013 through September 30, 2014. The COUNTY agrees to pay the named ATTORNEY this contract sum in equal installments convenient with its accounting systems but no less than monthly. This installment payment sum shall be:

- a. Decreased by the amount of allowable charge back of contract price due to ethical conflicts as discussed above;
- b. Supplemented by reimbursement for expenses incurred if a case is removed from the county as discussed later.

The ATTORNEY shall not receive compensation in any form from or on behalf of persons represented or for services rendered pursuant to this contract.

10. Costs and Expenses:

The ATTORNEY shall pay for all costs, fees, and expenses incurred providing the contract services as well as all overhead costs such as general office, secretarial, staffing, phone, supplies, equipment, and subcontract fees paid to other attorneys.

The COUNTY shall be responsible for and pay the following expenses:

a. Witness fees and expenses, including statutory mileage fees for witnesses;

- b. Investigative services and expert witness fees when approved by the COURT;
- Depositions when approved by the COURT;
- d. Transcripts of Preliminary Examinations and other transcripts when approved by the COURT;
- e. Service of process fees;
- f. Costs of medical and psychiatric evaluations when ordered or approved by the COURT;
- Necessary out-of-county travel and lodging expenses incurred while investigating or trying cases or proceedings, and necessary travel and lodging expenses for cases removed from the county covered by this contract and tried in any other county. Any mileage and per diem expenses incurred shall be reimbursed at the same rate as allowed for county employees.

11. Malpractice Insurance:

The COUNTY and COURT shall have no liability and shall be indemnified for malpractice claims which may be made by persons represented by the ATTORNEY pursuant to the contract.

The ATTORNEY shall carry malpractice insurance, in an amount approved by the COURT and proof of such insurance shall be provided to the presiding Judge of the 12^{th} Circuit forthwith.

12. Non-Privileged Information:

When appropriate, the ATTORNEY shall advise clients serviced by this contract that information regarding their financial circumstances which is probative of determining indigence is not privileged information unless the information is probative of the guilt or innocence of the client in which case the information shall be protected by the lawyer-client privilege.

The ATTORNEY has the continuing responsibility to bring to the attention of the Judge who is presiding in the matter any non-privileged information regarding the financial resources of defendants which bears on their eligibility for counsel services under this contract.

13. Record Keeping and Information Access:

The COUNTY shall provide to ATTORNEY access to information current and historic regarding indigent defense, if requested.

The COURT shall provide to ATTORNEY non-confidential information kept in its normal course regarding indigent representation current and historic and the criminal docket general, if necessary.

The ATTORNEY shall maintain individual case records in a manner and according to categories as deemed necessary but not unduly burdensome for an effective evaluation and review of the contract.

The ATTORNEY may participate in meetings with the COURT, COUNTY, and prosecutor relative to the administration of the criminal justice system in Houghton County relating to matters such as scheduling, local court rules and practices.

No provision contained in this contract shall be deemed to require the COUNTY or COURT to undertake any additional, new or revised record keeping.

14. <u>Notice to Attorney:</u>

All notices to the ATTORNEY regarding this contract shall be made to DAVID M. GEMIGNANI, P.C., 302 W. Sharon Ave., Houghton, Michigan 49931.

15. <u>Contract Modifications:</u>

Any modifications of this contract shall be in writing and approved by all parties. There are no parol agreements accompanying this contract.

16. <u>Contact Disputes:</u>

Any contract dispute shall be resolved through recourse first to the presiding Judge of the 97th District Court if the dispute is a District Court matter, secondly by the presiding Judge of the 12th Circuit Court, and thirdly by appropriate legal remedies, if necessary.

17. <u>Termination of Contract</u>:

Any party may terminate this CONTRACT immediately and at any time for good cause, unethical conduct, or a violation of this CONTRACT's terms. Any party may terminate the CONTRACT without cause by 90 days written notice at any time after this CONTRACT has been in effect for six months or more.

All cases assigned prior to termination without cause, shall be completed pursuant to the CONTRACT without compensation other than that provided for in this CONTRACT. All cases assigned to named ATTORNEY, DAVID M. GEMIGNANI, P.C., prior to October 1, 2013, but not concluded until after September 30, 2014, shall be compensated through and to conclusion according to the terms of appointment policy in effect at the time of appointment, notwithstanding the fact that a portion of the services are rendered in the year 2014 or after, and are specifically not covered by this CONTRACT.

Dated this day of September, 2013.	
ATTORNEY	COURT:
DAVID/M/GEMIGNANI, P.C.	BY: 12th Circuit Court Judge
BY: DAYIOM. GEMIGNANI	Hon. Charles R. Goodman
	BY: 97 th District Court Judge Hon. Mark A. Wisti
COUNTY: Baraga County Board of Com	missioner
Ву:	
·	

2013

HOUGHTON COUNTY INDIGENT CRIMINAL DEFENSE CONTRACT

This contract is subject to any upcoming legislation in the State of Michigan regarding the providing of indigent defense services.

This contract is made between DAVID M. GEMIGNANI, P.C. (ATTORNEY); the County of Houghton through its authorized representative(s) of the Houghton County Board of Commissioners (COUNTY); and the Judges of the 12th Circuit Court and 97th Judicial District sitting in the County of Houghton (COURT).

1. Attorney:

The term ATTORNEY includes not only the individual named above, DAVID M. GEMIGNANI, P.C., but also any lawyer or lawyers directly hired or subcontracted by him and utilized in the performance of ATTORNEY'S obligations. The COURT retains the right of approval of any licensed attorney who may be hired or subcontracted by the ATTORNEY while this agreement is in force.

2. Services Covered:

The ATTORNEY will provide representation of indigent criminal defendants in the District and Circuit Courts according to the scope of lawyers' responsibility outlined in MCR 6.005(H). In addition, but within the context, this representation shall also include advising, consulting, attending line-ups and out-of-court identification procedures, extraditions, negotiations, probation violation procedures, and paternity, as well as child support proceedings, wherein in the indigent respondent faces possible incarceration.

3. Services Excluded:

The following service are excluded from this contract:

- Appeals filed in the Michigan Court of Appeals and Michigan Supreme Court, except for interlocutory appeals ATTORNEY deems appropriate;
- Appeals to the United States Supreme Court;
- Habeas corpus proceedings in the United States District Courts and Court of Appeals.

4. Representation:

Representation will be made at all stages of proceedings until completed. The ATTORNEY shall provide necessary representation of each indigent defendant in matters of investigation, trial preparation, preparation and filing of motions, counseling when appropriate, referral to appropriate

agencies, trial, post-trial motions, and motions, briefing and argument in the Michigan Court of Appeals and Michigan Supreme Court of interlocutory matters and any retrials following an appeal. This includes preparation of all briefs, documents, letters, research and any and all things regarded as adequate representation of the indigent party.

5. <u>Indigent Persons</u>;

An indigent person is defined by and shall be determined to be indigent by the COURT pursuant to MCR 6.005(B) and any amendment enacted during the contract.

- 6. Supervisory Authority: Insofar as compatible with MCR 6.005(I):
 - a. The presiding Judge of the 12th Judicial Circuit shall be the supervising authority of this contract as it relates to Circuit Court proceedings.
 - b. The presiding Judge for the 97th Judicial District Court shall be the supervising authority of this contract as it relates to district court proceedings.

7. Conflict of Interest:

- a. If at any time after an appointment has been made, the ATTORNEY discovers a conflict of interest pursuant to the Michigan Rules of Professional Conduct, the ATTORNEY shall promptly notify either the Judge, who made the appointment, or the Judge of the Court in which the matter is pending. If the Judge agrees that there is a conflict of interest, the Judge shall revoke the appointment and appoint other counsel for the indigent person. The COUNTY shall be allowed to charge back to the contract price the fee for employing such other counsel up to an amount that shall be no more costly than that as paid to Court-appointed counsel immediately preceding the effective date of this agreement.
- b. Should the COURT at any stage of a proceeding determine that it is necessary to appoint additional counsel for multiple defendants pursuant to MCR 6.005(F), any additional cost shall be the sole obligation of the COUNTY and not deducted from the contract price. If ATTORNEY, representing multiple defendants deemed not to violate MCR 6.005(F) by the supervisory Judge, seeks withdrawal due to ethical conflict of interest other than such due to or arising out of multiple representation and other counsel is appointed, the COUNTY shall be allowed to charge back to the contract price the fee for employing such other counsel according to "7a" above.

8. **Duration:**

The minimum duration of this one-year contract shall be from March 1, 2013 through February 29, 2014. It is expressly understood that this agreement shall not automatically expire on March 1, 2014. On or about March 1, 2014, this agreement shall:

- a. Be renewed after evaluation and any modification by the parties, or,
- b. Be extended as is if no other action is taken; or,
- c. Be terminated as later provided for in this agreement.

9. Payment for Services:

The COUNTY shall pay the named ATTORNEY the total annual sum of NINETY THREE THOUSAND SIX HUNDRED (\$93,600.00) AND NO/100 DOLLARS. The COUNTY agrees to pay the named ATTORNEY this contract sum in equal installments convenient with its accounting systems but no less than monthly. This installment payment sum shall be:

- a. Decreased by the amount of allowable charge back of contract price due to ethical conflicts as discussed above;
- b. Supplemented by reimbursement for expenses incurred if a case is removed from the county as discussed later.

The ATTORNEY shall not receive compensation in any form from or on behalf of persons represented or for services rendered pursuant to this contract.

10. Costs and Expenses:

The ATTORNEY shall pay for all costs, fees, and expenses incurred providing the contract services as well as all overhead costs such as general office, secretarial, staffing, phone, supplies, equipment, and subcontract fees paid to other attorneys.

The COUNTY shall be responsible for and pay the following expenses:

- a. Witness fees and expenses, including statutory mileage fees for witnesses;
- b. Investigative services and expert witness fees when approved by the COURT;
- Depositions when approved by the COURT;
- d. Transcripts of Preliminary Examinations and other transcripts when approved by the COURT;
- e. Service of process fees;
- f. Costs of medical and psychiatric evaluations when ordered or approved by the COURT;
- g. Necessary out-of-county travel and lodging expenses incurred while investigating or trying cases or proceedings, and necessary travel and lodging expenses for cases removed from the county covered by this contract and tried in any other county. Any mileage and per diem expenses

incurred shall be reimbursed at the same rate as allowed for county employees.

11. Malpractice Insurance:

The COUNTY and COURT shall have no liability and shall be indemnified for malpractice claims which may be made by persons represented by the ATTORNEY pursuant to the contract.

The ATTORNEY shall carry malpractice insurance, in an amount approved by the COURT and proof of such insurance shall be provided to the presiding Judge of the 12th Circuit forthwith.

12. Non-Privileged Information:

When appropriate, the ATTORNEY shall advise clients serviced by this contract that information regarding their financial circumstances which is probative of determining indigence is not privileged information unless the information is probative of the guilt or innocence of the client in which case the information shall be protected by the lawyer-client privilege.

The ATTORNEY has the continuing responsibility to bring to the attention of the Judge who is presiding in the matter any non-privileged information regarding the financial resources of defendants which bears on their eligibility for counsel services under this contract.

13. Record Keeping and Information Access:

The COUNTY shall provide to ATTORNEY access to information current and historic regarding indigent defense, if requested.

The COURT shall provide to ATTORNEY non-confidential information kept in its normal course regarding indigent representation current and historic and the criminal docket general, if necessary.

The ATTORNEY shall maintain individual case records in a manner and according to categories as deemed necessary but not unduly burdensome for an effective evaluation and review of the contract.

The ATTORNEY may participate in meetings with the COURT, COUNTY, and prosecutor relative to the administration of the criminal justice system in Houghton County relating to matters such has scheduling, local court rules and practices.

No provision contained in this contract shall be deemed to require the COUNTY or COURT to undertake any additional, new or revised record keeping.

14. Notice to Attorney:

All notices to the ATTORNEY regarding this contract shall be made to DAVID M. GEMIGNANI, P.C., 302 W. Sharon Ave., Houghton, Michigan 49931.

15. Contract Modifications:

Any modifications of this contract shall be in writing and approved by all parties. There are no parol agreements accompanying this contract.

16. Contract Disputes:

Any contract dispute shall be resolved through recourse first to the presiding Judge of the 97th District Court if the dispute is a District Court matter, secondly by the presiding Judge of the 12th Circuit Court, and thirdly by appropriate legal remedies, if necessary.

17. Termination of Contract:

Dated: 7eb 12,2013

Any party may terminate this CONTRACT immediately and at any time for good cause, unethical conduct, or a violation of this CONTRACT's terms. Any party may terminate the CONTRACT without cause by 90 days written notice at any time after this CONTRACT has been in effect for nine months or more. All cases assigned prior to termination without cause, shall be completed pursuant to the CONTRACT without compensation other than that provided for in this CONTRACT. All cases assigned to named ATTORNEY, DAVID M. GEMIGNANI, P.C., prior to March 1, 2013, but not concluded until after February 29, 2014, shall be compensated through and to conclusion according to the terms of appointment policy in effect at the time of appointment, notwithstanding the fact that a portion of the services are rendered in the year 2014 or after, and are specifically not covered by this CONTRACT.

ATTORNEY)	COURT: (La Pallella) 2/15/
DAVIDM. GEMIGNANI, P.C. BY: DAVID M. GEMIGNANI, President	BY: 12 th Circuit Court Judge // Hon. Otarles R. Goodman
	BY: 97 th District Court Judge Hon. Mark A. Wisti
COUNTY: Houghton County Board of C	Commissioners
By Clark Co	Ву:
Ву:	Ву:
Ву:	

THIRTEENTH JUDICIAL CIRCUIT COURT

2014 FELONY ROSTER LISTS

GRAND TRAVERSE COUNTY:

Phlip A. Settles 5168 US 31 N P.O. Box 300 Acme MI 49610 231-938-1000 psettles@chartermi.net

David J. Clark P.O. Box 294 Traverse City, MI 49685 231-946-1316 bu1954zz@aol.com

Randy H. Smith P.O. Box 2102 Traverse City, MI 49684 231-941-1600 randysmith@bignetnorth.net Paul Jarboe 423 East Eighth Street Traverse City, MI 49684 231-922-3452 pjarboe@charter.net

Janet Mistele 2640 Hedgewidge Drive Traverse City MI 49685 jmistele@mistelelaw.com

Shawn C. Worden 541 W. Front Street Traverse City, MI 49684 231-735-1014 shawn@threesixtylaw.com

LEELANAU COUNTY:

Wilson Brott PO BOX 111 Suttons Bay, MI 49682 231-313-7448 Wilson.brott@gmail.com William G. Burdette 13709 SW Bay Shore Drive Traverse City, MI 49684 995-9100 ext. 2 burdette@viewofthebaylowyers.com

ANTRIM COUNTY:

Matthew C. Connolly 409 E. 8th Street Traverse City MI 49684 (231) 932-9277 Connolly law@hotmail.com Shawn C. Worden 541 W. Front Street Traverse City, MI 49684 231-735-1014 shawn@threesixtylaw.com

Updated 12/20/2013

FEE SCHEDULE ANTRIM, GRAND TRAVERSE AND LEELANAU COUNTIES INDIGENT FELONY CASES

Effective for cases assigned after July 1, 2009, the 13th Circuit Court has approved the following fee schedule for indigent felony case assignments that are bound over and disposed of in Circuit Court.

Interview & Investigation	
Preliminary Examination – Waived	
Preliminary Examination – Held	
Pre-Trial Conference	\$50
Pre-Trial Motions Requiring an Evidentiary Hearing	\$100
Plea	\$150
Sentencing	\$150
Trial per diem:	
First Day:	\$700
Each one-half day thereafter:	\$250
FOC Show Cause/Paternity/Probation Violations	\$250
Probation Violation/Sentencing Only	
PPO Violations	\$250

For cases that are charged as a felony but the guilty plea proceeding and misdemeanor sentencing occurs in District Court, attorneys will be paid a flat fee of \$500.

Capital cases will be compensated at the rate of \$75 per hour for that time approved by the Court as reasonably necessary to defend the case.

For interlocutory appeals, attorneys will be compensated at the rate of \$75 per hour for time reasonably incurred in the preparation of a brief and in presenting oral argument. When oral argument is allowed, mileage will be paid.

Appearance at lineup will be reimbursed in the amount of \$75.

Attorneys who accept appointments pursuant to this fee agreement will also be expected to accept their share of appointments for probation violation, Friend of the Court show cause, and paternity proceedings and appear at lineups. Other than lineups, these matters shall be compensated at the rate of \$250 per assignment, plus any expenses reasonably incurred in representing the client. However, in probation violation proceedings where counsel is appointed for sentencing only, the fee shall be \$150.

In paternity cases, counsel is not obligated to provide services pertaining to custody and visitation.

Upon review and approval of the Circuit Court, the county shall provide payment for

services of an extraordinary nature not contemplated by this event-based fee schedule or the per diem trial payments. Such requests for payment shall be made to the Circuit Court promptly upon the provision of such services.

Upon approval of the Circuit Court, the county will reimburse counsel for expenses reasonably incurred in the defense of the litigation; e.g., necessary medical and legal records, expert witness examination and testimony, fees for photographs and costs for photocopies of police reports. Upon approval of the Circuit Court, the relevant county shall also reimburse attorneys for filing, witness and service fees, and any other Court charges reasonably incurred on behalf of the indigent defendant. Expert witnesses may not be retained without prior Court approval, nor should amounts in excess of \$100 be expended or liability for the same incurred without prior Court approval.

Miscellaneous expenses such as postage, telephone expenses, and photocopying charges, other than for police reports or necessary medical or legal records as previously described, shall be included in the contract case amount and shall not be separately reimbursable.

Counsel with principal offices in counties other than Leelanau and Antrim and who are assigned cases in Antrim and Leelanau Counties will be reimbursed for mileage for jail visits and Court appearances. Counsel serving in Antrim and Leelanau Counties shall contact the Court Administrator for determination of the standard number of miles allowed and the reimbursement rates for each county. A separate invoice for mileage must be submitted.

Acceptance of an appointment to represent an indigent defendant pursuant to this fee schedule indicates counsel's agreement to provide complete legal defense representation consistent with MCR 6.005(H), including appearance at preliminary examination, arraignment in Circuit Court, motions, hearings, interlocutory appeals, trials, or pleas and sentencing, consistent with the requirements of Michigan law and court rules. An appointed attorney shall continue his or her representation of the client until final disposition, even though that disposition may not occur in the calendar year in which the appointment was made and even though that final disposition may occur in District Court.

The requirements of representation do not include:

- Appeals by the Prosecution from the dismissal of a case or a post-conviction appeal.
- Cases remanded from the Court of Appeals following the entry of a final judgment by the trial court.
- Trial of cases in District Court.

Appointments pursuant to this schedule will be made upon a finding by a District or Circuit Court Judge that the accused is indigent and has requested court-appointed counsel. The Court will then sign an order appointing counsel from its roster of defense attorneys. If the appointment is withdrawn or the attorney is discharged from an appointment by the Court, the withdrawal or discharge shall constitute a final disposition.

If the Circuit Court Judge assigned to the case agrees that appointed counsel cannot

represent an otherwise eligible indigent person because of a conflict of interest or any other reason, then substitute counsel shall be appointed.

If an attorney appointed under this contract, is replaced by a retained attorney and the substitution occurs before the preliminary examination, total remuneration will be in the amount of \$300. If the substitution occurs after the preliminary examination, compensation will be paid consistent with the fee schedule for all services performed.

A "case" shall be defined as a felony complaint filed in the 86th District Court during the period this fee schedule is in force wherein the highest charged offense is at least a high-court misdemeanor up to, and including, capital offenses. A felony firearm count included in a complaint or penalties imposed by Habitual Offender Act supplementation shall be included as part of the case. Should matters contained in separate complaints or information against a single defendant be consolidated into one complaint or information, the consolidated matters shall constitute one case. Likewise, should counts contained in one complaint or information be severed, the severed matters shall be considered separate cases. For purposes of compensation, the determination of whether a case is capital or not shall be determined with reference to the complaint made in District Court as supplemented by Habitual Offender allegations.

Final disposition in criminal cases shall be defined as sentencing, dismissal, or remand to District Court by the Circuit Court for purposes of trial in District Court. Final disposition shall also include a plea and sentencing in District Court prior to bind over or following a remand to District Court by the Circuit Court for purposes of plea and sentencing. Substitution of counsel will cause a final disposition. A final disposition will also occur following a preliminary examination where the case is not bound over and remains in District Court for trial. Lastly, a final disposition occurs when the Defendant escapes custody or absconds on bond.

Counsel who accept appointments pursuant to this fee schedule agree to maintain professional liability insurance on themselves of at least \$100,000 each individual, and \$300,000 each occurrence for any and all liability they may incur which arises through their acts or omissions on behalf of indigent clients whom they represent. Prior to accepting their initial appointment under this fee agreement, counsel must provide the Court Administrator with a copy of their certificate of insurance evidencing the requisite minimal liability protection or make other arrangements to confirm insurance coverage. Prior to the expiration of coverage, counsel must provide a copy of the renewal certificate of insurance to the Court Administrator. Annual confirmation is required thereafter.

Counsel are required to attend one continuing education seminar through an approved organization such as the Criminal Defense Attorneys of Michigan (CDAM) once every two years. The court will pay for the cost of the seminar registration. CDAM offers a seminar in Traverse City once a year.

Attorneys who provide services to indigents pursuant to this fee schedule must maintain an office in Grand Traverse, Leelanau or Antrim County or have an office available in Grand Traverse, Leelanau or Antrim County which is reasonably accessible to their clients. Counsel must have a telephone number available so that indigent clients desiring to call the attorney will not have to

make a long distance call. Attorneys are not required to accept collect calls from clients. Attorneys shall also have an e-mail address with storage capability large enough to receive voluminous transmissions that may contain evidence.

Attorneys appointed to represent indigent defendants will be compensated solely pursuant to this fee schedule and shall neither request nor receive any additional compensation from any source for services rendered hereunder whatsoever.

This fee schedule shall be effective for all appointments made after July 1, 2009, and until modified in such amended fee schedules that the Court may publish from time to time in the future.

Requests for payment shall be made promptly after final disposition of the case. An original and two copies of a voucher should be submitted to the Court Administrator in Traverse City describing the compensation sought in accordance with this fee schedule. Counsel who wish to receive a copy of the order signed by the judge, should forward one additional copy of their voucher along with a stamped, self-addressed return envelope. Expenses should be detailed and copies of invoices from the third-party vendors should be provided. The voucher must identify the Circuit Court File number and the Judge assigned to it. If a Circuit Court file number is not available, then the District Court file number must be listed.

Dated:	
	HON. PHILIP E. RODGERS, JR.
	CIRCUIT COURT JUDGE
Datab	
Dated:	HON, THOMAS G. POWER
	CIRCUIT COURT JUDGE

STATE OF MICHIGAN



FIFTEENTH JUDICIAL CIRCUIT Courthouse Coldwater, Michigan 49036

P. William O'Grady CIRCUIT JUDGE

Phone: (517) 279-4304 Fax: (517) 279-5110

January 7, 2014

Marla R. McCowan, CDR Manager State Appellate Defender Office 645 Griswold, Penobscot Bldg, Ste 3300 Detroit, MI 48226-4281

Re: List of attorneys/Contract defenders

Dear Ms. McCowan:

Enclosed you will find a copy of the Branch County Public Defender Contract.

Please note that the information requested in 1 -3 of your letter, can be found within the contract itself.

Regarding #4 of your letter; how our circuit plans to comply with the guidelines of the Michigan Indigent defense Commission (2013 PA 93) is to be determined.

If you have any questions concerning the enclosed information, please contact our office.

Sincerely,

Darcy J. Christy Judicial Clerk 15th Circuit Court

Enclosure

PUBLIC DEFENDER CONTRACT – BRANCH COUNTY 2013 and 2014

- 1. Subject to the exclusions mentioned hereafter, this Contract is for providing legal representation to indigent defendant's in criminal matters brought before the District and Circuit Courts in Branch County for the years 2013 and 2014.
 - 2. The parties to the contract are:

The County of Branch;

The Fifteenth Judicial Circuit Court;

The Third Judicial District Court, Branch County;

Eric Goodwin, Attorney at Law;

William D. Renner, II, Attorney at Law;

- J. Richard Colbeck, Attorney at Law;
- 3. The offices of Eric Goodwin, William D. Renner, II, and J. Richard Colbeck, will provide legal services to individuals who are determined to be indigent and in need of legal representation by the Judges of the Third Judicial District Court and the Fifteenth Judicial Circuit Court.
- **4.** The County of Branch shall be responsible for the payment of such sums as hereafter delineated.
- 5. The Attorney's agree to represent such individuals as are assigned them by the Court's in the following proceedings:

- (a). Felony matters, from the point in the proceedings that they are appointed, through sentencing; including preliminary examinations, arraignments, pretrial hearings and conferences, motions, trial, and sentencing.
- (b). Misdemeanors, from the point in the proceedings that they are appointed, through sentencing, including arraignment, pretrial hearings and conferences, motions, trials, and sentencing.
- (c). Lineups and custodial interrogation.
- (d). Extradition proceedings.

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- (e). Revocation of probation proceedings.
- (f). Paternity proceedings in which the question of paternity is at issue.
 - (g). Violations of Personal Protection Orders.
- **6.** The following are expressly excluded from this contract:
 - (a). Appeals from the conviction or sentence in the District or Circuit Courts.
 - (b). Matters pertaining to the non-payment of child support.
 - (c). Representation of prisoners located in facilities under the jurisdiction of the Department of Corrections in Branch County, whether for administrative hearings, parole hearings, proceedings which resulted in incarceration, or for crimes committed by any prisoner, either on or off the location of the facility.
- 7. Branch County shall pay to said attorneys the following sums:

- (a). In each year, 2013 and 2014, the sum of \$80,125.00 to Attorney Eric Goodwin; the sum of \$80,125.00 to Attorney William D. Renner, II, and the sum of \$12,000.00 to Attorney J. Richard Colbeck which is paid monthly, at the End of each month. The total amount to be paid each year will be \$172,250.00. That the County of Branch and its District and Circuit Courts shall have an option to extend this contract and its terms for an additional year (ie: 2015) upon notice to said attorneys prior to December 31, 2014.
- (b). That Attorney Eric Goodwin shall be appointed to one-half (1/2) of fifty (50%) percent of those individuals requiring a court appointed attorney, and William D. Renner, II, shall be appointed to one-half (1/2) of fifty (50%) percent of those individuals requiring a court appointed attorney, and J. Richard Colbeck shall be appointed to a Defendant when there are more than two (2) co-defendants in a criminal case or where there is a conflict of interest with the above stated attorneys requiring a court appointed attorney.

19

- (c). In addition to the sums which are specified above, in any Capital case (defined as a case in which the defendant may Receive as a sentence, life imprisonment, prior to any Sentence enhancement as an habitual criminal) or major drug case (defined as being one in which the mandatory minimum, as charged, is ten (10) years or greater) whether tried or not, the court may, in the Court's discretion, because of extraordinary commitments of time and/or extraordinary complexity, order additional fees in the same amount as is paid by the court for criminal appointments outside the contract for those hours spent in preparation, trial, research, investigation, plea negotiations, and taking of a plea, which are in excess of fifteen (15) hours.
- (d). In other matters in which there are extraordinary Commitments of time, or of extraordinary complexity, the Court, may upon the request of the Attorney, order such fees as in the Court's discretion, may be warranted.

- (e). All necessary expenses, including, but not limited to, witness fees; transcript fees; mileage; certified copy fees; and telephone expenses.
- 8. The Attorneys agree to maintain professional liability insurance and agree to hold the County harmless on any liability which may arise from this contract.
- 9. In the event of multiple defendant's, or where a conflict of interest arises in which none of the named Attorney's can defend a particular indigent, the Court may appoint such other counsel as may be necessary to fulfill the individual's constitutional right to appointed counsel.
- 10. The Attorney's are not employees of the county, and the county Shall not be liable for withholding of taxes, state or federal, either for the Attorney's or for their employees.
- 11. This contract may be terminated as follows:
 - (a). By the Court, if in the opinion of the District and/or Circuit Judge, the Attorney's, individually or collectively, have not carried out the terms of the contract in a way which meets the standards set by the Court. The Court shall provide thirty (30) days written notice of the intent to terminate, specifying the actions which provide a basis for such termination. Upon receipt of such notice, the Attorney receiving such notice shall have the right to a hearing before a visiting judge.
 - (b). By either Attorney, on thirty (30) days written notice that he/they will no longer provide the services set forth in this contract.
 - (c). Upon termination for any reason, the Attorney's may, at the discretion of the Judge's continue to represent the

- person(s) to which they have already been appointed until final disposition with compensation for said continuing services to be agreed upon between the Court and the Attorney.
- (d). If, at the end of this contract, there remain cases which have not reached a conclusion, then, at the discretion of the Judge having jurisdiction over the case, the Attorney's may be continued until such conclusion, or substitute counsel appointed to finish the case until conclusion, with compensation for said cases to be agreed upon between the Judge and the Attorney.

For the Third District Court:

Witnessed by:

Brent R. Weigle, District Judge

Tamela S. Silchrost

For the Fifteenth Circuit Court:

P. William O'Grady, Circuit Judge

Witnessed by:

Tamba & Hildright



Macomb County Circuit Court

Circuit Judges: JOHN C. FOSTER, Chief Judge JAMES M. BIERNAT, JR., Chief Judge Pro Tem PETER J. MACERONI MARY A. CHRZANOWSKI MARK S. SWITALSKI EDWARD A. SERVITTO, JR. RICHARD L. CARETTI MATTHEW S. SWITALSKI

DIANE M. DRUZINSKI TRACEY A. YOKICH

KATHRYN A. VIVIANO JENNIFER FAUNCE KATHRYN A. GEORGE*

*Probate Judge assigned to Family Division

January 22, 2014

State Appellate Defender Office Attn: Marla McCowan, Manager Criminal Defense Resource Center Penobscot Building, Suite 3300 645 Griswold Detroit, MI 48226

RE: List of Attorneys Taking Criminal Assignments or Contract Defenders and Eligibility Forms

Dear Ms. McCowan:

Per your request of January 14, 2014 the following documents are attached for your records:

1. Criminal Attorney Lists (A, B, C)

As far as the rest of the information requested there has been no change in either the Indigent Fee Schedule or the Macomb County Circuit Court Local Administrative Order 2010-1 in re: Appointment of Counsel for Indigent Parties. The Local Administrative Order has been amended and as of this date it has not been returned from State Court Administrators Office. I will forward you a copy when we receive it back from SCAO.

If you need additional information please feel free to contact me at (586) 469-5242.

Sincerely,

Jeanne Peroglio

Local Designating Authority

Judicial Aide Enclosures Clerk of the Court CARMELLA SABAUGH

Court Administrator JENNIFER M. PHILLIPS Sea%rch %Clear

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C%lose	Search Criteria	
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	Attorney Name	>
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	Associated Case	
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	Docket Code	>
		
1 Appoint	Judge	>
2 Reject	•	
3 Payment History		
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•	Group Atty Name	Last Appoint
	*	Date
	GROUP LEVEL A KAPLAN, STEVEN M.	12/10/2013
	GROUP LEVEL A KOHLER, R. TIMOTHY	12/18/2013
	GROUP LEVEL A KOSMALA, JOSEPH R.	12/19/2013
	GROUP LEVEL A RODNICK, RANDY C.	12/20/2013
	GROUP LEVEL A SHEIKH, AZHAR H.	01/03/2014
		01/03/2014

GROUP LEVEL A STEINBERG, MICHAEL L.

GROUP LEVEL A TOMKO, THOMAS J.

GROUP LEVEL A VERNIER, KENNETH D

GROUP LEVEL A ZAIDAN, LOUIS
GROUP LEVEL A BARKOVIC, TIMOTHY S.
GROUP LEVEL A COJOCAR, JEFFERY A.

GROUP LEVEL A DENNIS, MICHAEL J.

GROUP LEVEL A ERWIN, SALLE A.

GROUP LEVEL A FREERS, STEVEN G.

GROUP LEVEL A GARON, DANIEL N.

GROUP LEVEL A GLANDA, RICHARD W.
GROUP LEVEL A HADDAD, MARK C.

GROUP LEVEL A HARADHVALA, ADIL N.

Phone

01/06/2014

01/10/2014

01/03/2014

01/10/2014 01/03/2014

01/08/2014

01/07/2014

01/10/2014

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12/16/2013

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(586) 574-0589

(586) 263-1600

(586) 463-3800

(586) 574-0020

(586)630-5095

(586) 783-1010

(586) 795-8822

(586) 295 - 8974

(586) 263-9660 (586) 773-2120

(586)816-0022

(586) 751-3900

(586) 216-2551

(586) 795-4150

(586)466-1200

(313)510-0324

(586) 263 - 5990

(586)420-6962

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C%lose Search Criteria GROUP LEVEL B Group %Open Attorney Name %Save Case Information
AC Case Number
Associated Case
Number %Print 2014-000364-CAP Docket Code

1 Appoint 2 Reject 3 Payment History

Judge

4	History	
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	ch Resul			Last Appoint	Phone
Orou	,	Atty Name B ZARANEK, ROBERT E B ADAMASZEK, EARL P		Date	Phone
GROUI	P LEVEL	B ZARANEK, ROBERT E B ADAMASZEK, EARL P B ANTOVSKI, GORAN B BARRETT, MALITA L B BARRETT, YVETTE M B BINKOWSKI, ROBERT B BITATA, ERIC EDW. B BITAR, DANIEL A B BRANCH, WILLIAM F B BRENNAN, THOMAS M B ROWN, KIMBERLY T BUCZKOWSKI, LEONA: B UTLER, MARK G. CASTKA, NICOLE L CHURIKIAN, SAMUEL CISKE, KURT J. COLTHIBST JENNIND		01/07/2014	(586)468-1407
GROUI	P LEVEL	ADAMASZEK, EARL P	HILIP	01/02/2014	(586)465-8018
GROUI	P LEVEL	S ANTOVSKI, GORAN RAPPETT MALITA L		12/30/2013 01/07/2014	(586)954-9500 (313)964-8095
GROUI	P LEVEL	BARRETT, YVETTE M	•	01/07/2014	(313) 964-8095
GROUI	P LEVEL	BINKOWSKI, ROBERT	A.	01/03/2014	(586)838-3900
GROUI	- PEAET	BIRETTA, ERIC EDW	ARD	09/03/2013	(586)868-5100 (313)278-4708
GROUI	P LEVEL	BITAR, DANIEL A		01/03/2014 01/06/2014	
GROUI	P LEVEL	BRENNAN, WILLIAM F		01/06/2014	(586)574-9400 (586)226-4195
GROUE	LEVEL	BROWN, KIMBERLY T		01/13/2014	(586)216-6499
GROUI	LEVEL	BUCZKOWSKI, LEONA	RD J	01/13/2014 01/09/2014 01/14/2014	(586)795-4500 (586)755-5625
GROUE	LEVEL	BUTLER, MARK G.		01/14/2014	(586) 755-5625 (586) 308-7663 (586) 465-8647 (810) 571-2065 (313) 575-5222 (313) 614-9151 (586) 530-6737
GROUE	LEVEL	CASIKA, NICOLE L CHURIKIAN SAMUEL	л	01/13/2014	(586)308-7663 (586)465-8647
GROUE	LEVEL	CISKE, KURT J.		01/14/2014	(810)571-2065
GROUE	FEAEP	COLTHIRST, JENNIP	HER L.M.	01/13/2014	(313)575-5222
GROUE	LEVEL	COOK, DONALD R.		01/15/2014	(313)614-9151
GROUE	LEVEL .	COOPER, PATRICIA I	м.	12/05/2013	(586)530-6737 (586)751-0700
GROUF	PEAET	CZECH. CYNTHIA RAI	FAILL	01/13/2014 01/15/2014	(313)347-9066
GROUE	PEAET	DECKER, GERALD L.		12/10/2013	(586)532-1122
GROUF	LEVEL.	DORF, JOEL M.		01/14/2014	(248)701-7299
GROUP	LEVEL	CHURIKIAN, SAMUEL CHURIKIAN, SAMUEL CISKE, KURT J. COLTHIRST, JENNIP COOK, DONALD R. COOPER, PATRICIA I COPPINS, SHAWN J. CZECH, CYNTHIA RAI DECKER, GERALD L. DORF, JOEL M. DUNN, SUSAN L EBERHARD, MICHELEI FANNING, ANDREA M FERMININEO JR, JAC FERRY, GERALD F. FROBERGER, CHARLES FROBERGER, MATTHEY FRONTCZAK, FRANK M GALVIN, PATRICIA F GEORGE, JACQUELINI GIBBS, MICHAEL A. GIRDWOOD, DERIK R. GOODMAN-SHEIKH, SA GRAND, CHRISTINE M HAKIM, MAROUN J. HARRIS, LYLE B HAUGAN, DAVID R. HENNIGAN, MICHAEL HOM, WILTON HUNT, N. EUGENE IGWE, ESTHER KANFER, DARIN J. KARASH, BRUCE A. KILPATRICK, MICHEA KIPKE, LARRY R. KOLODZIEJSKI, MATT KOZAK, SCOTT C KRANZ, RONALD	777	01/16/2014 01/15/2014 12/17/2013	(313)743-5392
GROUF	PEAE!	FANNING. ANDREA M	NE	12/17/2013	(586)747-6126 (586)751-3348
GROUP	LEVEL	FEMMININEO JR, JAC	COB MICHAEL	01/15/2014	(586) 954-9500
GROUP	LEVEL	FERRY, GERALD F.		01/15/2014	. (586)215-5317
GROUP	LEVEL	FROBERGER, CHARLES	5 A	01/15/2014	(586) 731-7670
GROUP	TEART	FROBERGER, MATTHEW	N N	01/15/2014 01/21/2014	(586)731-7670 (586)925-2112
GROUP	LEVEL	GALVIN, PATRICIA F	ROSSI	01/09/2014	(586)773-9890
GROUP	LEVEL	GEORGE, JACQUELINE	3	01/17/2014	(734)718-7737
GROUP	LEVEL	GIBBS, MICHAEL A.		01/13/2014	(586)604-8085
GROUP	LEVEL	GIRDWOOD, DERIK R.		01/17/2014 01/17/2014	(586) 783-8095
GROUP	LEVEL	GRAND CHRISTINE N	ALEEMA B. M	12/18/2013	(586)480-4500 (313)790-5999
GROUP	LEVEL	HAKIM, MAROUN J.	••	12/09/2013	(586)415-4900
GROUP	LEVEL	HARRIS, LYLE B		12/06/2013	(313)595-9090
GROUP	LEVEL	HAUGAN, DAVID R.		12/23/2013	(586) 465-4650
GROUP	PEAET	HENNIGAN, MICHAEL		12/09/2013 09/20/2013	(586)779-9992 (248)538-8000
GROUP	LEVEL	HUNT, N. EUGENE		12/20/2013	(586)872-0437
GROUP	LEVEL	IGWE, ESTHER		12/20/2013 07/08/2013	(248)519-0081
GROUP	LEVEL	KANFER, DARIN J.		01/03/2014 12/09/2013 12/12/2013	(313)574-3646
GROUP	LEVEL :	KARASH, BRUCE A.	מיד	12/09/2013	(586)777-1991
GROUP	LEVEL :	KIDFAIRICK, MICHEM	л р.	12/12/2013	(586)954-9400 (586)468-5819
GROUP	LEVEL	KOLODZIEJSKI, MATT	HEW S	12/12/2013 12/10/2013 12/10/2013	(586)909-1696
GROUP	LEVEL :	KOZAK, SCOTT C		01/06/2014	(586)484-1011
GROUP	LEVEL :	KRANZ, RONALD		12/11/2013	(586) 255-1210
		LASKA, GEORGE LEMELIN, WHITNEY S		11/07/2013 12/10/2013	(586)573-8900 (248)763-9472
		LEMKE, KAREN L.		12/10/2013	(586)419-0750
		LOUISELL, PAUL C.		12/10/2013	(586)778-0900
		MACERONI, JAMES M		12/16/2013	(586) 465-4900
		MACHASIC, RYAN H. MALKIEWICZ, JASON		01/17/2014	(586) 914-6140
		MARCIL, RICHARD G.		12/17/2013 12/23/2013	(586)779-8887 (586)000-0000
		MARSHALL, HUGH		12/16/2013	(586) 447-2535
		MCCANDLISS, GLENN	Α.	01/15/2014	(586)755-2900
		MEHANNA, NIJAD G		12/13/2013	(586)415-4900
		MIANECKI, PETER M. MILLER, SHEILA A.		12/13/2013 12/13/2013	(586)725-1414 (586)307-5202
		MORREALE, DAVID PA	UL	12/13/2013	(810)602-0911
		NAUMENKO, L NICHOL		01/15/2014	(248) 613-4707
		NORTLEY, MARK		12/16/2013	(313)330-6738
		PAMUKOV-MILLER, GA	IL	01/15/2014	(586) 532-1155
		PERKINS, DONALD N. PIETROSKI, DAVID A	_	12/20/2013 12/17/2013	(586)791-8515 (586)574-9880
		PLAWECKI, JOSEPH J		12/17/2013	(586) 246-9004
GROUP	LEVEL E	PLUMPE, ROBERT W.		11/18/2013	(313)882-1630
GROUP	LEVEL E	RICKERT, DENNIS J.		01/13/2014	(586)469-2400

GROUP LEVEL E	RITTINGER, ELIZABETH A.	12/20/2013	(248)689-4350
GROUP LEVEL E	B ROONEY, JAMES B.	01/09/2014	(586) 469-3303
GROUP LEVEL E	B RUEMENAPP, RAYMOND V.	01/15/2014	(586) 774-9787
GROUP LEVEL E	S SAFFORD, BEVERLY M.	12/17/2013	(586) 776-9500
GROUP LEVEL E	S SAOUD, ALAN J.	12/17/2013	(586)803-9900
GROUP LEVEL E	B SCHAF, BRIAN J	12/17/2013	(586)468-5477
GROUP LEVEL E	B SELBURN, BRIAN E.	12/17/2013	(586)871-9000
GROUP LEVEL E	S SHEIKH, KHALID M.	01/15/2014	(586)463-5821
GROUP LEVEL E	S SHERIGAN, ANGELA K	12/23/2013	(586)822-4220
GROUP LEVEL E	S SIMON, JOHN J.	01/09/2014	(586)771-0420
GROUP LEVEL E	S SINUTKO, DAVID M.	01/16/2014	(586)296-3292
GROUP LEVEL E	S SKURAS, G. DENO	01/02/2014	(586)954-3200
GROUP LEVEL E	B SMITH, KEVIN M.	01/17/2014	(586)772-5700
GROUP LEVEL B	B SPITZER, THOMAS L.	12/20/2013	(586)979-7270
GROUP LEVEL B	STECHSCHULTE, GEORGE E.	12/23/2013	(586)468-5151
GROUP LEVEL P	S STEPEK, MARK W.	12/27/2013	(586)649-7485
GROUP LEVEL B	STOCKYJ, PAUL	12/27/2013	(586)463-5987
GROUP LEVEL B	S STOTZ, THOMAS A.	12/23/2013	(586)465-4198
GROUP LEVEL B	TANK, CRAIG A	11/21/2013	(313)732-7134
GROUP LEVEL B	TEICHMAN JR, DONALD W.	01/13/2014	(888)518-5188
GROUP LEVEL B	VERNIER, STEVEN S.	12/23/2013	(586)772-5300
GROUP LEVEL B	WALTON, MATTHEW M.	01/15/2014	(586)469-9400
GROUP LEVEL B	WASZAK, DANIEL C.	01/02/2014	(586)491-7915
GROUP LEVEL B	WOJNECKA, JEFFREY J.	01/08/2014	(586)822-2200
	WOMACK, MARILYN ANN	01/17/2014	(586)337-5548
GROUP LEVEL B	WOMACK JR, P. DOUGLAS	01/17/2014	(586)566-8412
GROUP LEVEL B	WOODS, DAVID G.	01/17/2014	(586)344-0389

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Search Criteria C%lose GROUP LEVEL C %Open Group Attorney Name %Save Case Information %Print AC Case Number 2014-000364-CAP Associated Case Number Docket Code Judge 1 Appoint 2 Reject 3 Payment History Search Results 4 History Group Atty Name Last Appoint ₽hone Date (586)755-7401 (877)349-8338 (586)909-4680 GROUP LEVEL C WORDEN, DAVID 12/05/2013 GROUP LEVEL C WORTHY-WILLIAMS, SHEILA C. 11/26/2013 GROUP LEVEL C WRATHELL, MICHAEL R. 12/02/2013 (313)258-6696 GROUP LEVEL C WRATHER, TIMOTHY J. 12/02/2013 GROUP LEVEL C WRIGHT, JACQUELINE R 12/17/2013 (586)214-6007 (586) 214-6007 (586) 774-4161 GROUP LEVEL C YOUNG, ARTHUR M. 11/26/2013 (586) 573-7695 (586) 254-0098 GROUP LEVEL C ZALEWSKI, PAUL J 11/26/2013 GROUP LEVEL C ZEMKE, RYAN 11/26/2013 GROUP LEVEL C ZYBURSKI, PAUL F.
GROUP LEVEL C ABOUZEID, ZIAD N. (586)469-0150 (586)413-3559 12/02/2013 12/03/2013 GROUP LEVEL C AL-AWAMLEH, ASHRAF 10/09/2013 (313)706-2013 GROUP LEVEL C ALAYAN, CHRISTOPHER 12/02/2013 (586)329-3744 GROUP LEVEL C ALEX, JOSEPH A. 11/26/2013 (313)562-2750 (313)570-1200 (248)854-3948 GROUP LEVEL C ANDARY JR, RAYMOND J 12/02/2013 GROUP LEVEL C ARM, DANIEL 12/03/2013 GROUP LEVEL C ATTIA, MAYSSA GROUP LEVEL C BAIR, BENJAMIN G. (313)218-2047 (586)254-6133 01/17/2014 12/03/2013 GROUP LEVEL C BARATTA, CHRISTOPHER R. 12/04/2013 (586)469-1111 GROUP LEVEL C BARRABEE, JONPAUL 07/10/2013 (313)305-1233 GROUP LEVEL C BEAUPRE, ROBERT R. 12/03/2013 (248)563-8504 GROUP LEVEL C BECKER, STEPHEN 01/17/2014 (586)615-5617 GROUP LEVEL C BERNIER, JOEL A 12/04/2013 (586)463-5821 GROUP LEVEL C BIERNAT, JONATHAN C. (586)493~5377 12/04/2013 GROUP LEVEL C BLACK, JUSTIN 12/05/2013 (586) 207-2048 (248)330-4280 GROUP LEVEL C BLESSING, KATHLEEN R. 01/17/2014 GROUP LEVEL C BLUME, SEAN A. 12/04/2013 (586)463-4600 (586) 228-3906 GROUP LEVEL C BOMMARTIO, JENNA MARIE 12/05/2013 GROUP LEVEL C BOWDEN, JAMES T.
GROUP LEVEL C BOWSER, JAMES C. (586)747-3271 (586)465-2400 12/13/2013 12/06/2013 GROUP LEVEL C BOYD III, ROBERT J. 12/09/2013 (248)765-9000 GROUP LEVEL C BOYD III, ROBERT J.
GROUP LEVEL C BRENNAN, JAMES P.
GROUP LEVEL C BRIGHT, SCOTT E
GROUP LEVEL C BRUSS, JEFFREY JAMES
GROUP LEVEL C BURDI, CAREN M
GROUP LEVEL C BUTLER, MARK T.
GROUP LEVEL C CALVIN, RANDY LEE
GROUP LEVEL C CANU, ANDREW M
GROUP LEVEL C CAROLAN, R. J. 12/10/2013 (586)468-3700 12/16/2013 (586)468-6793 12/06/2013 (586)286-6505 12/20/2013 (586) 264-4800 (586) 493-4342 12/09/2013 12/13/2013 (586)463-5821 12/10/2013 (586)285-1700 01/03/2014 (586) 498 - 7531 (313)269-9005 GROUP LEVEL C CHERRY, D. MICHAEL 12/10/2013 GROUP LEVEL C CHRZANOWSKI, SUSAN R. 01/02/2014 (586)801-3558 GROUP LEVEL C CHUPA, JENNIFER
GROUP LEVEL C CHUPA, MICHAEL C.
GROUP LEVEL C CIARAMITARO III, JOSEPH P 12/10/2013 (586)574-2462 (586) 574-2462 12/10/2013 12/10/2013 (586) 286-4454 GROUP LEVEL C CICCHELLI, ERICA 10/16/2013 (248)552-9210 GROUP LEVEL C CLUTE, ERICA L 01/15/2014 (586) 795-8822 GROUP LEVEL C COMPTON, S WESLEY 12/12/2013 (586)604-6686 GROUP LEVEL C COMPTON, S WESHEL
GROUP LEVEL C COOK, RICHARD T.
GROUP LEVEL C CROMMILLER, MARK M.
GROUP LEVEL C CROSBY, ROBERT D
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GROUP LEVEL C CUSUMANO JR, FRANK A. 12/11/2013 (877)248-1132 12/11/2013 (586) 493 - 9753 (586) 948-2000 09/10/2013 12/11/2013 (586)453-3429 01/07/2014 (586) 453 - 4084 GROUP LEVEL C CZARNECKI II, JAMES E. 01/14/2014 (586)718-2345 GROUP LEVEL C DANIELS, NICKOLAS A. 12/17/2013 (586)668-1229 GROUP LEVEL C DARIN, NICKOLAS FERDINAND GROUP LEVEL C DEBUSSCHERE, ANDRE G. 12/11/2013 (313)274-6200 12/11/2013 (586) 268 - 7902 GROUP LEVEL C DECKER, RICK ALLEN 02/27/2013 (248) 977-8243 GROUP LEVEL C DETZLER, SHERRIEE L 12/11/2013 (586) 254-0089 GROUP LEVEL C DILLON, JOHN RYDER 12/13/2013 (586) 596-8689 GROUP LEVEL C DOTY II, TIMOTHY T 12/12/2013 (586)850-3010 GROUP LEVEL C DOVITZ, DOUGLAS S.
GROUP LEVEL C DUROSS, MARY C
GROUP LEVEL C EASTIN, LYNN J. 12/12/2013 (586)773-0911 12/12/2013 (586) 996-4482 12/12/2013 (586)415-7300 GROUP LEVEL C ELKHOURY, JOHN C 12/12/2013 (586)604-8011 GROUP LEVEL C ENGEL, SHYLER 12/16/2013 (347)674-9537 GROUP LEVEL C FEMMININEO, DAVID C. 01/14/2014 (586)954-9500 GROUP LEVEL C FERRARA, ANDREA J 12/30/2013 (586) 773 - 7767 GROUP LEVEL C FISCHER, CHRISTOPHER T
GROUP LEVEL C FREERS, DANA C.
GROUP LEVEL C FREERS-COLE, ERIN E. (586)466-1200 12/13/2013 01/06/2014 12/18/2013 (586) 795-4150 (586) 795-4150 GROUP LEVEL C FRIEDMAN, BRADLEY J. 12/16/2013 12/17/2013 (248)881-0069 GROUP LEVEL C FROBERGER, ANTHONY C (586)731-7670 GROUP LEVEL C GALEN, KATHLEEN G. 12/18/2013 (586) 447-8300 GROUP LEVEL C GALLAGHER, MARK E 10/23/2013 (586)468-3600

	GROUP	LEVEL	C GILLAIN, DONALD B.	01/21/2014	(586)954-9900
4.1	GROUP	LEVEL	C GOMEZ, LEONARDO	01/15/2014	(586)607-7026
	GROUP	LEVEL	C GORNIAK. JOHN F	01/06/2014	(586) 718-8603
	GROUP	LEVEL	C GOZE. ERIC M.	12/18/2013	(248) 765-8412
	GROUP	LEVEL	C GRAY, ROBERT R.	01/13/2014	(586) 754 - 7542
	GROUP	LEVEL	C GRECO, DOMINIC JOHN	12/19/2013	(313)523-0589
	GROUP	LEVEL	C GREENBLATT, SHELDON B.	10/25/2013	(586)498-9755
•	GROUP	LEVEL	C GRILLO, TANYA A	12/19/2013	(586)404-0262
	GROUP	LEVEL	GRIENBURG ROY	12/18/2013	(586) 757-6152
	GROUP	LÉVEL	GRIENBIRG ROY N	12/18/2013	(586) 757-6070
•	GROUP	LEVEL !	THADER ROBERT F	10/29/2013	(586) 469-0500
	GROUD	T.EVEL	THAPPICON CANDRA A	12/19/2013	(596) 469-6793
	CROUP	LEVEL (THREETON, SANDRA A	07/22/2013	(249)703-0515
	GROUP	LEVEL (THEDNORVA, BIODA	12/19/2013	(240)703-0313
	CROTTE	TEVEL (TUEGO DINIE D	10/20/2013	(506)305-5030
	CPOULD	LEVEL (THIS. POWARD D	01/23/2013	(500)203-3030 (E06)770-733E
	CROUP	TEVEL I	TUTTION TAMBE D	12/10/2014	(500) 170-1225 (E06) 777-7720
	GEOGE	TEVEL (THIRDER, CAMES R.	10/30/2013	(586) ///-//20
	CROUL	TEVEL (TUTDECU TAHDEM CHIDEDMAN	30/20/2013	(500) 445 · 0500
	CDOH	TEMPT (TILVUA THITE ANN	12/23/2013	(506)445 0000
	GROUP	LEVEL (HOFFMANN DAWN A	12/20/2013	(586) 944-6672
	GROUD	TEVEL (HOGAN JAMES T	12/20/2013	(586) 263-1600
	GROUP	LEVEL V	UOM KATUEDINE	12/23/2013	(240) 520 - 9000
	CROUP	TENET (CHOM, KAINEKINE	12/23/2013	(596)466 1300
	GROUP	TEAET (CHURDS ANDREW T	12/20/2013	(500)400-1200
	CROUP	TEART (I IDONG ANDREW O	10/15/2013	(580) 204-3756 (EDC) 000 0E0E
	GROUP	LEVEL (IRONS, ANDREA C	10/15/2013	(586) 933-3525
	GROUP	TEVEL (JANADIA, GAKI D	12/2//2013	(586) 776-0810
	CROUP	TEART (JANADIA, MICHAEL K	12/27/2013	(586) / /6-396 /
	GROUP	PEART (JARBOU, SANDI	12/2//2013	(586) 436-1300
	CROUP	TEAM (C GILLAIN, DONALD B. C GOMEZ, LEONARDO C GOMEZ, LEONARDO C GORNIAK, JOHN F C GOZE, ERIC M. C GRAY, ROBERT R. C GRECO, DOMINIC JOHN C GREENBLATT, SHELDON B. C GRILLO, TANYA A C GRUENBURG, ROY C GRUENBURG, ROY N. C HADER, ROBERT E. C HARRISON, SANDRA A C HERMIZ, MADANA MARRY C HESS, BLAIR D. C HILL, EDWARD R C HILLER, JAMES R. C HIRSCH, JONATHAN C. C HIRSCH, LAUREN SNIDERMAN C HOFFMANN, DAWN A C HOGAN, JAMES T. C HOW, KATHERINE C HOYUMFA, VINCENT P C HUBBS, ANDREW J C IRONS, ANDREA C C JANADIA, GARY D C JANADIA, MICHAEL K C JARBOU, SANDY C JELALIAN, JASON M. C JOHNSON, KEVIN C. C JOSEPH, EDWARD J. C JUNGEL, TIMOTHY R. C JURGEL, TIMOTHY R. C JURGEL, TIMOTHY R. C JURGEL, TIMOTHY R. C KENNEDY II, GARY F C KENNEDY, JOHN J. C KEAST, DOUGLAS A. C KENNEDY, JOHN J. C KIERPAUL, IAN C KITCHEN, MICHAEL ANTHONY C KORESKY, KEVIN G. C KRYSAK, KATHERINE A C KUFCHOCK, LIANE C KUSHNER, PAUL E. C LABUDA-SZYMANSKI, JAYNE M. C LACEY, MICHAEL J. C LASHIER, JESSICA M C LEONETTI, ROBERT A C LEPORE, ANNEMARIE MARINO C LOCHBILER, STEVEN C LONGMAN, BRIAN MICHAEL C LUNDQUIST, MICHELLE M C LUNDA MICHELLE M C LU	12/30/2013	(D00/30U+3300 (E0E)0EE_420E
	CDOTTO	TEART (TOODBE PROVED T	12/2//2013	(D00/000-4370 (E06/000 F474
	GROUP	PEARP (JUSEPH, EDWARD U.	12/30/2013	(586)822-54/4
	GROUP	LEVEL (JUENGEL, TIMOTHI R.	12/30/2013	(810)397-7268
	GROUP	TEART (CONCEAR, WILLIAM	12/27/2013	(586)344-1762
	GROUP	PEAET (KANER, JON C.	12/27/2013	(586) 574-0020
	GROUP	TEART C	KEAST, DOUGLAS A.	12/27/2013	(586)899-4342
	GROUP	PEARP (KENNEDY II, GARY F	12/27/2013	(586)580-1942
	GROUP	PEAEP (KENNEDY, JOHN J.	12/30/2013	(586)801-7704
	GROUP	PEART C	KIERPAUL, IAN	12/30/2013	(313)410-5735
	GROUP	TEAET (KITCHEN, MICHAEL ANTHONY	12/30/2013	(586) 954-4675
	GROUP	LEVEL (C KORESKY, KEVIN G.	12/30/2013	(586)773-2100
	GROUP	LEVEL (: KROT, ALEXIS G.	01/02/2014	(313) 962-7777
	GROUP	LEVEL (: KRYSAK, KATHERINE A	01/02/2014	(586) 954 - 9500
	GROUP	LEVEL C	: KUFCHOCK, LIANE	01/02/2014	(586) 925-1460
	GROUP	LEVEL (KUSHNER, PAUL E.	01/02/2014	(586) 413-0141
	GROUP	LEVEL (: LABUDA-SZYMANSKI, JAYNE M.	01/03/2014	(586)615-3526
	GROUP	LEVEL (LACEY, MICHAEL J.	01/06/2014	(313)343-5630
•	GROUP	LEVEL C	LASHIER, JESSICA M	01/03/2014	(586)872-8979
	GROUP	TEAET (LEONETTI, ROBERT A	01/03/2014	(586)493-9336
	GROUP	TEAET C	LÉPORE, ANNEMARIE MARINO	01/03/2014	(586) 783-3300
	GROUP	LEVEL C	LOCHBILER, STEVEN	01/03/2014	(810)488-2834
	GROUP	TEAET C	LONGMAN, BRIAN MICHAEL	01/02/2014	(586)268-8518
	GROUP	TEAET C	LUEDKE, SCOTT L.	01/08/2014	(586) 258-8763
	GROUP	LEVEL C	LUNDQUIST JR, ERIC O.	01/02/2014	(586)979-5001
	GROUP	LEVEL C	LUEDKE, SCOTT L. LUNDQUIST JR, ERIC O. LUNDQUIST, MICHELLE M LUPO, VICTORIA P. LYNCH, KEVIN R MACHASIC, THOMAS JACOB MANZELLA, VINCENZO MARJI, LAURA I	01/02/2014	(586)979-5000
	GROUP	LEVEL C	LUPO, VICTORIA P.	01/03/2014	(586)795-4455
	GROUP	TEAET C	LYNCH, KEVIN R	01/03/2014	(586)336-1088
	GROUP .	LEVEL C	MACHASIC, THOMAS JACOB	01/06/2014	(586)493-1177
	GROUP	reaer c	MANZELLA, VINCENZO	01/06/2014	(586) 228-3900
	GROUP :	LEVEL C	MARJI, LAURA I	01/06/2014	(586)468-7016
	GROUP :	PEAEP C	MCALPINE, WARREN E.	01/06/2014	(313)868-4529
	GROUP	PEAET C	MCBREARTY JR, WILLIAM R.	01/07/2014	(313)823-2378
	GROUP	LEVEL C	MARJI, LAURA I MCALPINE, WARREN E. MCBREARTY JR, WILLIAM R. MCKINNEY, JULIA I	01/07/2014	(586)463-3656
	GROUP :	LEVEL C	MCLATCHER, MARIELL REBEKAH	01/08/2014	(586)580-7634
	GROUP :	LEVEL C	MEHANNA, ALYIA HAKIM	01/09/2014	(586)415-4900
	GROUP :	LEVEL C	MENKEN, STEVEN A	01/07/2014	(248)722-2027
	GROUP :	LEVEL C	MERLO, CHARLES M.	01/07/2014	(586)774-4888
	GROUP :	LEVEL C	MERRELLI, ROBERT	11/08/2013	(586)465-4900
	GROUP :	LEVEL C	MICHRINA, JOHN M	01/15/2014	(586)822-4720
	GROUP 3	LEVEL C	MILBRAND, DAYNA	01/08/2014	(586)465-3610
	GROUP 1	LEVEL C	MISUKEWICZ, PAUL M	01/07/2014	(586)731-7411
	GROUP 1	PEAET C	MISURACA, ANTHONY L.	01/08/2014	(586)530-0436
	GROUP 1	reaer c	MORGAN, CORA L	01/08/2014	(586) 209-4069
	GROUP 1	TEAET C	NEAL, DORIS L.	01/07/2014	(248)421-6131
	GROUP 1	reaer c	O'MARA, SEAN R	01/07/2014	(313)310-6233
1	GROUP I	LEVEL C	OGLETREE, AARON	01/07/2014	(313)702-1166
1	GROUP I	LEVEL C	PARNELL JR, JOHN R.	01/09/2014	(586)445-0110
•	GROUP I	LEVEL C	PAULL, DOLORA A.	01/10/2014	(586)463-1667
•	GROUP I	LEVEL C	PELKEY, KEVIN G.	11/14/2013	(734) 255-6843
	GROUP I	LEVEL C	PELLECCHIA, MARK A.	12/20/2013	(586)532-1144
(GROUP I	LEVEL C	PENZIEN, CHARLES M	01/10/2014	(586)464-1900
(GROUP 1	LEVEL C	PETERS, JANET A	01/10/2014	(586)354-5203
(GROUP I	LEVEL C	PETERSMARCK JR, GEORGE E.	01/10/2014	(586)359-6680
•	GROUP I	PEAET C	POLLARD, JUSTIN T	01/10/2014	(586)992-3195
•	GROUP I	LEVEL C	PUTRYCUS, DAVID P	01/10/2014	(313)632-0809
(GROUP I	TEAEP C	RABAUT, WILLIAM F.	01/13/2014	(586) 778 - 2730
(GROUP I	EVEL C	RANCILIO, RACHEAL	01/14/2014	(586)466-1200
(GROUP I	LEVEL C	REAMS, DAVID A	01/17/2014	(248)376-2840
(GROUP I	LEVEL C	REYNOLDS, RICHARD F.	01/14/2014	(586)465-4900
(GROUP I	LEVEL C	RUMORA, MATTHEW R.	01/15/2014	(313)881-4662
(GROUP I	LEVEL C	SCHLAFF, JAMES B.	01/14/2014	(313)506-3524
(GROUP I	LEVEL C	MCBREARTY JR, WILLIAM R. MCKINNEY, JULIA I MCLATCHER, MARIELL REBEKAH MEHANNA, ALYIA HAKIM MENKEN, STEVEN A MERLO, CHARLES M. MERRELLI, ROBERT MICHRINA, JOHN M MILBRAND, DAYNA MISUKEWICZ, PAUL M MISURACA, ANTHONY L. MORGAN, CORA L NEAL, DORIS L. O'MARA, SEAN R OGLETTEE, AARON PARNELL JR, JOHN R. PAULL, DOLORA A. PELKEY, KEVIN G. PELLECCHIA, MARK A. PETERS, JANET A PETERSMARCK JR, GEORGE E. POLLARD, JUSTIN T PUTRYCUS, DAVID P RABAUT, WILLIAM F. RANCÍLIO, RACHEAL REAMS, DAVID A REYNOLDS, RICHARD F. RUMORA, MATTHEW R. SCHLAFF, JAMES B. SCHNEIDER, KEVIN M	01/14/2014	(586)226-3100

	GROUP	LEVEL	C SCHOCK, BENJAMIN A. C SCHUELLER, GREGORY P. C SCOTTA, ANTHONY J	01/15/2014	
4.1	GROUP	LEVEL	C SCHUELLER, GREGORY P.	01/17/2014	(248)391-9003
	GROUP	LEVEL	C SCOTTA, ANTHONY J	01/15/2014	(586)773-7002
	GROUP	LEVEL	C SHAW, CHARLES R	01/15/2014	(586)226-3805
	GROUP	LEVEL	C SHINNEMAN, KYMBERLY M	01/16/2014	(586)739-4969
	GROUP	LEVEL	C SINGH, GAUTAM BIR	01/16/2014	(248)850-2292
	GROUP	LEVEL	C SMITH, LARRY O.	01/21/2014	(866)585-1313
	GROUP	LEVEL	C SCOTTA, ANTHONY J C SHAW, CHARLES R C SHINNEMAN, KYMBERLY M C SINGH, GAUTAM BIR C SMITH, LARRY O. C SMITHSON, NICOLE M. C SOAVE, ENRICO E. C SPRYSZAK-HANNA, MARYANNE	01/17/2014	(248)520-5432
	GROUP	LEVEL	C SOAVE, ENRICO E.	11/20/2013	(734)469-4894
	GROUP	LEVEL	C SPRYSZAK-HANNA, MARYANNE	01/16/2014	(586)293-3040
	GROUP	LEVEL	C STEARNS, ROBERT R.	08/27/2013	(586)751-0700
	GROUP	LEVEL	C STEPHENS, ELLIOT	11/21/2013	(586)883-2811
	GROUP	LEVEL	C STONE, JEFFREY J.	01/16/2014	
	GROUP	LEVEL	C STONE, KRISTIN A.	01/17/2014	(586)822-4224
	GROUP	LEVEL	C SPRYSZAK-HANNA, MARYANNE C STEARNS, ROBERT R. C STEPHENS, ELLIOT C STONE, JEFFREY J. C STONE, KRISTIN A. C STREEFKERK, RYAN DANIEL C SUNISLOE, BRYAN A. C TALWAR, MANVINDER S. C TANUELLAN, JAMES A.	01/17/2014	(586)531-7938
	GROUP	LEVEL	C SUNISLOE, BRYAN A.	09/30/2013	(586)463-0300
	GROUP	LEVEL	C TALWAR, MANVINDER S.	01/17/2014	(586)244-8578
	GROUP	TEAET	C TANIELIAN, JAMES A	11/20/2013	(586)954-9500
	GROUP	TEAET 4	C TAYLOR, GENEVIEVE LYNN	01/16/2014	(586)350-6044
	GROUP	LEVEL (TEKLINSKI, MARK H.	01/16/2014	(586)573-4144
	GROUP	LEVEL (C TKACZYK, EVA	01/21/2014	
	GROUP	LEVEL (C TOMLINSON, LARRY	11/20/2013	
	GROUP	LEVEL (TALWAR, MANVINDER S. TANIELIAN, JAMES A TAYLOR, GENEVIEVE LYNN TEKLINSKI, MARK H. TKACZYK, EVA TOMLINSON, LARRY TORRICE, MARK J.C. TORRICE, PETER A. TRIPLETT, REGINA TRUJANOWSKI, EDWARD TRUBA, WILLIAM L. UHLAR, CARL R UNGER, N. RICK VAINIK, MELISSA N. VANDEVREDE, JUSTIN D VANTIEM, VINCENT T VERA, PHILIP G VINCENTINI, LUCINDA M.	12/20/2013	(586)773-3455
	GROUP	LEVEL (C TORRICE, PETER A.	01/17/2014	(586)285-1700
	GROUP	LEVEL (TRIPLETT, REGINA	01/21/2014	(313)34 7 -5 1 54
	GROUP	LEVEL (TROJANOWSKI, EDWARD	12/18/2013	(586)465-2200
	GROUP	LEVEL (C TRUBA, WILLIAM L.	01/21/2014	(586)226-8955
	GROUP	LEVEL (C UHLAR, CARL R	08/15/2013	(586)321-5010
	GROUP	LEVEL (UNGER, N. RICK	01/15/2014	(586)574-0020
	GROUP	LEVEL (C VAINIK, MELISSA N.	11/21/2013	(248)931-4415
	GROUP	LEVEL (: VANDEVREDE, JUSTIN D	01/15/2014	(586)469-0900
	GROUP	LEVEL (C VANTIEM, VINCENT T	12/09/2013	(313)642-1565
	GROUP	LEVEL (C VERA, PHILIP G	11/22/2013	(586)203-2452
	GROUP	LEVEL (C VINCENTINI, LUCINDA M.	01/13/2014	(248)252-2157
	GROUP	LEVEL (C VITALE, ROBERT J	10/03/2013	(586)725-0400
	GROUP	LEVEL (WALDHORN, KENNETH M.	11/25/2013	(248)259-6098
	GROUP	LEVEL (WASSEL, IRENE S.	11/26/2013	(888)899-7530
	GROUP	TEAET (C VITALE, ROBERT J C WALDHORN, KENNETH M. C WASSEL, IRENE S. C WAXENBERG, VICKI R. C WEBERMAN, JEFFREY S. C WILLIAMS, LAWRENCE A.	11/26/2013	(586)574-0589
	GROUP	LEVEL (WEBERMAN, JEFFREY S.	01/17/2014	(586)693-5592
	GROUP	TEAET (WILLIAMS, LAWRENCE A.	11/25/2013	(248)227-0949
•	GROUP	TEAET (WOMACK, MICHAEL J	01/17/2014	(586)566-8412

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INDIGENT FEE SCHEDULE

MACOMB COUNTY CIRCUIT COURT

A. <u>Purpose of Schedule</u>

This is a schedule of the reasonable fees normally granted pursuant to MCL 775.16 to compensate attorneys appointed to represent indigent persons by the Macomb County Circuit Court. It is designed to take into account the responsibility of members of the Bar, as officers of the Court, to strive to protect the rights of citizens charged with a crime and recognizes the responsibility of the Bar to the public.

B. Who May Be Appointed

- 1. In order to receive indigent criminal felony assignments an attorney must be a member in good standing on the Indigent Assignment List.
- 2. Attorneys must apply to the Indigent Assignment List Selection Committee through the Judicial Aide Office to be placed on the Indigent Assignment List. The Indigent Assignment List Selection Committee reviews the attorney's application. When approved, the attorney is placed on the Indigent Assignment List. Any attorney seeking an upgrade of their appointment level must apply for an upgrade to the Indigent Assignment List Selection Committee through the Judicial Aide Office.

C. Request For Payment

- 1. All requests for payment must be submitted to the Judicial Aide Office on the Request For Payment of Court Appointed Attorney Fees form.
- 2. A request for payment must be made within 6 months from the conclusion of the case.
- 3. In the event a sentence is deferred for 6 months or more or in the event the defendant absconds while on bond, an attorney may submit an interim billing (please clearly mark the bill "interim"). The attorney should retain a copy of the order of appointment for the final billing.
- 4. If the indigent defendant hires private counsel to replace appointed counsel, a copy of the order of substitution must be included with any billing that is submitted after the completion of services.

D. Habitual Charges

No additional payment is allowed for habitual charges under the fee schedule except for proceedings subsequent to the underlying case. A habitual charge is viewed as an added count, not a separate case.

E. Other and Extraordinary Services

- 1. Judicial Aide is to review requests for payment for other/extraordinary services. If counsel is not satisfied by the disposition of a request for payment for other/extraordinary services, counsel may make a motion before the judge assigned to the case.
- 2. If an attorney seeks extraordinary assistance, such as an investigator, psychologist or other professional consultation which requires the expenditure of County funds, a request must be made to the judge assigned to the case, by written motion, and permission must be obtained by written order. The order shall state that the consultant is allowed to bill up to a specific dollar amount. This limitation shall not be exceeded without a further order from the judge.

F. All fees in this schedule include amounts for preparation and appearance in court unless specifically noted otherwise.

1.	Initial Preparation of a file, including interview, research, investigation and bill of particulars (this fee does not apply to line-ups, appeals or probation violation proceedings)				
2.	Line Up				
	In Macomb County Out of Macomb County	\$ 50.00 \$100.00			
3.	Waiver of Preliminary Examination	\$ 50.00			
4.	Plea or dismissal instead of Preliminary Examination	\$100.00			
5.	Preliminary Examination				
	Half Day Non-Capital case Half Day Capital case Full Day Non-Capital case Full Day Capital case	\$125.00 \$150.00 \$175.00 \$200.00			
6.	Waiver of Circuit Court Arraignment	\$ 50.00			
7.	Circuit Court Arraignment/First Conference	\$100.00			
8.	Pretrial conference actually conducted				
9.	Appearance resulting in remand to district court	\$ 50.00			

10. Motions Wade, Walker, Expert Witnesses, HYTA/7411, Remand to District Court, Withdraw/Withdraw of Plea. In Limine, Forensic, Discovery, Quash, Suppress and Other Motions \$ 50.00 11. Research in support of a motion which requires research \$125.00 12. Oral argument on motion \$ 75.00 13. Conducting evidentiary hearing (circuit court, with witness(es) per half-day) \$100.00 14. Adjournment of any scheduled event not attributable to appointed counsel where counsel actually appeared \$ 50.00 15. Guilty plea in circuit court (including all preparation, research, Deviation request, etc.) Non Capital \$250.00 Capital \$350.00 16. Circuit Court trial or dismissal on day of trial (includes preparation and appearance per day) Non-Capital (FH) Case (per diem) \$350.00 Capital (FC) Case (per diem) \$500.00 17. Advisory or Paternity Trial Counsel Half-Day (per diem) \$100.00 Full-Day (per diem) \$200.00 18. Sentencing on day of plea (Circuit and District Courts) in addition to plea fee \$ 50.00 19. Sentencing on subsequent \$100.00 20. Deferred sentence or review of plea taken under advisement \$100.00

\$125.00

\$100.00

Probation Violation proceeding (including preparation, appearance

Domestic Hearing (no initial preparation fee)

21.

22.

and sentence)

23.	Appearance at Arraignment on Bench Warrant (no initial preparation fee)	\$ 75.00
24.	Extradition Proceedings (per hour fee)	\$ 25.00
25.	Extraordinary Services (per hour fee), with itemized statement	\$ 25.00
26.	Other miscellaneous services (per hour fee) with itemized statement	\$ 25.00
27.	Appeals (per hour)	\$ 25.00

SIMULTANEOUS SERVICES

If counsel is appointed to represent a defendant in more than one case and counsel performs simultaneous services on two cases or more, payment is as follows:

The full amount of the fee schedule is paid for the 1st case

The amount of the fee schedule is reduced by 50% for the 2nd case

The amount of the fee schedule is reduced by 75% for the 3rd case

No additional compensation is given for the 4th or any other additional simultaneous cases.

Separate billing forms are to be prepared for each simultaneous case number, with a copy of order appointing and the box checked as to each simultaneous case (i.e., 2^{nd} , 3^{rd}).

<u>APPEALS</u>

Attorneys are appointed to work on appeals under the rules of the Michigan Appellate Assigned Counsel System. Requests for payment for work on appeals are to be submitted on the forms supplied by the Michigan Appellate Assigned Counsel System. Attorneys are compensated at an hourly rate of \$25.00. Attorneys are compensated for travel time at the hourly rate instead of mileage. Do not submit billings for mileage.

STATE OF MICHIGAN

MACOMB COUNTY CIRCUIT COURT

In re: Appointment of Couns	el	
for Indigent Parties		Administrative Order 2010 -
	1	

This Administrative Order governs the selection, appointment, and compensation of counsel who represent indigent parties in the Macomb County Circuit Court pursuant to MCR 8.123. Local Administrative Order 2008-1 is rescinded.

- I. The following indigent Assignment Lists will be maintained:
 - A. Civil/Criminal Division assignment list, with the following sub-lists:
 - i. "A" level Those who represent persons charged with capital offenses with a potential sentence of imprisonment for life.
 - ii. "B" level Those who represent persons charged with major felony offenses with a potential sentence of imprisonment more than five years to less than life.

1

- iii. "C" level Assignments with a potential sentence up to and including five years imprisonment.
- B. Family Division Assignment List

Those who are willing to represent individuals in domestic relations proceedings where counsel needs to be appointed by law.

C. Juvenile Division Assignment List, with the following sub-lists:

Those who are willing to represent persons in:

- i. Saturday on-call proceedings
- ii. Parental by-pass matters
- iii. Neglect proceedings
- iv. Delinquent protective proceedings
- v. Appellate proceedings
- vi. Diversion cases
- D. The Chief Judge may create additional assignment lists or additional categories within any of the existing lists after consultation with the Macomb County Bar Association or Bar Association Committee identified in Section III (A) of this Order.
- II. Administration of the Appointed Counsel Program

The Chief Judge shall administer the appointed counsel program. The assignment lists created pursuant to this Order shall be maintained by a person or persons designated by the Circuit Court Administrator.

III. Method of Selecting Attorneys for the Assignment Lists

- A. Indigent Assignment List selection committees shall be appointed by the Chief Judge as needed to make appointments to the lists.
 - i. The Civil/Criminal and Domestic Indigent Panel Committee shall be made up of two judges of the Macomb County Circuit Court and three members of the Macomb County Bar Association, nominated by the President of the Macomb County Bar Association.
 - ii. The Juvenile Division Indigent Panel Committee shall be made up of one judge of the Macomb County Circuit Court, two Juvenile Division representatives, and three members of the Macomb County Bar Association, nominated by the President of the Macomb County Bar Association.
- B. Each Committee shall meet, as needed, to review the applications of attorneys applying to be appointed to an Indigent Assignment List or a sub-list to determine their qualifications to be appointed.
- C. Attorneys wishing to be appointed to an Indigent Assignment List or a sub-list shall apply by filing an application at the Judicial Aide Office. Applications are available in Judicial Aide or on the Court's website.
- D. Attorneys shall be notified in writing of the action taken by a Committee.
- E. An attorney who is not appointed, following proper application, may appeal in writing to the Chief Judge within 30 days of mailing of the notice of the action of the Committee. There will be no oral argument. The Chief Judge shall inform the applicant of the decision in writing.

IV. General Rules

- A. All attorneys applying to be appointed to an Indigent Assignment List must be members in good standing of the State Bar of Michigan and the Macomb County Bar Association.
- B. Attorneys on the Civil/Criminal list must have their principal office located in Macomb County. "Principal Office" shall be defined as the attorney's physical business office. Attorneys who do not have an actual business office may apply through the Office of Judicial Aide for consideration. They will be considered on a case by case basis. If denied selection for appointment to an Indigent

Assignment List based upon the "Principal Office" requirements; a written appeal may be made to the Chief Judge.

- C. Applicants must notify Judicial Aide of any address updates.
- D. In order to be placed on an Indigent Assignment List, all attorneys must have attended a basic skills seminar on practicing law in Macomb County in the area of law relevant to the list to which the attorney seeks appointment.
 - i. Civil/Criminal applicants must attend the basic law seminar offered by the Macomb County Bar Association.
- ii. Juvenile applicants must attend the neglect/abuse and delinquency seminar offered by the Macomb County Bar Association.
- Domestic applicants must attend a basic skills seminar on domestic law offered by ICLE, Oakland County, or other accredited program.
- E. In order to remain on an Indigent Assignment List, attorneys must attend continuing education programs consisting of at least one seminar or three miniseminars per year covering the area of law relevant to the list or lists to which the attorney is appointed.
- F. The continuing education requirements of this section may be satisfied by documentation of attendance at relevant seminars through the Macomb County Bar Association, the Institute for Continuing Legal Education, Oakland County Bar Association or other organization offering recognized continuing legal education. Documentation of attendance must be provided to the Macomb County Bar Association. If there is a disagreement as to whether particular education should be recognized, the decision of the Chief Judge shall be final.

V. Nature of Appointments and Substitutions

- A. Appointments to cases are to the individual appointed; not a firm, partnership or association of attorneys.
- B. The temporary substitution of another attorney to cover the appointed attorney is not permitted unless in emergency situations and with the consent of the judge or judicial officer assigned the case. Any proposed substitute must be an attorney on the appropriate list. If excessive substitutions are noticed by the Court, it will be reported to the appropriate committee for further investigation and possible action as detailed in Section XI.
- C. If consent is granted, the substituting attorney must be prepared at any proceedings on the case. Failure to comply may result in the removal of the appointed attorney from the applicable list and the appointment of replacement counsel. The substituting attorney may be sanctioned, as well, if appropriate.

- D. Attorneys shall appear on time for all hearings and trials. If an attorney is delayed by an emergency, the assigned judge or judicial officer must be notified. Failure to appear on time without good cause may result in a sanction(s) or discipline, including removal from the case, appointment of substitute counsel and/or removal from the appropriate list(s).
- E. Attorneys must contact their clients prior to all hearings and trials and must direct them to be present on all required occasions.
- F. Attorneys must dress appropriately for all court proceedings and must advise their clients to also dress appropriately.

VI. Qualifications

A. Qualifications for the Civil/Criminal Division List

- i. Attorneys applying to be counsel in "A" level capital cases must have current and extensive experience in representing individuals in major felony and capital criminal cases, including experience in the Macomb County Circuit Court. They must have shown competence and diligence in their representation of parties in prior cases.
- Attorneys applying to be counsel in "B" level major felony cases must have current and substantial experience in representing individuals charged with offenses with a potential sentence in excess of five years, including experience in the Macomb County Circuit Court. They must have shown competence and diligence in their representation of parties in prior cases.
- iii. Attorneys applying to be counsel in "C" level cases with a potential sentence less than five years must have sufficient knowledge and ability to represent indigent parties in these cases with competence and diligence.

B. Qualifications for the Family Division List

Attorneys applying to be counsel in domestic relations cases within the Family Division must have substantial and relevant experience in representing individuals in domestic relations proceedings for which counsel must be appointed by law, including experience in the Macomb County Circuit court. They must have shown competence and diligence in the cases in which they have appeared.

C. Qualifications for the Juvenile Division Last

Attorneys applying to be counsel in juvenile division cases must have substantial and relevant experience in representing individuals in juvenile matters, including experience in the Macomb County Circuit Court. They must have shown competence and diligence in the cases in which they have appeared.

Attorneys appointed to represent children in protective proceedings must interview children, consult with case workers and foster parents, and comply with all provisions of MCR 3.915.

- i. Attorneys must be admitted to the State Bar of Michigan for a minimum of one (1) year before receiving case assignments on Delinquency proceedings.
- ii. Attorneys must have successfully handled cases for three (3) years in Delinquency proceedings before receiving case assignments in Neglect proceedings.
- iii. Attorneys must have successfully handled cases for a minimum of (5) years in Neglect proceedings and represented **both** parents and children before receiving case assignments in Appellate proceedings, Saturday On-Call assignments, Parental By-Pass matters, or Diversion cases.

D. Qualifications for the Diversion Assignment List

Attorneys applying to be counsel in juvenile diversion cases within the Family Division must have substantial and relevant experience in representing individual(s) juvenile matters, including experience in the Macomb County Circuit Court. They must have shown competence and diligence in the cases in which they have appeared.

- i. Attorneys must have successfully handled cases in Neglect proceedings for a minimum of (5) years and represented **both** parents and children before receiving case assignments on the Diversion Assignment List.
- ii. Approval must be given by the a designee appointed by the Chief Judge.
- Applicants must observe at least three (3) sessions conducted by a current Diversion attorney.

VII. Process for Appointment of Counsel to Cases

- A. All appointments from the Indigent Assignment Lists shall be by rotation. The staff assigned to contact attorneys shall follow the procedures established by the Court.
- B. The Chief Judge, in an unusual, appropriate situation where the best interests of justice would be served by such action, may appoint counsel out of rotation from the Indigent Assignment List or may appoint counsel not presently on the list. Reasons for such action shall be stated either on the record or in the order appointing counsel.
- C. In exigent circumstances, a judicial officer may appoint counsel, on the record or in a order, to represent an indigent party immediately when it serves the interests of justice and it is not practical to delay proceedings in order to appoint from the appropriate Indigent Assignment List.

- D. In criminal and domestic cases, persons seeking appointment of counsel on their behalf shall make application on a form provided by Judicial Aide and shall provide adequate financial and personal information to demonstrate their indigence. The Chief Judge shall appoint counsel after receiving an application and determining indigence.
- E. In Juvenile Division matters, counsel shall be appointed when required by law. Otherwise, persons seeking appointment of counsel on their behalf shall make application on a form provided by Judicial Aide and shall provide adequate financial and personal information to demonstrate their indigence. The Chief Judge shall appoint counsel after receiving an application and determining indigence.

VIII. Repayment of Appointed Counsel Costs

Individuals for whom counsel has been appointed must reimburse Macomb County for the costs incurred on their behalf. Collection action will take into account ability to pay.

IX. Compensation of Counsel

- A. Indigent Fee Schedules shall be adopted for the compensation of attorneys appointed to represent indigent parties in the Macomb County Circuit Court and approved by the Chief Judge. The Indigent Fee Schedules shall compensate counsel on a case segment or hourly basis. The Indigent Fee Schedules shall be reviewed by the Chief Judge periodically.
- B. In criminal cases, counsel shall submit a Request for Payment at least two weeks prior to the sentencing and shall include the normal fee for said hearing. A supplemental Request for Payment may be submitted should there be additional work performed.
- C. In civil, domestic relations and appellate cases, counsel shall submit a Request for Payment at the conclusion of their service.
- D. In juvenile cases, counsel shall submit Request for Payment immediately following the disposition hearing. A supplemental Request for Payment may be submitted should there be additional work performed. In Diversion cases, counsel shall submit Request for Payment at the conclusion of their service.
- E. Request for Payment shall be submitted on the current version of the Macomb County Circuit Court Request for Payment of Court Appointed Attorney fees form (for the particular subject area) and include the information required by that form. Request for Payment without the information will be returned for correction. Forms may be obtained from Judicial Aide or downloaded from the

Court's website. Other formats will not be accepted. Copies of Orders of Appointment and Orders of Substitution, if any, must be included with all Requests for Payment.

- F. In the event a sentence is deferred for six (6) months or more or in the event the defendant absconds while on bond, an attorney may submit an interim Request for Payment (must be clearly marked "interim").
- G. Attorneys who fail to comply with the Request for Payment deadlines may, as determined by the Chief Judge or his/her designee, have their compensation per case submitted reduced as follows:
 - i. If a Request for Payment is received by Judicial Aide after the date the Request is due under this Order, but less than one year after the date it is due, compensation shall be reduced by 20%;
 - ii. If a Request for Payment is received one year or more after the due date, but less than three years after the due date, compensation shall be reduced by a total of 50%; and,
- iii. If a Request for Payment is received three years or more after the due date, the attorney shall not be compensated.
- H. If counsel is appointed to represent a defendant in more than one case and counsel performs simultaneous services on two cases or more, payment is as follows:
 - i. 1st case The full amount of the fee requested, if approved, is paid.
 - ii. 2^{nd} case The amount of the fee requested is reduced by 50%.
 - iii. 3rd case The amount of the fee requested is reduced by 75%.
 - iv. 4th case or more No additional compensation is paid.

Separate Request for Payment forms are to be prepared for each simultaneous case number, with a copy of the Order Appointing and the box checked as to each simultaneous case (i.e. 2^{nd} , 3^{rd}).

I. Extraordinary Services

- i. Fees above and beyond the normal fee schedule are paid only for "extraordinary" services. This contemplates efforts clearly above and beyond the ordinary that are reasonably necessary in defense of the individual. The attorney must include an itemization of services performed.
- ii. Requests for payment of extraordinary services must be submitted to Judicial Aide for review and decision as to the amount, if any, appropriate under the circumstances. If Judicial Aide denies a request or approves less than the amount requested, it shall notify the attorney in writing.
- iii. An attorney aggrieved by a decision of Judicial Aide on extraordinary services may seek review by the judge assigned to the case. The attorney

shall include Judicial Aide's written decision as part of the request for review.

X. Reviewing Performance, Sanctioning and Removing Counsel from Lists

- A. The performance of counsel will be reviewed by each Committee. In addition, each Committee may require any or all members of the list it reviews to reapply and demonstrate continued qualification to serve on the list.
- B. Complaints about appointed counsel shall be made to the Chief Judicial Aide. If immediate action is not necessary, the Chief Judicial Aide shall forward complaints to the appropriate Committee. The Committee shall evaluate the complaint and take the action it deems appropriate. If immediate action is necessary, the Chief Judicial Aide can temporarily suspend an attorney from further appointments and/or take other action appropriate to the circumstances. The Chief Judicial Aide shall submit the circumstances to the Committee for evaluation and appropriate action within a reasonable time.
- C. An Attorney may be sanctioned, suspended, or removed from a list or lists by the Chief Judge at any time, with or without input from the Committee, for violation of the terms of this Order, incompetency, lack of diligence, consistent unavailability to serve, violation of Court policies, or other good cause.
- D. This Order does not limit the authority of the judge or judicial officer assigned to a case to sanction, remove, or replace an attorney.
- E. Failure to immediately notify the Court, through notification to the Judicial Aide, of a sanction, suspension or discipline from the State Bar of Michigan will result in removal from the list(s).

XI. Appeal

- A. An attorney who is denied an appointment or upgrade or who is sanctioned, suspended or removed from a list by a committee or the Chief Judicial Aide may seek review of the decision by the Chief Judge in writing within 30 days of the decision. A hearing need not be allowed. The Chief Judge shall make a decision in writing or on the record.
- B. An attorney who is sanctioned by a judge or judicial officer assigned to a case may seek relief allowed by law. He or she may not seek review by the Chief Judge under this section.
- C. In the event an attorney wants to appeal a reduction in their Request for Payment or Extraordinary Services within 30 days of the decision, they may appeal in writing to the Chief Judge, there will be no oral arguments. A decision by the Chief Judge will be given in writing.

XII. Appellate Appointments

Attorneys are appointed to work on criminal appeals under the rules of the Michigan Appellate Assigned Counsel System (MAACS). Request for payment for work on appeals are to be submitted on the forms supplied by the Michigan Appellate Assigned Counsel System. Attorneys are compensated at an hourly rate established by the Chief Judge. Attorneys are compensated for travel time at the hourly rate instead of mileage. Do not submit Request for Payment for mileage.

XIII. Maintenance of Records

- A. The Court shall compile an annual report of the information required by MCR 8.123 (D) at the end of each calendar year.
- B. The annual report or reports will be available for inspection by the public, without charge, at the office of the Circuit Court Administrator within normal business hours. A person seeking access to the reports must provide identification and may only review the reports in the lobby of the Circuit Court Administrator's Office under the reasonable supervision of staff to safeguard the contents of the reports.
- C. A person may receive a copy of an annual report or reports upon the payment of a reasonable fee in accordance with the Court's Local Administrative Order pursuant to MCR 8.119(E).
- D. Records will be maintained pursuant to schedule 16.

XIV. This order repeals Local Administrative Order 2008-1.

This Order shall take effect upon approval by the State Court Administrative Office.

Mark S. Switalski, Chief Judge

Dated: 2.18.10

AGREEMENT DEFENSE SERVICES

THIS AGREEMENT is made the 15th day of November, 2013 by and between the 17th CIRCUIT COURT, hereinafter referred to as the "Court" and, Christina Mims hereinafter referred to as "Attorney".

WHEREAS, the 17th Judicial Circuit Court is in need of a just and effective system for providing attorneys to defend those individuals who are charged with felony offenses and who cannot retain private counsel due to indigency; and

WHEREAS, the system which appears to offer the most satisfactory fulfillment of that need is that of an Agreement between the 17th Circuit Court and attorneys to provide such services as may be needed; and

WHEREAS, the attorneys represent that they are duly licensed to practice law in the State of Michigan and are ready, willing and able to provide such services as may be needed on a contractual agreement basis.

NOW THEREFORE, it is agreed between the parties to this agreement that the Attorney provide for the Court, representation for indigent individuals charged with felony offenses, according to the following terms and conditions:

PERIOD OF AGREEMENT

1. The period of this Agreement shall be from January 1, 2014 through and including December 31, 2014, subject to paragraphs 2, 21, and 22.

SERVICES OF ATTORNEY

- 2. During the period of this Agreement the Attorney agrees to provide complete legal defense representation for each criminal defendant who has been determined to be indigent and for whose defense the Attorney has been appointed pursuant to this Agreement. Such services include appearance at preliminary examination, arraignment in Circuit Court, motions, hearings, trials or pleas, and sentencing and any other legal requisites established by the constitution, statute, court rules, Michigan Supreme Court Administrative Order, or court decision. The Attorney shall continue such representation until final disposition as defined in paragraph 5, even should that disposition extend beyond the period of this Agreement. No appointment of any case, however, shall be made to the Attorney under this Agreement for any purpose after December 31, 2014 except as to paragraph 9.
- 3. Representation in an assigned case does not include: post-conviction appeals or appeals by the prosecution from dismissals of cases.
- 4. A case is considered appointed to the Attorney when a Circuit Judge signs an order for appointment of counsel.
- 5. Final disposition in criminal cases shall be defined as sentencing, including probation, dismissal, or remand to District Court by the Circuit Court for purpose of trial at District Court or failure to appear for sentencing after six months of the court scheduled sentence date. Final disposition includes sentencing in District Court if the matter is remanded from Circuit Court for a plea and sentence but not for trial. Final disposition for failure to appear at trial shall be the conclusion of the agreement period or 90 days from the scheduled trial date, whichever is later. If an appointment is withdrawn or the attorney is discharged from an appointment, the withdrawal or discharge shall constitute a final disposition under this Agreement. See paragraph 13(b) for the effect of withdrawal on compensation.

SUBCONTRACTS

6. The attorney shall not assign, subcontract or transfer his/her duties within or outside of their firm and/or obligations under this Agreement without the prior written approval by the Trial Judge. The compensation of such subcontractors or assignees shall be solely the responsibility of the Attorney. Failure to file monthly case reconciliations in a timely manner may result in suspension of case assignments and compensation.

CONFLICTS

7. If a Circuit Judge determines that none of the contracted attorneys can represent an otherwise eligible indigent defendant in a particular case because of a conflict of interest, the Attorney is released from his/her obligation under paragraph 2 with respect to that defendant in that case and the Court shall appoint an attorney outside the Agreement to represent the indigent defendant. This determination can only be made by a Circuit Judge. Any orders not in conformity will therefore be considered void. In such circumstance, the Attorney is not responsible for compensating such other appointed attorney.

CASE RECONCILIATION

8. Beginning in February, 2014 each Attorney is to file by the 10th of each month a reconciliation of numbers with the Appointment Clerk. The reconciliation is to reflect the number of cases assigned during the previous month, the credit (0,1, or ½) for each case, total still to be assigned for the year, withdrawals prior to preliminary examination, withdrawals subsequent to preliminary examination subject to paragraph 13, and the number of random assignments for Lineup cases, PPO Hearings, Fugitive Hearings, and any hourly billings pursuant to paragraph 11. Those cases counted pursuant to paragraph 13(c) must file the final disposition order from the District Court with the required reconciliation.

CASE CARRYOVER FROM 2014

9. At the end of the 2014 year, the Attorney shall reconcile the number of cases received for the year with the Appointment Clerk. If the Attorney is not assigned the total number of contracted criminal cases in 2014 and does not receive a contract for 2015, the Attorney will be assigned that number of outstanding cases in 2015, thereby fulfilling his/her 2014 contract. If the Attorney receives a 2015 contract, the Attorney's 2014 balance of unassigned cases will be spread equally throughout the 2015 year while at the same time receiving new 2015 appointments.

NUMBER OF CASES COVERED BY AGREEMENT

10. Pursuant to this Agreement, the Attorney agrees to accept 40 appointments for the defense of indigent felony defendants. A multiple count information arising out of the same transaction will be counted as one (1) felony. Multiple cases on the same defendant arising out of the same transaction will be counted as one felony. Multiple cases on the same defendant arising out of different transactions each count as a separate felony.

COMPENSATION TO THE ATTORNEY

Subject to paragraphs 12, 13, and 14, the Court determines that reasonable compensation for the services rendered by the Attorney pursuant to this Agreement is \$22,490 for 40 cases. The number of cases assigned pursuant to this Agreement is not guaranteed, however, and for each case less than the number set forth in this paragraph and paragraph 10, the total reasonable compensation is determined to be reduced by \$562.25. If the number of cases assigned pursuant to this Agreement exceeds 40, then the total reasonable

16.

Following bindover to Circuit Court, the Attorney agrees to use any Interpreter Services pursuant to any contract entered into between the Court and vendor for such services. It shall be the responsibility of the Attorney assigned to each individual case to make appropriate advance scheduling arrangements with the Circuit Court Administrator's Office. At least a 24-hour notice is needed prior to a scheduled event with a Spanish speaking defendant, and a 72-hour prior notice is needed for other languages and signers for a scheduled event. Any costs associated with the use of interpreter services, not pursuant to this agreement, or without specific authorization to pay by court order shall be the responsibility of the Attorney.

PRELIMINARY EXAM TRANSCRIPT REQUESTS

17.

If the Attorney determines that a transcript of the preliminary examination is necessary, then the Attorney must complete the Demand portion of the form, retain the last copy and forward the original and yellow copy to Suite 3200B, Attention: Administrative Specialist, 180 Ottawa Avenue NW, Grand Rapids, Michigan, 49503. The Administrative Specialist will complete the Order portion of the form, file the original with the County Clerk's Office Courts Division, and will transmit the copy to the appropriate Court. All Court paid transcripts are to be filed with the Circuit Court Administrator's Office, Suite 3200B, with an invoice and copy of the form attached. Transcripts are to be filed before any payment is made. The Administration Office will then file the transcripts with the Clerk's Office Courts Division.

MURDER CASES

18

It is understood that the Attorney will not be receiving appointments for murder cases. Murder cases will be assigned directly by the Chief Judge and will be compensated on an hourly basis at a rate of \$55.00 per hour. The Court makes no guarantee that any such appointments will be made to the Attorney during the period of this Agreement.

INDEPENDENT CONTRACTOR

19. It is expressly understood and agreed that the Attorney is an independent contractor. The employees, servants and agents of the Attorney shall in no way be deemed to be and shall not represent themselves as employees, servants or agents of the Court. The Attorney's employees, servants and agents shall not be entitled to any fringe benefits of the Court, such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. The Attorney shall be responsible for the withholding and payment of applicable taxes, including but not limited to, income and social security taxes to the proper Federal, State, and local governments. The Attorney shall carry worker's compensation and unemployment compensation coverage for his/her employees, as required by law.

MALPRACTICE INSURANCE

20. The Attorney agrees to maintain professional liability insurance on him/herself, applicable to the services to be rendered under the Agreement, of at least One Hundred Thousand Dollars (\$100,000) each individual and Three Hundred Thousand Dollars (\$300,000) each occurrence for any and all liability of the Attorney arising through the acts of the Attorney under this Agreement. The Attorney shall provide a certificate of the insurance showing evidence of the required professional liability insurance for the entire period of this Agreement, which certificate shall provide that the insurance policy cannot

be canceled without providing thirty (30) days' notice to the Court of any intent to cancel liability insurance.

TERMINATION

- The Court can terminate this Agreement for good cause, as found by the Chief Judge. "Good Cause" includes failure of the Attorney to comply with the terms of this Agreement to the extent that the delivery of services by the Attorney is impaired or a disregard by the Attorney of the rights and best interests of clients under this Agreement. Individual acts or omissions of the Attorney in one case alone will not necessarily constitute good cause for termination but may be such in the discretion of the Chief Judge.
- 22. The Court may, but is not required to, terminate this Agreement:
 - (a) if a governmental body other than Kent County accepts responsibility for providing and compensating attorneys for the defense of indigent felony defendants (the Court may similarly act if a final unappealed order is entered by a court having jurisdiction which assigns such responsibility to a governmental body other than Kent County); and/or
 - (b) if any new (as determined by the Court) requirement for the defense of indigent individuals or compensation for the defense of the indigent individuals (which the Court deems to be material to the purposes and performance of the Agreement or inconsistent with this Agreement) is imposed by:
 - Statute
 - Court Rule
 - Supreme Court Administrative Order, or
 - Decision of the Michigan Supreme Court, the Michigan Court of Appeals, or the United States Supreme Court.
- 23. If this Agreement is terminated pursuant to paragraph 21 or 22, the Attorney may be appointed no further cases under this Agreement but the Attorney is responsible for completing representation for any existing case for which he/she has been appointed. Orders for reasonable compensation, in accordance with paragraphs 11 through 14, and paragraph 17 will be issued for such appointments as were actually made and pursued to final disposition.
- 24. If for whatever reason the Attorney cannot meet their contract, then all contracted cases yet to be assigned will be redistributed by the Chief Judge.

WHEREFORE, the parties hereto have subscribed their signature to the Agreement.

17th JUDICIAL CIRCUIT COURT

Defense Service Attorney

Donald A. Johnston, Chief Judge

Christina Mims

2014 GRANTED CRIMINAL CASES

NEW ATTORNEY FOR 2014		CRIMINAL		
THE VALUE OF THE STATE OF THE S		FELONY		
		CASES		
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	GRANTED	INCLUDING	FELONY	
ATTORNEY	2014	H .	1	
ADAMS, MICHAEL	2014	MURDER	MURDER	
BAXTER, JUDITH	20	X	ļ	
BOEKELOO, CHARLES		X		
CANFIELD, LORI	40	X	X	
CARDNIAL, GAYLOR L.	30	X		
CARLSON, DENNIS R.	40	X	X	
CLAPP, CHARLES L.	40	X		
]	40	X	Х	
COVELLO, CHARLES	20	X		
ELVE, DANIEL	40	X		
EPPLER, PATRICIA	40	Х	Х	
FABER, JENNIFER	10	Х		
FAGAN, DANIEL	20	X		
FOTIEO, DENO P.	40	X	X	
FREDERICK, CRAIG	40	X	Х	
GASTON, CAROLYN E.	20	X		
HAEHNEL, FREEMAN M.	40	Χ	X	
HOWARD, JAMES B.	40	X		
HUNTING, MARK	40	Х		
JENNINGS, LEIGH	20	X		
JOHNSON, LOUISE E.	20	X		
KIRCHHOFF, JEFFREY P.	40	Х	Х	
KORTES, JEFFREY	40	Х	X	
KOSIOREK, ROMAN J.	40	X	Х	
KRANENBERG, LESLEY	40	X	Х	
LAGRAND, DAVID M.	40	Х		
LEYS, NAESHA	20	Х	,	
LINDH, ROLAND	20	Х		
LIQUIGLI, MICHAEL A.	40	Х	X	
LIS, EDWARD	20	Х	X	
LOWERY, JESSICA	30	Х		
LYKINS, GERALD R.	30	X	х	
MCCARTHY, JUSTIN	40	Х	X	
MIMS, CHRISTINA	40	Х		
MIRQUE JR., ROBERT F.	20	X		
NUNZIO, DAMIAN D.	40	X	X	
PALETTA, TERESE	30	X		
PERRY, SHAWN	20	X		
PYRSKI, JOHN P.	40	$\hat{\mathbf{x}}$	X	
RADEMAKER, AMY	10	x		
RAPA, ANNA	20	$\frac{\hat{x}}{\hat{x}}$		
RASKIEWICZ, JUDITH A.	40	X	Х	
RODENHOUSE, ANDREW	30	$\frac{\lambda}{x}$	$\frac{1}{x}$	
ROSS, ANGELA	40	$-\hat{\mathbf{x}}$		
VAN DYKEN, STACY	20	$\frac{\lambda}{x}$		
VAN ECK, W. TODD	30	$-\hat{\mathbf{x}}$	<u> </u>	
WATKINS, DANIEL C.	40	$\frac{\lambda}{x}$		
WEINER-VATTER, JOLENE J.	20	-		
ZAMBON, RICHARD E.	40	` x	X	
A MAIDON, INCHAND L.	40	^		

2014 GRANTED CRIMINAL CASES

ZOET, LAWRENCE J.	l 40 í	χ	
L			L
	1540		

NEW ATTY. NO CONTRACT IN 2013		CRIMINAL	
		FELONY	
		<u>CASES</u>	
	-	NOT	
·	#CASES	INCLUDING	FELONY
ATTORNEY	GRANTED 2014	MURDER	MURDER
FAHLSING, JOSHUA	10	Х	
KUIPERS, JESSICA	10	Х	
PANDL, ALFRED	10	Х	
PHELEN, LAWRENCE	10	Х	
TOTAL NEW ATTORNEY CASES	40		-L
GRAND TOTAL FOR 2013	1580		

			PT INTERVIEWER:		
Rio#	. 6	Kent County Court Services 180 Ottawa NW, Suite 2100	DATE:		
SiD#		Grand Rapids, MI 49503 (616) 632-6330 / Fax (616) 632-5339			
	L	PRE-BOND REPORT			
NAME:	75 A 18 A 1	DOB:	SEX: M / F RACE:		
ÁKA:		CO-DEFENDANT(S):			
CHARGES:					
· ·			LENGTH:		
_IVES WITH:	-	PHONE:	TIME IN KENT CO:		
		N - IF Y, SCHOOL:			
EMPLOYER:		LENGTH:FT/	PT/ SEASONAL / OVER 20 Hrs?:		
OTHER MEANS OF SUP	PORT: DISABILITY/SSI/	RETIREMENT / UNEMPLOYMENT / NON	e/Other:		
IF APPLICABLE:					
RELEASE ADDRESS:	· · · · · · · · · · · · · · · · · · ·	*Hgt:*	VGT:*HAIR:*EYE:		
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·		FINANCIAL AFFIDAVIT			
RELIMINARY EXAM -	DATE;		3E:		
RELIMINARY EXAM -	DATE:YOUR OWN ATTORNEY? Y	FINANCIAL AFFIDAVIT TIME: JUD	3E:		
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RELIMINARY EXAM - O YOU INTEND TO HIRE O YOU CURRENTLY HAV YES, WHOM? INCOME:	DATE: YOUR OWN ATTORNEY? YOU FE OR HAVE YOU HAD A CO NET EMPLOYMENT EA SPOUSE OR OTHER SO CHECKING / SAVINGS /	FINANCIAL AFFIDAVIT TIME:JUDE ES NO IF SO, WHOM? URT APPOINTED ATTORNEY? YES CHARGE? RNINGS \$ NO AMOU	GE:		
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RELIMINARY EXAM - 10 YOU INTEND TO HIRE 10 YOU CURRENTLY HAVE YES, WHOM?	DATE: YOUR OWN ATTORNEY? YOU FE OR HAVE YOU HAD A CO NET EMPLOYMENT EA SPOUSE OR OTHER SO CHECKING / SAVINGS / CAR / HOUSE / OTHER	FINANCIAL AFFIDAVIT TIME:JUDE ESNOIF SO, WHOM? PURT APPOINTED ATTORNEY? YES CHARGE? RNINGS \$N DURCE OF INCOME: ACCOUNT? YES NO AMOU	GE:		
RELIMINARY EXAM D YOU INTEND TO HIRE D YOU CURRENTLY HAV YES, WHOM? INCOME: ASSETS:	DATE: YOUR OWN ATTORNEY? YOU FE OR HAVE YOU HAD A CO NET EMPLOYMENT EA SPOUSE OR OTHER SO CHECKING / SAVINGS / CAR / HOUSE / OTHER RENT / MORTGAGE PAY	FINANCIAL AFFIDAVIT TIME:JUDE ESNOIF SO, WHOM? URT APPOINTED ATTORNEY? YES CHARGE? RNINGS \$ \ DURCE OF INCOME: ACCOUNT? YES NO AMOUNT? MENTS \$ (GE:NONOMTHLYAMOUNT? INT:VALUE: CHILD SUPPORT \$		
RELIMINARY EXAM D YOU INTEND TO HIRE D YOU CURRENTLY HAVE YES, WHOM? INCOME: ASSETS:	DATE:	FINANCIAL AFFIDAVIT TIME:JUDE ESNOIF SO, WHOM? PURT APPOINTED ATTORNEY? YES CHARGE? RNINGS \$N DURCE OF INCOME: ACCOUNT? YES NO AMOU	JE:NO		

BAY COUNTY COURTS

OFFICE OF ASSIGNED COUNSEL

1230 WASHINGTON AVENUE SUITE 639

BAY CITY, MICHIGAN 48708-5734 Office hours 8:00 a.m.- 5:00 p.m. Closed for lunch

TDD (989) 895-2059 (Hearing Impaired)



Lisa M. Kelly Coordinator (989) 895-4127

ASSIGNED COUNSEL ATTORNEY LIST

IN HOUSE ATTORNEYS

PUBLIC DEFENDER OFFICE 1230 WASHINGTON AVE BAY CITY MI 48708 (989) 895-4020

Bruce Mannikko P#47238 Kenneth Malkin P#36574

CONTRACT ATTORNEYS

Misdemeanor Contract

SCHISLER LAW FIRM 701 E VERMONT ST, STE 100 BAY CITY MI 48708 (989) 892-3008

Scott Schisler P#48832 Rustin Schisler P#63104 Jeffrey Martin P#49184 (Martin is at a different location) 509 Center Ave Bay City MI 48708 (989) 402-1809

PRIVATE ATTORNEYS HANDLING OVERFLOW AND CONFLICTS

NAME

ADDRESS

PHONE

P-NUMBERS

BEGGS, Paul F.

916 Washington, Ste 301

(899) 893-3221

42914

P.O. Box 2217

Bay City, MI 48707-2217

NAME

ADDRESS

PHONE

P-NUMBERS

BOCK, Thomas	708 Center Ave, Ste 2-B Bay City, MI 48708	(989) 892-6016	29488
BUSH, George C.	723 Williams Saginaw, MI 48602	(989) 799-9101	11465
DAY, Jeffrey M.	918 N. Water Street Bay City MI 48708	(989) 894-5670	55472
DUNN, Robert J.	822 Washington Ave. Bay City, MI 48708	(989) 894-1110	33726
FITZGERALD, Maureen L.	905 Columbus P O Box 308 Bay City MI 48707-0308	(989) 891-9733	65361
HIGGS, Kim A.	1001 Center Ave. Bay City MI 48708	(989) 892-0114	25376
MULLISON, George B.	703 Washington Ave. Bay City, MI 48708	(989) 892-2595	18068
PERRY, James A.	721 Washington Ave., Ste 506 Bay City, MI 48708	(989) 893-5510	57407
PROSCHEK, Eric E.	306 5 th St., Ste 301 Bay City, MI 48708	(989) 922-4586	27874
REDER, Catherine S.	306 Fifth St, Ste 301 B-2 Bay City, MI 48708	(989) 894-6010	61073
WARREN, Sally B.	703 Washington Bay City MI 48708	(989) 892-2595	42377
WOOD, Daniel M.	721 Washington Ave, Ste 402 Bay City MI 48708	(989) 894-2481	54092

Attorneys on the roster are paid as follows:

CIRCUIT COURT

\$65.00 an hour (at the judge's discretion)

DISTRICT COURT

\$55.00 an hour on felonies settled in District Court (at the judge's discretion) \$50.00 an hour on misdemeanors (at the judge's discretion)

*For an attorney to become eligible to be placed on the county's court appointed roster, they must submit a letter to the chief judge and request to do so. They must have an office located in Bay County without having an office outside of Bay County. They must be a resident of Bay County and have practiced exclusively with a Bay County law office for one year. This is also at the judge's discretion.

THE CIRCUIT COURT

JAMES M. BATZER CIRCUIT JUDGE

KRIS A. RANDALL CIRCUIT COURT ADMINISTRATOR

> BENJAMIN M. DOST RESEARCHATTORNEY

CHRISTINE LYSTER, C\$R OFFICIAL COURT REPORTER

MICHELE LANTIS, CSR OFFICIAL COURT REPORTER

> LYNNE MIKOLAJCZAK ADR CŁERK



STATE OF MICHIGAN
19TH JUDICIAL CIRCUIT
MANISTEE AND BENZIE COUNTIES
January 8, 2014

MANISTEE COUNTY COURTHOUSE P.O. BOX 484 MANISTEE, MICHIGAN 49660 231-723-6664 231-723-1645 (FAX)

BENZIE COUNTY GOVERNMENT CENTER P.O. BOX 377 BEULAH, MICHIGAN 49617 231-882-9671 1-800-315-3593 231-882-5941 (FAX)

Ms. Marla McCowan, Manager Criminal Defense Resources Center State Appellate Defender Office Ste 3300 Penobscot Building 645 Griswold Detroit, MI 48226-4281

Re: <u>Court Appointed Attorneys</u>, 19th <u>Judicial Circuit</u>

<u>Manistee and Benzie Counties</u>

Ms. McCowan:

Enclosed please find a list of the court-appointed attorneys for Benzie and Manistee Counties, complete with the address, phone number, and bar number for each. I have also enclosed a copy of the contract for criminal defense counsel for each county which is renewed on a yearly basis. The local attorneys who participate in the criminal defense contract are paid on a monthly basis and receive appointments by rotation. The attorney's fee schedule is determined by the total contract amount and the number of participating attorneys. Eligibility of the attorneys is determined by the chief judge.

Our circuit is in the process of developing a plan to address the guidelines established by the Michigan Indigent Defense Commission. Many of the guidelines are addressed in the yearly contract or have been implemented for a long period of time. There is currently a confidential meeting space for attorneys and their clients, and the counsel's workload is controlled by rotation and the ability to request relief due to a disproportionate burden per the yearly agreement. Also, attorneys with less than five years experience are not assigned cases with a punishment in excess of 10 years. The same defense counsel represents the same client throughout the pendency of the case and counsel is reviewed for efficiency and effective representation at least quarterly.

If you have any questions or require any further information, please contact me at 231/398-3561.

Thank you.

Sincerely yours,

Kris A. Randall

Circuit Court Administrator

Enclosures

CONTRACT ATTORNEY LISTING 19th Judicial Circuit, Manistee and Benzie Counties 2013-2014

Manistee County (Criminal Cases)

James Bearinger	P10588
Anthony Cicchelli	P46307
Patrick Dougherty	P41134
William Grant	P14278
David Huft	P32736
Jane Johnson	P51140
Becky Lederer	P70543
Mark Otto	P31318
Michael Smith	P41822
John Spillan	P55541
Lesie VanAlstine	P52802

Benzie County (Criminal Cases)

James Bearinger	P10588
Anthony Cicchelli	P46307
Jacob Graff	P70494
William Grant	P14278
David Huft	P32736
Michael Smith	P41822
John Spillan	P55541
Jesse Williams	P69264

MANISTEE COUNTY CONTRACT ATTORNEYS 2013-2014

James Bearinger P10588 PO Box 11 180 S Benzie Blvd Beulah, MI 49617 Phone: 231/882-5200 Fax: 21/882-4225 Cell: 231/871-5200	Anthony Cicchelli P46307 PO Box 352 917 Main St Frankfort, MI 49635 Phone: 231/352-6300 Fax: 231/352-6300 Cell: 231/383-3375	Patrick Dougherty P41134 50 Filer St Ste 224 Manistee, MI 49660 Phone: 231/723-9490 Fax: 231/723-7338 Cell: 231/690-1493
William Grant P14278 PO Box 515 Manistee MI 49660 Phone: 231/723-5818 Fax: 231-723-3187 Cell: 231/690-1945 wgrant@rctemail.com	David Huft P3273 PO Box 33 180 S Benzie Blvd Beulah, MI 49617 Phone: 231-882-9680 Fax: 231-882-4225 Cell: 231-871-1694 dhuft@traverse.com	Jane Johnson P51140 PO Box 566 Onekama, MI 49675 Phone: 231/889-4855 Fax: 231/889-4911
Becky Lederer P70543 PO Box 772	Mark Otto P31318 PO Box 27	Michael Smith P41822 PO Box 106
Manistee, MI 49660 Phone: 231/843-7006 Fax: 231-845-8858 Cell: 231-690-3875	Manistee, MI 49660 Phone:231/723-0707 Fax: 231/723-3187 Cell:	Lake Ann, MI 49650 Phone: 231/649-4640 Fax: 231/275-7083
John Spillan P55541 PO Box 488 Manistee MI 49660 Phone: 231-884-3090 Fax: 231/887-4150	Leslie VanAlstine P52802 255 River St Manistee, MI 49660 Phone: 231/723-3250 Cell: 231/794-7924	

BENZIE COUNTY CONTRACT ATTORNEYS 2013-2014

James Bearinger P10588

PO Box 11

180 S Benzie Blvd Beulah, MI 49617 Phone: 231/882-5200

Fax

Cell: 231/871-5200

jamesbearinger@hotmail.com

Anthony Cicchelli P46307

PO Box 352 917 Main St

Frankfort, MI 49635 Phone:231/352-6300

Fax: Same

Cell:231/383-3375

Jacob Graff P70494 449 E Front Street

Traverse City, MI 49686

Phone:231/947-2540

Fax: 231/947-3036 Cell:231/649-6235

(57 N Michigan Ave, Beulah)

William Grant P14278

PO Box 515

Manistee MI 49660 Phone: 231/723-5818 Fax: 231-723-3187

Cell:231-690-1945

Michael Smith P41822

PO Box 106

Lake Ann, MI 49650 Phone: 231-649-4640

Fax: 231-275-7083

David Huft P32736

PO Box 33

180 S Benzie Blvd Beulah, MI 49617

Phone: 231-882-9680

Fax:

John Spillan P55541

PO Box 488 Manistee, MI 49660

Phone 231-884-3090

Fax: 231-887-4150

Jesse Williams P69264 129 Park St Ste 100 Traverse City, MI 49684

Phone: 231-929-8340 Fax:231-929-8341 Cell: 231-944-4911

COUNTY OF MANISTEE AGREEMENT

2013-2014

This agreement made this ______ day of _______, 2013 between the 19th Judicial Circuit Court of the State of Michigan, hereinafter referred to as the "Court" and attorney, of Manistee, Michigan, hereinafter referred to as the "Attorney"; witnesseth:

WHEREAS, the Court is in need of an efficient and economical system for providing attorneys at county expense to defend those individuals who are charged with criminal felony offenses, paternity, civil contempt, violations of Personal Protection Orders, and in any matter and any proceeding in which a party before the Court has a constitutional or statutory right to court appointed counsel; and

WHEREAS, the system which appears to offer the most satisfactory fulfillment of that need is that of the contract between the Court and one or more attorneys to provide such services as may be needed; and

WHEREAS, the Attorney has represented that he is ready, willing and able to provide at least one-eleventh of such services for matters other than family division matters on a contract basis;

NOW THEREFORE, the Court and the Attorney do hereby mutually agree as follows:

1. The term of this agreement shall be from October 1, 2013 through September 30, 2014.

- 2. During the term the Attorney agrees to provide complete legal defense services for all indigent criminal defendants arrested and charged with criminal felony offenses, paternity, Friend of the Court civil contempt hearings, charges arising from personal protection orders, and any proceeding in which a party before the Court has a constitutional or statutory right to court appointed counsel; and shall continue such representation of each such defendant until final disposition in any court within the county even should that extend beyond the termination date of this contract.
- 3. For the purpose of this agreement criminal offenses shall include probation violation hearings.
- 4. During said period the Attorney's services shall not include appeals as of right but said services shall include interlocutory appeals from the Circuit Court to the Court of Appeals and Michigan Supreme Court where such appeals are deemed necessary by the Attorney in his professional judgment. The Attorney shall receive for interlocutory appeal services such additional compensation beyond the \$15,432.00 per annum as the Court deems reasonable and fair. Nothing in this paragraph shall be construed to prevent the Court from appointing another attorney such as the State Appellate Defender for interlocutory appeals.
- 5. Division of cases. It is intended that the representation of indigents in the Court shall be divided equally between attorneys entering into this or similar contracts. If the Attorney

does not or is unable to represent any eligible indigent person for any reason such as conflict of interest, but not including the person's refusal to allow the Attorney to represent him/her, it will be the responsibility of the Attorney to promptly petition the Court for an exchange of assignments with another attorney. Instances where there are multiple persons to be represented and conflicts of interest requiring more than eleven attorneys, counsel shall notify the appropriate judge and additional counsel shall be appointed by the Court for that purpose. In the event that unusual circumstances or cases impose a disproportionate burden upon the Attorney, the Circuit Court judge reserves the right to relieve the case load of the Attorney to assign extra cases to the other similarly contracting attorneys for the purpose of equalizing the case load, and the case load of the attorneys will be reviewed quarterly for that purpose.

- 6. In the event there is an insufficient number of Manistee County attorneys, contract attorneys from Benzie County may be appointed and will act as counsel in such appointments in Manistee County. Attorneys will be reimbursed for additional travel expenses. In the event of such appointments, attorneys will be passed on the next appointment rotation in Benzie County.
- 7. In the event there is an insufficient number of Benzie County attorneys, contract attorneys from Manistee County may be appointed and will act as counsel in such appointments in Benzie County. Attorneys will be reimbursed for additional travel

expenses. In the event of such appointments, attorneys will be passed on the next appointment rotation in Manistee County.

- 8. In the event that the Attorney determines that any party who is being represented is not in fact indigent or is capable of partial reimbursement to the county of the costs of his/her representation, the Circuit Court judge shall be promptly notified and arrangements made either for reimbursement or for substitution by retained counsel.
- 9. For the performance of the above-described services, Manistee County shall pay the Attorney the amount of \$15,432.00. Payments shall be made in twelve equal installments commencing October 1, 2013, and payable the 15th day of each month thereafter until the full amount is paid.
- 10. For any matter involving a trial exceeding one week's duration (seven trial days) or involving time demands of extraordinary nature, the Attorney may petition the Court for additional compensation.
- 11. Manistee County shall reimburse the Attorney for out-of-pocket expenses such as are currently authorized including long-distance telephone tolls, mileage, transcripts for appeals, and such other expenses as may from time to time be ordered by the judges.
- 12. This contract may be terminated without further obligation to the Court, the Attorney or to the County in either of the following eventualities:

- a. Should the Attorney fail in a substantial manner to perform the obligations specified under this agreement,
- b. Upon determination by the judge that the Attorney has not provided adequate counsel for those for whom he is appointed as counsel, or
- c. By the Court or the Attorney giving notice of the proposed termination at least 30 days prior to the date of the proposed determination.

Should this contract be terminated or should it not be renewed, the Attorney agrees that if required to do so by the Court, he will complete the representation of all clients who had been assigned to him during the existence of the contract, for which representation compensation shall be paid on a quantum merit basis as approved by the respective judges.

James M. Batzer, Circuit Judge

Attorney at Law

COUNTY OF BENZIE AGREEMENT

2013-2014

This agreement made this ______ day of _______, 2013 between the 19th Judicial Circuit Court of the State of Michigan, hereinafter referred to as the "Court" and attorney, , of Manistee, Michigan, hereinafter referred to as the "Attorney"; witnesseth:

WHEREAS, the Court is in need of an efficient and economical system for providing attorneys at county expense to defend those individuals who are charged with criminal felony offenses, paternity, civil contempt, violations of Personal Protection Orders, and in any matter and any proceeding in which a party before the Court has a constitutional or statutory right to court appointed counsel; and

WHEREAS, the system which appears to offer the most satisfactory fulfillment of that need is that of the contract between the Court and one or more attorneys to provide such services as may be needed; and

WHEREAS, the Attorney has represented that he is ready, willing and able to provide at least one-eighth of such services for matters other than family division matters on a contract basis;

NOW THEREFORE, the Court and the Attorney do hereby mutually agree as follows:

1. The term of this agreement shall be from October 1, 2013 through September 30, 2014.

- 2. During the term the Attorney agrees to provide complete legal defense services for all indigent criminal defendants arrested and charged with criminal felony offenses, paternity, Friend of the Court civil contempt hearings, charges arising from personal protection orders, and any proceeding in which a party before the Court has a constitutional or statutory right to court appointed counsel; and shall continue such representation of each such defendant until final disposition in any court within the county even should that extend beyond the termination date of this contract.
- 3. For the purpose of this agreement criminal offenses shall include probation violation hearings.
- 4. During said period the Attorney's services shall not include appeals as of right but said services shall include interlocutory appeals from the Circuit Court to the Court of Appeals and Michigan Supreme Court where such appeals are deemed necessary by the Attorney in his professional judgment. The Attorney shall receive for interlocutory appeal services such additional compensation beyond the \$11,300.00 per annum as the Court deems reasonable and fair. Nothing in this paragraph shall be construed to prevent the Court from appointing another attorney such as the State Appellate Defender for interlocutory appeals.
- 5. Division of cases. It is intended that the representation of indigents in the Court shall be divided equally between attorneys entering into this or similar contracts. If the Attorney

does not or is unable to represent any eligible indigent person for any reason such as conflict of interest, but not including the person's refusal to allow the Attorney to represent him, it will be the responsibility of the Attorney to promptly petition the Court for an exchange of assignments with another attorney. Instances where there are multiple persons to be represented and conflicts of interest requiring more than eight attorneys, counsel shall notify the appropriate judge and additional counsel shall be appointed by In the event that unusual Court for that purpose. circumstances or cases impose a disproportionate burden upon the Attorney, the Circuit Court judge reserves the right to relieve the case load of the Attorney to assign extra cases to the other similarly contracting attorneys for the purpose of equalizing the case load, and the case load of the attorneys will be reviewed quarterly for that purpose.

- 6. In the event there is an insufficient number of Benzie County attorneys, contract attorneys from Manistee County may be appointed and will act as counsel in such appointments in Benzie County. Attorneys will be reimbursed for additional travel expenses. In the event of such appointments, attorneys will be passed on the next appointment rotation in Manistee County.
- 7. In the event there is an insufficient number of Manistee County attorneys, contract attorneys from Benzie County may be appointed and will act as counsel in such appointments in Manistee County. Attorneys will be reimbursed for additional travel

expenses. In the event of such appointments, attorneys will be passed on the next appointment rotation in Benzie County.

- 8. In the event that the Attorney determines that any party who is being represented is not in fact indigent or is capable of partial reimbursement to the county of the costs of his representation, the Circuit Court judge shall be promptly notified and arrangements made either for reimbursement or for substitution by retained counsel.
- 9. For the performance of the above-described services, Benzie County shall pay the Attorney the amount of \$11,300.00. Payments shall be made in twelve equal installments commencing October 1, 2013, and payable the 15th day of each month thereafter until the full amount is paid.
- 10. For any matter involving a trial exceeding one week's duration (seven trial days) or involving time demands of extraordinary nature, the Attorney may petition the Court for additional compensation.
- 11. Benzie County shall reimburse the Attorney for out-of-pocket expenses such as are currently authorized including long-distance telephone tolls, mileage, transcripts for appeals, and such other expenses as may from time to time be ordered by the judges.
- 12. This contract may be terminated without further obligation to the Court, the Attorney or to the County in either of the following eventualities:

- a. Should the Attorney fail in a substantial manner to perform the obligations specified under this agreement,
- b. Upon determination by the judge that the Attorney has not provided adequate counsel for those for whom he is appointed as counsel, or
- c. By the Court or the Attorney giving notice of the proposed termination at least 30 days prior to the date of the proposed determination.

Should this contract be terminated or should it not be renewed, the Attorney agrees that if required to do so by the Court, he will complete the representation of all clients who had been assigned to him during the existence of the contract, for which representation compensation shall be paid on a quantum merit basis as approved by the respective judges.

, Circuit Judge

Attorney at Law

EDWARD R. POST CHIEF CIRCUIT JUDGE - TRIAL DIVISION

JON HULSING CIRCUIT JUDGE - TRIAL DIVISION

JON A. VAN ALLSBURG CIRCUIT JUDGE - FAMILY DIVISION

KENT D. ENGLE CIRCUIT JUDGE - FAMILY DIVISION

MARK A. FEYEN CHIEF PROBATE JUDGE - FAMILY DIVISION STATE OF MICHIGAN



TWENTIETH JUDICIAL CIRCUIT COURT
OTTAWA COUNTY

KEVIN J. BOWLING, JD CIRCUIT COURT ADMINISTRATOR

December 26, 2013

Marla R. McCowan CDRC Manager State Appellate Defender Office Penobscot Building, Suite 3300 645 Griswold Detroit, Michigan 48226

Dear Ms. McCowan,

This letter is in response to your request, dated December 4, 2013, regarding court appointed counsel. The enclosed counsel/compensation roster and SCAO approved Plan for Appointment of Counsel should answer most of your questions regarding the Ottawa County appointment process.

Regarding our plans to comply with MIDC guidelines, we plan to "wait and see" what minimum standards the Commission promulgates. Most of the principles outlined in MCL 780.991 have been common practice in Ottawa County for many years, with the exception of having defense services independent of the judiciary. Removing the judges from the appointment process, will be an unfortunate step backwards in Ottawa County because the judges are in the best position to ensure a local attorney is competent to serve in this important capacity.

If you have further questions, please feel free to contact me.

Sincerely

Kevin J./Bówling Court Administrator

Ene-

20th Circuit Court and 58th District Court – Ottawa County Court Appointed Counsel and Hourly Compensation Rates October 1, 2013 – September 30, 2014

	ATTORNEY	RATE
<u>LEVEL I</u>	Joseph C. Legatz, Chief Public Defender	\$97.62
	James P. Piper	97.62
LEVEL II	Floyd Farmer, Jr.*	84.94
	David M. Hall*	84.94
	Robert Hamilton*	84.94
	Donald Hann*	84.94
	John Moritz*	84.94
	Raymond A. Purdy*	84.94
	Philip R. Sielski*	84.94
	Thomas Smith*	84.94
*Level II At	torneys Authorized for Appointment in Capital	Offense Cases
	•	
	Chad Catalino	84.94
	Randall Collins	84.94
	Craig Jenison	84.94
	Kim Kotowski	84.94
	David Macias	84.94
	Jane Patterson	84.94
	Ken Uildriks	84.94
	Anna White	84.94
	Robert Zitta	84.94
LEVEL III	Christi L. Burda	77.12 – District Court Misdemeanors & Non-Capital Felonies
	Robert Dixon	77.12 – District Court Misdemeanors & Non-Capital Felonies
	Chris Houghtaling	77.12 – District Court Misdemeanors
	Ken Horjus	& Non-Capital Felonies 77.12 – District Court Misdemeanors
		& Non-Capital Felonies
	James Marek	77.12 - District Court Misdemeanors
	Brian McNulty	77.12 – District Court Misdemeanors 77.12 – District Court Misdemeanors
	Danielle Potter	77.12 – District Court Misdemeanors 77.12 – District Court Misdemeanors
		2 - District Court ivrisuemeanors
CONFLICT CASES	Anne Lasker	77.12} Bilingual - Spanish/English

MAACS Court Appointed Counsel \$45.00/hr. Fee Cap: \$500 for Plea/\$1000 for Trial + mileage at the IRS allowable mileage rate for all court appointed counsel.

Dated: September 18, 2013

Kelly Aylsworth, Trial Court Director

CC: Judges, Kevin J. Bowling, Lori Catalino, Fiscal Services, Court Appointed Counsel



Michigan Supreme Court
State Court Administrative Office
Trial Court Services Division

Michigan Hall of Justice P.O. Box 30048 Lansing, Michigan 48909 Phone (517) 373-4835

December 4, 2003

FILE COPY
Cao
avos-vos

Hon. Edward R. Post Chief Judge 20th Circuit Court Ottawa County Building 414 N. Washington St. Grand Haven, MI 49417

Re:

Administrative Order C20 2003-06J

Plan for Appointment of Counsel for Indigent Parties

Joint Courts & Orders: D58

D70

2003-03J

P70

2003-02J

Rescinds

1991-01

Dear Judge Post:

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,

Nial Raaen

Director, Trial Court Services

NR/dmm

cc: Mr. Kevin J. Bowling

Mr. James P. Hughes, Region 2 Administrator

SCAO TRACKING SHEET FOR ADMINISTRATIVE ORDERS (PLEASE RETURN TO RHONDA GORMAN W/IN 7 DAYS)

				AN W/IN 7 DAYS)		
# OA (200-2002		COURT NAME (COUNTY[TES]) 20th Circuit Court Ottawa County			CTNO C20	
RESCINDS 1991-01		REVOKES	D58 P70	JOINT COU	2003-03J 2003-02J	
Plan for Appo		EGARDING f Counsel for		arties	A CONTRACTOR AND A CONT	CT CODE
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11/26/2003 NO RESUB	CHIDE		12/02/2003		REFERRED BY GORMANR	
Approval letter	·	RECOMMENDA No	10 m 15 m		ped, signed	& mailed
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Page 1 of 1

STATE OF MICHIGAN

In the Circuit Court for the 20th Judicial Circuit 58th Judicial District Court Ottawa County Probate Court

LOCAL ADMINISTRATIVE ORDER:

Rescinds C20 1991-01

2003-06J, C20; 2003-03J, D58; 2003-02J, P70

PLAN FOR APPOINTMENT OF COUNSEL FOR INDIGENT PARTIES

This administrative order is issued in accordance with Michigan Court Rule 8.123 effective, January 1, 2004. The purpose of this order is to describe the 20th Circuit, the 58th District, and the Ottawa County Probate Courts' procedures for appointing and compensating counsel who represent indigent parties in the aforementioned courts.

- 1. Selection Criteria and Procedure.
 - a. Selection process for the Circuit Court and District Court criminal cases.
 - i. The attorney submits a cover letter and resume to the Chief Judge or Court Administrator of the Circuit or District Court. The cover letter should indicate the attorney's interest in appointment in the Circuit Court, District Court or both courts. The cover letter should state the court locations in Ottawa County where the attorney desires appointments.
 - ii. The Chief Judge of each court may interview the applicant depending upon the Chief Judges' familiarity with the attorney.
 - iii. The applicant's qualifications will be reviewed at a regularly scheduled District Judges meeting (for applicants applying for appointments solely in the District Court) or at a quarterly all judges' meeting.
 - iv. The judges will select applicants for court appointments based upon the attorney's qualifications and current needs of the court.

- v. The judges may choose to limit an attorney's appointments to misdemeanor cases until the judges gain knowledge of the attorney's work product and experience.
- vi. The list of attorneys available for appointment to represent indigent parties (the List) will be updated each September by the Trial Court Services Director of the Circuit Court.
- vii. Attorneys who receive appointments solely in the District Court may apply to receive appointments in the Circuit Court. The application will be made to the Chief Judge of the Circuit Court or to the Circuit Court Administrator. The applications will be reviewed at the September session of the quarterly all judges' meeting (or sooner if the needs of the court require an earlier selection).
- b. Selection process for the Family Division of the Circuit Court
 - i. The Family Division, Juvenile Services will negotiate a contract with a lawyer or law firm for the representation of children in delinquency cases. A separate contract will be negotiated with a lawyer or law firm for the representation of children in neglect and abuse cases. Additional contracts will be negotiated with lawyers or law firms for the representation of parents in neglect and abuse cases.
 - ii. The selection process will include, but not be limited to, competitive bidding between two or more lawyers and/or law firms.
 - iii. The contract between the Family Division, Juvenile Services and the lawyer or law firm will conform to the requirements of Michigan Court Rule 8.123.
- c. Selection process for the Ottawa County Probate Court
 - The Ottawa County Probate Court (Judge or staff) will appoint lawyers, as needed, in guardianship or mentally ill cases from a list of qualified lawyers approved by the Chief Judge.

- The selection process will conform to the requirements of Michigan Court Rule 8.123.
- 2. Minimum Standards and Qualifications.
 - a. The attorney must be licensed to practice law in the State of Michigan.
 - b. The attorney must possess the required skill and knowledge to adequately represent clients.
 - c. The attorney must be able to dedicate certain days of the week to the Court.
 - d. The attorney must have an office in or near Ottawa County where the attorney can meet with their clients.
- 3. Performance Evaluation and Review.
 - a. The judges in the court(s) where the attorney receives appointments will monitor the attorney's performance on a regular basis. The judges may address performance issues as they occur; including commenting on above average performance at the time it occurs.
 - i. A judge may remove an attorney from the List or pursuant to a court contract at any time for reasons including, but not limited to: violations of the rules of professional conduct for attorneys; criminal convictions; inappropriate advances or comments of a sexual nature to clients, other attorneys or court staff; inappropriate anger directed to clients, other attorneys or court staff; substance abuse problems that effect the attorney's ability to represent clients; and soliciting payment from clients that have been paid by the court for the attorneys representation.
 - ii. The cause for removal of the attorney from the List may be reviewed at any of the quarterly all judges' meetings. The attorney that has been removed from the List may submit in writing an explanation of the offending behavior or incident, circumstances and reasons surrounding the offending behavior or incident and reasons for future inclusion on the List.
 - iii. The judges may decide, either by consensus or majority vote, to include the attorney on future lists.

- b. A formal evaluation form for each attorney on the List or under court contract will be distributed to the judges at the June meeting of the quarterly all judges' meeting.
 - i. The judges will complete the evaluation forms for attorneys with whom they are familiar, prior to the September session of the quarterly all judges' meeting.
 - ii. Attorneys appointed solely in the District Court may have their evaluations reviewed at a District Court Judges' meeting prior to the September all judges' meeting.
 - iii. The individual attorney evaluations will be discussed at the September meeting of the quarterly all judges' meeting.
 - iv. Attorneys may be removed from the List or it may be decided to not renew court contracts at the September session of the quarterly all judges' meeting because of poor performance and/or consistent refusal of court appointments. A letter to the attorney will be prepared indicating the reasons why future appointments would not occur.
 - v. The Circuit Court Administrator and the District Court
 Administrator will prepare a summary of each attorney's
 evaluation. The Chief Judge of each court will review the
 summaries and decide if the attorney should be called in for a
 meeting with the Chief Judge to outline a plan of corrective action
 to the attorney's performance.
 - vi. The Chief Judge may direct the Court Administrator to prepare a letter summarizing the attorney's evaluation suggesting improvements and/or comments about the attorney's performance.
- 4. Removal from the List/Court Contract.
 - a. The Chief Judge may remove an attorney from the List or terminate a court contract at any time if the attorney no longer meets the qualification standards listed herein.
 - b. An attorney may also request removal from the List or terminate a court contract.

- 5. Appointment Process by List.
 - a. Each judge or their designee will keep the List and select attorneys for appointment by starting with the first name on the list and moving down the list as each attorney accepts or refuses an appointment.
 - i. Alternatively, the judge(s), or their designees, at any of the court locations may pick weeks within a calendar year that attorneys on the List will appear in court and be available for appointment to indigent cases.
 - ii. The method and number of weeks chosen by the attorneys on the List shall be done so in a manner that is equitable for all attorneys on the List.
 - iii. Each attorney is responsible for finding a substitute attorney from the List if the attorney is unable to appear on his or her appointed week(s).
 - b. Attorneys on the List choosing to accept appointments from a court or courts located in certain geographical areas will have their name crossed off the Lists in the courts where they do not wish to practice.
 - c. A judge may select an attorney outside the normal rotation on the List if the judge deems it appropriate to do so. This selection should be based upon special circumstances or qualifications that the attorney will bring to the case such as second language skills or a special expertise that is required in the case, the place of residence of the defendant relative to the attorney's office, representation of the defendant in prior or current cases, or the immediate availability of the attorney. Additionally a judge may vary from normal rotation if he or she deems it appropriate when evaluating what may be in the best interests of the defendant and the court relative to the efficiency and economy in the handling of a case.
- Appointment Process by Contract.
 - a. The Family Division, Juvenile Services will appoint attorneys based upon the terms set forth in the contract between Juvenile Services and the contracted lawyer or law firm.

- Details are contained in the attached copies of the FY 2004 Public Defender Contracts.
- Administration of the Appointment Process.
 - a. The Trial Court Services Director will be responsible for the appointment process in the Circuit Court.
 - b. The Juvenile Court Services Director will be responsible for the appointment process in the Family Division, Juvenile Services.
 - c. The District Court Administrator will be responsible for the appointment process in the District Court.
- 8. Compensation Method.
 - a. Attorneys appointed from the List for Circuit and District Court criminal cases are compensated at an hourly rate for actual time spent on each case.
 - b. The hourly rate will be divided into tiers that reflect different hourly rates based upon experience, special expertise or second language skills.
 - c. The hourly rate will be adjusted at the beginning of each year in a percentage amount that is equal to the Ottawa County unclassified employee yearly cost of living increase.
 - d. Family Division, Juvenile Services public defenders are paid in accordance with the terms of their individual contracts.
 - e. Ottawa County Probate Court appointed counsel are paid an hourly rate, as determined by the court, for actual time serving clients. The hourly rate is adjusted periodically to reflect cost of living increases.
 - f. A mileage expense allowance equal to the per-mile allowance given to Ottawa County employees may be paid to attorneys on the List. The mileage allowance is intended as an extra incentive to attract and retain attorneys from a wider geographical area that have special expertise or second language skills.
 - g. Appointed attorneys will submit a bill to the court for the actual time spent on each case.
 - The bill will be submitted for the actual time spent on each case in the previous month.
 - ii. The bill will be submitted prior to the 10th day of the month.

- iii. The bill will be itemized by the activity of each case stating the hours or fraction of hours spent in each activity.
- iv. The minimum billing increment will be one-tenth of an hour.
- 9. Maintenance of Records.
 - a. The District Court, The Circuit Court including the Family Division, Juvenile Services, and the Ottawa County Probate Court will maintain the number of cases assigned to each attorney in a calendar year by generating a report.
 - b. Each Court will maintain records of the number of cases assigned to each attorney by each judge in a calendar year by generating a report.
 - c. Each Court will maintain records of the total amount of public funds paid to each attorney by each Court during a calendar year.
 - d. Each Court will maintain records of the total amount of public funds paid to each attorney for assignments by each judge in a calendar year.
 - e. Each court pursuant to SCAO Records Retention Schedule 16 will maintain and keep the above records.
 - f. The above records will be available to the public through written request made to the Court Administrator at no expense.

IT IS SO ORDERED That the 20th Judicial Circuit Court's, the 58th District Court's and the Ottawa County Probate Court's Plan for the Appointment of Counsel for Indigent Parties shall be effective as of January 1, 2004.

Date: 11-25-09

Honorable Edward R. Post, Chief Circuit Judge

Date: 11 - 26-03

Honorable Susan A. Jonas, Chief District Judge

Date: 1-25-07

Honorable Mark A. Feyen, Chief Probate Judge

Marla McCowan

From:

Lance Dexter < ldexter@isabellacounty.org>

Sent:

Tuesday, January 21, 2014 10:23 AM

To:

Marla McCowan

Subject:

Attorneys Taking Criminal Assignments

Ms. McCowan, there has been no changes in attorneys since 2012.

Thank you!

Lance S. Dexter Court Administrator

This email may contain privileged or confidential information and is for the sole use of the intended recipient(s). If you are not the intended recipient, any disclosure, copying, distribution, or use of the contents of this information is prohibited and may be unlawful. If you have received this electronic transmission in error, please reply immediately to the sender that you have received the message in error, and delete it. Thank you!

Isabella County Trial Court 300 N. Main Street Mount Pleasant, MI 48858 989-772-0911 x213 Cell: 989-621-0090

PUBLIC DEFENDER CONTRACT 2012

THIS AGREEMENT made and entered into this 1st day of January, 2012, by and between the COUNTY OF ISABELLA, hereinafter referred to as the "County" and a GROUP OF ATTORNEYS', hereinafter referred to as "GA."

WHEREAS, the Circuit, District and Probate Courts of Isabella County are in need of a just, efficient, and economical system for providing indigent defense, hereinafter referred to as "Indigents."

WHEREAS, the system which appears to offer the most satisfactory fulfillment of that need is that kind of an agreement between the County of Isabella and a group of attorneys to provide such services as may be needed; and

WHEREAS, the attorneys represent that they are duly licensed to practice law in the State of Michigan, and ready, willing, and able to provide such services, as may be needed on a contractual agreement basis; and

WHEREAS, the County and the GA desire to enter into an agreement for providing legal representation to said indigents.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the parties agree as follows:

- 1. The term of this agreement shall be from and including January 1, 2012, through and including December 31, 2012.
 - 2. The GA's attorneys shall be:

William J. Shirley; 108 South University Avenue, STE 4, Mt. Pleasant, Michigan 48858, (989) 772-2445. J.D. 1969, Mich Bar #P20382

Thomas Bromell; P.O. Box 344, Mt. Pleasant, Michigan 48804-0344, (989) 621-5082. J.D. 1985, Mich Bar #P38634

Gordon M. Bloem; 108 South University Avenue, STE 1, Mt. Pleasant, Michigan 48858, (989) 775-7730. J.D. 1985, Mich Bar #P38534

Anne McLellan; 215 West Broadway, Mt. Pleasant, Michigan 48858, (989) 773-3088. J.D. 1991, Mich Bar #P45131

Tony Moses;125 E. Newark, STE 200, Ithaca, Michigan 48847, (989) 953-4304. J.D. 2000, Mich Bar #P63874

Chuck Moses; 122 Kinny, P.O. Box 1361, Mt. Pleasant, Michigan 48858, (989) 560-4547. J.D. 2001, Mich Bar #P63853

Sara Spencer-Noggle; 215 W. Broadway, Mt. Pleasant, MI 48858, (989) 772-7680, J.D. 2006, Mich Bar #P70038

Thomas Weiss; 215 W. Broadway, Mt. Pleasant, MI 48858, (989) 772-8811, J.D. 2000, Mich Bar # P59227

- 3. For an attorney to be added to the contract there must be a vacancy, meaning one of the above attorneys must have tendered their resignation or were terminated from the contract. The process requires a prospective attorney to send a letter and copy of their liability insurance to the Contract Administrator. The Contract Administrator reviews this information and forwards to the Court Administrator for the Court to approve the applicant.
- 4. There is a ceiling or "cap" to the number of appointments (1,250) annually. If appointments continue above the capped amount then charges will be on a per appointment basis, each additional appointment above the cap will be at a rate of \$276.80.
- 5. During the term of the agreement, the attorneys agree to provide the following representation for each person whom they are appointed by the Isabella County Circuit, District and Probate Courts pursuant to the agreement: appearances at preliminary examinations, arraignments, motions, hearings, trials, pleas, sentencings, lineups, extradition matters, paternity, parole and probation violation proceedings, child support contempt proceedings, juvenile offenses, guardian ad litems in guardianship cases filed pursuant to child protective proceeding cases, juvenile contempt proceedings for parents and juveniles, neglect and abuse petitions, personal protection orders, mental commitment hearings and the attorney/guardian ad litem for the child to appear at the Foster Care Review Board hearings and any other related matters. If the attorney/guardian ad litem cannot make the Foster Care Review Board hearing for good reason, he/she may provide written information to the Foster Care Review Board with the approval of the judge handling the case. The GA further agrees to represent appeals to Circuit Court.
- 6. The attorneys shall continue such representation until final disposition of the case, even should that disposition extend beyond the period of this agreement, without any additional fee for a period of eighteen (18) months. After eighteen (18) months from the expiration of this contract, all services rendered thereafter shall be compensated on a per diem or per hour basis by the County at a rate deemed reasonable by the appropriate Judge. No appointment of any case shall be made to the attorneys under this agreement for any purpose after December 31, 2012, unless this agreement is extended upon written consent of all the parties. In addition, after the expiration of the contract (December 31, 2012), and upon motion and order allowing withdrawal, the GA will not represent nor be responsible for active cases wherein a bench warrant has been issued against the Defendant because Defendant's whereabouts are unknown. When and if the Defendant is apprehended or surrenders him or herself, the Defendant shall be appointed new counsel.
- 7. Representation does not include defense of appeals by the Prosecution or Defense to the Michigan Court of Appeals or the Michigan Supreme Court, nor does it include representation upon remand or reversal by the Court of Appeals or the Michigan Supreme Court, if the Order of Remand or Reversal is entered after the term of this contract.
 - 8. A case is considered appointed to the GA when a Circuit, District or Probate Court

Judge signs an Order for Appointment of Counsel. The attorneys shall interview their incarcerated clients at the Isabella County Jail within 48 hours of the appointment of counsel. An attorney's appointment applies only in the court in which it is made, or to which the action is transferred, until a final judgement is entered disposing of all claims by or against the party whom the attorney represents and the time for appeal of right has passed. If an appointment is withdrawn, or the attorney is discharged from employment, for reasons other than a conflict of interest, the withdrawal or discharge shall constitute final disposition under the agreement. Should the attorney be reappointed to such a case, the reappointment shall be processed as a new separate case.

- 9. The GA agrees to provide a minimum of five separate firms for the Circuit, District and Probate Courts.
- 10. If the appropriate Judge and the Contract Administrator agree that none of the GA can represent an otherwise eligible indigent person because of an ethical conflict of interest, then the Judge shall appoint an attorney outside the GA to represent the indigent person at the County of Isabella's expense. When the conflict of interest pertains to only one attorney within the GA, the Contract Administrator shall reassign the case to another GA attorney without additional expense to the County of Isabella. If the appropriate Judge and the Contract Administrator cannot agree as to whether the stated conflict involves all of the attorneys, the matter shall be submitted for determination to the State Bar of Michigan Ethics Committee for resolution. The decision of the Circuit, District and Probate Court Judges, respectively, as to which indigents shall be represented by the GA shall be binding and final. If a Defendant requests a Judge to appoint a different attorney, before discharging the attorney, the appropriate court may conduct a full hearing into whether there has been a sufficient breakdown of the attorney-client relationship or whether an ethical conflict exists.
- 11. The GA agrees to provide representation for the residents of other counties in mental commitment and judicial admission hearings for no additional cost.
- 12. Should the substitution of an attorney who signed the agreement become necessary for any reason, such substitution shall not require renegotiation or revision of the entire agreement, but may be allowed upon the concurrence of the Contract Administrator and the Circuit, District and Probate Judges.
- 13. The Contract Administrator will have the responsibility of assigning the GA to the individual cases and courts. Once a case has been assigned to an attorney by the Contract Administrator, the case becomes the sole responsibility of the assigned attorney and all subsequent changes in scheduling from the original notice must be communicated directly to the assigned attorney to minimize conflicts in the schedule of both the court and the attorney. In order to minimize scheduling problems due to multiple appearances, illness, vacation, or for any reason, an attorney may employ another GA attorney to handle a particular hearing, with the approval of the appropriate Judge and client. Should the Contract Administrator be unavailable, the Circuit, District or Probate Judge may contact and assign any one of the GA directly.
- 14. The Contract Administrator shall provide the Court Administrator on a quarterly basis, a listing of all costs incurred during that quarter. This shall include the name (when made available by the appropriate Court) and case number of each Defendant that is appointed a public

defender, a listing of offenses brought against the defendant at or about the same time of arrest, which firm represented the Defendant, the Court in which the actions took place, the hours spent per Defendant, and the date of appointment. The Contract Administrator will be Gordon H. Bloem, 108 University Avenue, Suite 1, Mt. Pleasant, Michigan 48858 (989) 775-7730. All appointments, correspondence, communications and remuneration to the GA under this agreement may be addressed to the Contract Administrator.

- 15. Each attorney shall maintain professional liability insurance of at least \$100,000.00/\$300,000.00 to insure against any and all liability arising through the acts of the firms/attorneys under this agreement. Each attorney must annually provide both the Court and Contract Administrators a copy of the insurance policy. If changes are made to said policy, the attorney must provide copies of the changes post haste to the Court and Contract Administrators. IT IS UNDERSTOOD THAT THE GA, COLLECTIVELY OR INDIVIDUALLY, SHALL NOT BE DEEMED A GOVERNMENT OR QUASI-GOVERN-MENTAL AGENCY UNDER THIS AGREEMENT.
- 16. The GA shall provide an "on call" plan whereby the proper law enforcement authorities can contact, by telephone, any one of the GA, if the urgency of the situation demands immediate representation.
- 17. The GA agree to make themselves available for seminars or speaking engagements regarding the criminal justice system or any aspect thereof (not specific pending cases) upon request of any one of the County Commissioners.
- 18. The County agrees to pay the GA the amount of \$345,996.00. The GA shall receive \$345,996.00 compensation commencing January 1, 2012; said amount to be paid in twelve equal installments commencing on the 31st day of January, 2012, and subsequent payments shall be due on the last day of each succeeding month until paid in full.
- 19. In addition to the amounts stated in paragraph 17, the County shall compensate the GA attorneys \$400.00 per day; \$200.00 per half day; for every trial in each Court, commencing the first day of trial. This paragraph is intended to comply and satisfy the holding expressed in the case of In the Matter of Recorders Court Bar Association, et al., v Wayne County Circuit Court, 443 Mich 110.
- 20. In the event an extraordinary case should be appointed to one of the GA, the individual attorney may petition the appropriate Judge for additional fees. A special case would be one that demands an extensive amount of time, preparation or pretrial motions.
- 21. The GA shall assume the costs of administering the contract and all associated overhead expenses, such as telephone, travel inside the county, legal texts, photocopying, and correspondence. The County will reimburse the attorneys or pay directly for all the following reasonable expenses and costs. The appropriate Judge will approve expenses <u>prior</u> to the attorney incurring the expense: copy of police reports; expenses of obtaining necessary medical and legal records; expert witness examinations; fees for depositions; investigative fees; competency and other medical tests; fees for transcripts, filing, witness and service fees; mileage for necessary appearance(s) outside of the County of Isabella at the counties per mile mileage rate, unless transportation is otherwise provided by the County and any other court charges. On Abuse and

Neglect cases, attorneys are entitled to the equivalent of 1 appointment for each year they maintain said case post adjudication. On Abuse and Neglect cases attorneys/guardian ad litems are entitled to mileage at the counties per mileage rate for trips to visit minor child or children. A GA that has accepted appointment to either the Adult or Juvenile Drug Court teams will receive one appointment bi-annually if said GA attends at least 70% of the meetings. The appointment will occur after verification of meeting attendance by the Court Administrator. Open murder cases will be handled outside the parameters of this contract.

- 22. This contract may be terminated at any time with thirty (30) days written notice, without further obligation to either the County or the GA on the basis of "good cause." Furthermore, if the Isabella County Circuit, District and Probate Judges decide that an individual attorney should be removed from participating in this contract on the basis of "good cause," this will not constitute the termination of the contract. Good cause is defined as failure by an attorney to comply with the terms of the contract to the extent that delivery of services to clients by an attorney is impaired or rendered impossible, or a wilful disregard by an attorney of the rights and best interests of clients under this contract, such as leaves them impaired. The individual actions of the GA or any one attorney taken in connection with one case a lone, shall not necessarily constitute "good cause" for removal.
- 23. This agreement supersedes all prior agreements. This agreement cannot be modified except by written instrument signed by the parties hereto. This agreement may not be assigned without the expressed written consent of the parties hereto.

WHEREFORE, the parties hereto have subscribed their signatures to this agreement:

GROUP OF ATTORNEYS:	ISABELLA COUNTY TRIAL COURT:			
BY: GORDON M. BLOEM	BY: PAUL H. CHAMBERLAIN			
Contract Administrator	ITS: Chief Judge			
	ISABELLA COUNTY:			
	BY: DAVID A. LING			
	ITS: Chairman, Board of Commissioners			

Twenty-third Judicial Circuit Court

Counties of:
Alcona .Arenac . Iosco . Oscoda

Allen C. Yenior Chief Judge of the 23rd Circuit Court P.O. Box 609 Standish, Michigan 48658

phone (989) 846-6200 fax (989) 846-6757

January 23, 2014

State Appellate Defender Office Marla McCowan Suite 3300 Penobscot 645 Griswold Detroit, MI 48226

Dear Ms. McCowan:

In response to your letter dated January 04, 2013 I am providing the information requested in regards to the circuit courts criminal court appointed attorney assignments.

Alcona County has a shared court appointed attorney contract with Circuit, District, Probate and Family Courts for one year. These attorney's include Keith E. Moir, David C. Riffel and Joseph Wasche Jr. Each attorney is paid \$26,645.32 a year.

Arenac County Circuit Court contract is with Garner F. Dewey, Duane L. Hadley and Patrick R. Winter. Each attorney is paid \$16,321.60 a year.

Arenac County's Family Court contract is with David C. Riffel, Duane L. Hadley, Darris B. Richards, William D. Engemann, and Melissa K. Wangler. Each attorney is paid \$8,160.80 a year.

Iosco County has a contract with Nathan R. Tyler, Terry R. Ekdahl and Melvin L. Paunovich. Each attorney is paid \$35,414.16 a year.

Oscoda County has a contract in Circuit Court with District Court. The attorneys are Sally Galer, Thomas Schaiberger and Jon McDonald and are paid \$58,000.00 a year.

Oscoda County Family Court has a contract with Melissa K. Wangler, Sally J. Galer, Kristi L. McGregor and David C. Riffel. They are paid \$22,500.00 a year.

If you have any questions please feel free to contact me. Thank you.

Cristy Slocum

Circuit Court Administrator

STATE OF MICHIGAN 24th JUDICIAL CIRCUIT OF MICHIGAN

Room 303 60 West Sanilac Avenue

Sandusky, Michigan 48471

Telephone: (810) 648-2120

Donald A. Teeple Circuit Judge

DATE: December 16, 2013

TO: Marla R. McCowan, SADO

FROM: Christina Baldwin, 24th Circuit Court Assignment Clerk

RE: COURT APPOINTED ATTORNEY LISTS

Dear Ms. McCowan,

Pursuant to your request for information regarding our process for both the selection of court-appointed attorneys as well as the policy for paying for same, attached hereto is a list of the Circuit Court appointment list. Additionally, I have included a copy of the Circuit Court Juvenile Divisions's list. Both departments assign attorneys on a rotation basis. As you are appointed to a case you are 'bumped' to the bottom of the list so that everyone gets an equal opportunity for appointments.

Attorneys wishing to be on the court-appointed list must fill out an application which includes the number of years in practice and areas of expertise. In addition, they must provide to the county proof of their liability insurance.

The Circuit Court pays \$50 hourly, whereas the Juvenile Division pays according to the type of proceeding (a copy of that schedule is attached hereto). I will forward a copy of this request to the District Court for their response, as I am unaware of their process.

Should you have any questions, please feel free to contact me at (810) 648-2120.

Sincerely,

Christina Baldwin, Assignment Clerk

Attachments

Atty-P#-Tele	Date	Type of Case
Weisenbach, Elizabeth V. (989)-269-6487	1 /28/2013	Circuit - Criminal - Felony
VanNorman, Daniel G. P34222 810-667-3601	4 /12/2013	Circuit - Criminal - Felony
Smith, Rand G. P27061 (810)-346-3419	4 /29/2013	Circuit - Criminal - Felony
Simasko, Frank A. P58099 810-987-1645	4 /29/2013	Circuit - Criminal - Felony
Main, Heather Jean P74912 (810)-648-2222	6/3/2013	Circuit - Criminal - Felony
Ladd, Robert P. P24303 810-984-3030	6/3/2013	Circuit - Criminal - Felony
Kelly, Margaret A. P47210 (810)-648-9898	6/3/2013	Circuit - Criminal - Felony
Borkowski, Elaine L. P69421 (810)-346-3420	7 /8 /2013	Circuit - Criminal - Felony
Melton, John E. P56294 586-797-0074	10/28/2013	3 Circuit - Criminal - Felony

Address

115 N. Hanselman St., Bad Axe, MI 48413
385 W. Nepessing Street, Lapeer MI 48446
6967 St. Mary's Street, Brown City, MI 48416
822 Tenth Avenue, Port Huron, MI 48060
48 South Elk, PO Box 286, Sandusky, MI 48471
521 Michigan, Suite A, Port Huron, MI 48060
75 S. Elk, Suite 104, Sandusky, MI 48471
Box 157, 6967 St. Mary's St., Brown City, MI 48416
2801 Lorraine Street, Marlette, MI 48453

Atty-P#-Tele Miller, John Daniel P73921 (810) 664-9908	Date 3 /6 /2013
Kelly, Margaret A. P47210 (810)-648-9898	8 /5 /2013
Smith, Rand G. P27061 (810)-346-3419	8 /14/2013
Main, Heather Jean P74912 (810)-648-2222	8 /26/2013
Radloff, Scott A. P71154 (810) 648-9493	9 /5 /2013
Weisenbach, Elizabeth V. (989)-269-6487	9 /17/2013
Benson, Onjel L. P39204 (248)-462-5681	9 /17/2013
Wrathell, Timothy C. P71990 (810)-648-4070	10/30/2013
Hofmeister, Tara J. P70485 (989) 672-1444	10/30/2013
Borkowski, Elaine L. P69421 (810)-346-3420	11/12/2013
VanNorman, Daniel G. P34222 810-667-3601	11/21/2013

Atty-P#-Tele	Date	Type of Case
Smith, Rand G. P27061 (810)-346-3419	10/18/2013	Family - Abuse and Neglect Case
Benson, Onjel L. P39204 (248)-462-5681	10/28/2013	Family - Abuse and Neglect Case
Hofmeister, Tara J. P70485 (989) 672-1444	11/22/2013	Family - Abuse and Neglect Case
Main, Heather Jean P74912 (810)-648-2222	11/22/2013	Family - Abuse and Neglect Case
Kelly, Margaret A. P47210 (810)-648-9898	11/22/2013	Family - Abuse and Neglect Case
VanNorman, Daniel G. P34222 810-667-3601	11/22/2013	Family - Abuse and Neglect Case
Weisenbach, Elizabeth V. (989)-269-6487	11/27/2013	Family - Abuse and Neglect Case
Borkowski, Elaine L. P69421 (810)-346-3420	11/27/2013	Family - Abuse and Neglect Case

Atty-P#-Tele	Date	Type of Case
Lockard, Andrew R. P65401 (989)-269-9313	1 /28/2010 Family - Guardian Ad Litem	
McNamee, Brandon P71905-810-982-2020	8 /18/2011 Family - Guardian Ad Litem	
Smith, Jason M. P66052 (989) 635-3585	3 /2 /2012 Family - Guardian Ad Litem	
Benson, Onjel L. P39204 (248) 291-6937	10/7 /2013 Family - Guardian Ad Litem	
Weisenbach, Elizabeth V. (989)-269-6487	11/18/2013 Family - Guardian Ad Litem	
Borkowski, Elaine L. P69421 (810)-346-3420	11/18/2013 Family - Guardian Ad Litem	
Hofmeister, Tara J. P70485 (989) 672-1444	11/25/2013	Family - Guardian Ad Litem
Main, Heather Jean P74912 (810)-648-2222	11/25/2013	Family - Guardian Ad Litem
Kelly, Margaret A. P47210 (810)-648-9898	8 11/25/2013 Family - Guardian Ad Litem	

State of Michigan Circuit Court-Family Division Juvenile Division County of Sanilac

REQUEST FOR PAYMENT OF COURT APPOINTED ATTORNEY FEES (JUVENILE)

Case No.:	

Page 1 of 2

IN THE MATTER OF:		
ATTORNEY NAME	BAR NUMBER	TAX I.D. NUMBER
STREET ADDRESS	PHONE NUMBER	FAX NUMBER
CITY, STATE, ZIP CODE	DATE OF APPOINTMENT	
DISPOSITION (DATE, TYPE)		
In termination cases, counsel representing a parent with multiple ch	ildren will receive one fee, not a	fee per child.
I was appointed to represent in to the Sanilac County Family Court Fee Schedule (effective Novem	this action. I request payment for the 1, 2006).	or the following services pursuant
	DATE OF SERVICE	<u>FEES</u>
Preliminary hearing \$100.00		
Disposition Hearing – Delinquent and Neglect \$100.00		
Pretrial \$100.00		
Pretrial w/plea \$200.00		
Evidentiary/Motion Hearing \$100.00		
Probation Violation Hearing \$100.00		
Show Cause Hearing \$100.00		
Review Hearing \$75.00		
Status Hearing \$75.00		
Permanency Planning Hearing \$75.00		
Termination Review Hearing \$75.00		
Plea or Consent of Termination of Parental Rights and Release \$200.00		
 Trial (Waivers, Termination, Capital Offenses, Neglects) Half Day \$150.00 Full Day \$300.00 		
Trial (Others) – Delinquent • Half Day \$125.00		

Fuli Day \$250.00

State of Michigan Circuit Court-Family Division Juvenile Division

Revised February 24, 2012

REQUEST FOR PAYMENT OF COURT APPOINTED ATTORNEY FEES

Case	No.:	

County of Sanilac	(JUVENILE)	l'age	2 of 2
		DATE OF SERVICE	FEES
Required appearance re adjournments – show u			
Mediation – AM or PM	4 session - \$125.00	M	
Detention Hearing/Wa	iver - \$100.00		
for the reason request for ex	peals, etc. sation for extraordinary services s set forth in detail in the attached traordinary fees and A SEPARATE CONED BY THE JUDGE approving the		
		hours x \$50.00 per h	our =
	TOTA	L FEES REQUESTED: \$_	
this case.	I accept the above requested fees as a 2.114: I declare that the statements at		
Signature of Attorney		Date	<u> </u>
FORWARD BILLING TO:	Juvenile Division 24 th Circuit Court – Family Divisi 60 West Sanilac Avenue Sandusky, Michigan 48471	on	
REQUEST FOR PAYM	ENT APPROVED BY:		
Juvenile Director			
	ORDER FOR	PAYMENT	
IT IS ORDERED that the	e County of Sanilac disbursing c	fficer shall pay \$ /her for all time and expens	to se in connection
with this case.			

STATE OF MICHIGAN



HON. JENNIFER A. MAZZUCHI Circuit Judge 25th JUDICIAL CIRCUIT

County Courthouse 234 West Baraga Avenue Marquette, MI 49855 Phone: 906-225-8217

Fax: 906-225-8215

February 6, 2014

Ms. Marla McCowan Assistant Defender and Manager Criminal Defense Resource Center Penobscot Building, Suite 3300 645 Griswold Detroit, MI 48226

Re: Criminal Case Assignments

Dear Ms. McCowan:

I apologize for the delay in responding to your letter of December 4, 2013. We've recently had a change in docket assignments, and we are all still getting settled.

Attached please find a copy of the list of attorneys taking assigned criminal work in our circuit. The rate of pay is \$50 per hour, with Department of Corrections cases paying \$75 per hour. We have just a rotating list of attorneys and no contract in place for any particular attorneys. I've also attached a copy of our Level 1 and Level 2 system for determining qualifications of attorneys seeking appointments.

Our circuit has been following the legislation creating the Indigent Defense Commission. At this time, we have no specific plan. We will work with our funding unit to ensure compliance with the requirements of the reforms.

If you need any further information, please do not hesitate to contact me.

Sincerely,

Jennifer A. Mazzuchi

Circuit Court Judge

JAM/chc

Enclosures

CIRCUIT COURT FELONY APPOINTMENT LIST DATED: February 6, 2014

Level 1 Attorneys	Level 2 Attorneys
(Max. Sen. > 10 yrs.)	(Max. Sen. 10 yrs. or less)
Dominic Andriacchi	Dominic Andriacchi
	Dominic Andriacchi, Jr.
Theodore Fulsher	
Raymond Gregory	Keith DeForge
Sarah Henderson	Theodore Fulsher
George Hyde	Raymond Gregory
Patrick Jennings	Sarah Henderson
Robert Juidici	George Hyde
Karl Numinen	Patrick Jennings
Timothy Quinnell	Andrew Jones
Derek Swajanen	Robert Juidici
	Joseph Lavey
	Karl Numinen
	Jeremy Pickens
	Timothy Quinnell
	Brandon Rickard
	Derek Swajanen

APPOINTMENT OF COUNSEL IN CIRCUIT COURT CRIMINAL CASES Effective Date

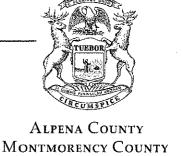
- 1. All circuit court criminal cases shall be divided into two levels based on crime classifications.
- 2. Level 1 cases shall require appointment of attorneys who qualify for appointment to defend Level 1 crimes. Level 1 crimes are high-severity felonies described in the Sentencing Guidelines Manual, dated 3/1/03, or as amended. They are crimes listed in Offense Class M2 (A), (B), (C), or (D). High-severity felonies usually have a statutory maximum of 10 years or more. Level 1 crimes also include Level 2 crimes where the sentence is enhanced by statute to 10 years or more; i.e., habitual offender.
- 3. Level 2 cases shall require appointment of attorneys who qualify for appointment to defend Level 1 crimes or Level 2 crimes. Level 2 crimes are low-severity circuit court crimes listed in Offense Classes (E), (F), (G), and (H). Low-severity crimes usually have a statutory maximum of less than 10 years.
- 4. A list of volunteer attorneys will be maintained and revised as needed.

 Appointments shall be made on a rotational basis to cases for which the attorney is qualified under the standards below. The Court reserves the right to depart from the rotational system or the list where cases demand special resources, skills, or expertise, or for other good reasons such as availability.
- 5. Level 1 qualified attorneys shall be appointed to both levels of cases, but may opt to take only Level 1 assignments. Level 2 qualified attorneys shall be appointed to Level 2 cases only.*
- 6. Qualifications for Level 1 appointments are as follows:
 - 4 felony trials**or 3 felony and 3 misdemeanor trials, or 2 felony and 5 misdemeanor trials.
- 7. Qualifications for Level 2 appointments are as follows:
 - 3 misdemeanor trials** or 1 felony trial and 1 misdemeanor trial.
 - * No attorney may receive an assignment to a Level 1 case without first meeting Level 1 qualifications. Attorneys who are currently on the felony appointment list who do not qualify for Level 2 cases may remain on the list and receive Level 2 assignments for a period of one year. This is in recognition of the fact that all attorneys currently on the list have had considerable felony experience. The Court may require CLE.
 - ** Trials must be to verdict and may be bench or jury, state or federal. Non-local and federal cases will require documentation.

26th CIRCUIT COURT

MICHAEL G. MACK CHIEF JUDGE

720 W. CHISHOLM STREET, SUITE 1 -ALPENA, MI 49707 (989) 354-9573



January 17, 2014

Ms. Marla McCowan Manager, Criminal Defense Resource Center State Appellate Defender Office Penobscot Building, Suite 3300 645 Griswold Detroit, MI 48226-4281

Re:

List of Attorneys taking criminal assignments, or contract defenders &

Eligibility Standards, Forms

Dear Ms. McCowan:

Please be advised that the 26th Circuit, Alpena and Montmorency, have entered into a two-year contract, beginning January 1, 2013, with the firm of Lamble and Bayot (contracts enclosed) for the above services. The terms of the contract are substantially the same as previously submitted; however, the GAL work has been pulled from those contracts. We are in the process of entering into contracts with two different individuals. You will see from the enclosed contracts that the compensation for the firm of Lamble and Bayot has been adjusted to reflect that change.

Sincerely,

Susan M. Szymanski Court Administrator

Enc.

AGREEMENT FOR LEGAL REPRESENTATION ALPENA COUNTY, MICHIGAN

THIS AGREEMENT is made and entered into by and between the County of Alpena as represented by the Judges of the 26th Circuit Court, 88th District Court, and Alpena County Probate Court, all parties of the first part, hereafter referred to as "the Courts" or "the County," and the law firm of Lamble & Bayot, PLLC, and William A. Pfeifer of the law firm of Isackson, Wallace & Pfeifer, P.C., all parties of the second part, jointly and severally, hereafter referred to as the "Contract Provider."

RECITALS

WHEREAS, the County desires to contract for the representation of persons requiring legal representation as required by law in the Circuit, District, and Probate Courts; and

WHEREAS, the Contract Provider has proposed to provide such representation pursuant to the County's request for same; and

WHEREAS, the County having determined that the Contract Provider is able to provide acceptable representation of the persons described above,

NOW THEREFORE, in consideration of the mutual covenants expressed herein, the parties agree as follows:

SCOPE

- A. During the term of this Agreement the Contract Provider agrees to provide representation for all such persons whom the Provider is appointed to represent by the Courts as required by law, including, but not limited to, appearances at the following proceedings in the Circuit, District, and Probate Courts: preliminary examinations; arraignments; motions; hearings; trials; pleas; sentencings; lineups; extradition matters; delinquency and juvenile proceedings; designation proceedings; waiver proceedings; paternity proceedings; probation violation proceedings; neglect and abuse petitions; personal protection order hearings; mental illness, guardianship, legal incapacity, and conservatorship proceedings; Friend of the Court contempt hearings; and appeals to Circuit Court. Specifically exempt are review hearings for Juveniles, and review hearings for parents in neglect and abuse cases, unless specifically appointed by the Court. Also exempt are legal services related to Guardian Ad Litem for juveniles in neglect and abuse cases.
- B. In addition, the Contract Provider shall accept from Alpena, without further compensation, for each calendar year of the contract, representation of up to five

persons who desire to appeal a final disposition from any of the Courts. Said appointments shall be contingent upon the prior approval of the Chief Judge of the 26th Circuit Court.

- C. It is agreed between the parties that cases pending as of July 1, 2008, wherein eligible persons are represented by attorneys other than the Contract Provider, may be handled to completion by the attorney currently assigned. However, payment of the attorney fees and costs shall be the responsibility of the Contract Provider.
- D. The Courts shall determine the people entitled to representation under this Agreement by screening conducted by Court personnel. The Contract Provider shall be obligated to accept all cases covered by this Agreement at the time of receiving notice from the Court Administrator regarding eligibility for representation. Any monies collected by the Courts or the County from partially indigent persons receiving services by the Contract Provider under the terms of this Agreement remain the property of the County or Courts.

DUTIES AND RESPONSIBILITIES

The Contract Provider shall be responsible for the following:

- A. Contract with attorneys to perform the normal representation of eligible persons coming before the Courts as described above;
- B. Assure that all attorneys are competent to perform their required duties;
- C. Assure that all participating attorneys are members in good standing with the State Bar of Michigan;
- D. Monitor and disperse appropriate payments to the participating attorneys;
- E. Provide competent and efficient legal representation of the person to whom they are appointed;
- F. Assure that all participating attorneys complete all duties in accordance with the Court Rules of the State of Michigan and the Rules of Professional Conduct.
- G. Assure that all participating attorneys are punctual for all Court appearances.

TERM

The term of this Agreement shall be from January 1, 2013, through December 31, 2014, the date of signature by the parties notwithstanding. At the termination of this Agreement, the Contract Provider shall provide representation to all individuals for whom the Provider has filed an

appearance and shall conclude representation upon the client's sentence or dismissal. The Contract Provider shall not be compensated for any further representation beyond the installment paid during the month of termination.

EARLY TERMINATION

This Agreement may be terminated, prior to its expiration, with or without cause by either party. Notice of early termination must be made with not less than 60 days written notice delivered by registered or certified mail or in person to the other party. Notice to the County shall be delivered to the Honorable, Chief Judge of the 26th Judicial Circuit Court with courtesy copies provided to the 88th District Court Judge, the Alpena County Probate Judge and the Chairman of the Alpena County Board of Commissioners. Notice to the Contract Provider shall be delivered to Michael Lamble or William Pfeifer. If notice is delivered by mail, it shall be deemed received upon acknowledgment of receipt of the mail by addressee. In the event of termination, the Contract Provider shall be responsible to transfer representation of existing clients on open cases to whomever the County contracts with for the provision of services thereafter. Any representation after the date of termination of this Agreement shall be without additional compensation.

PERSONNEL

The Contract Provider shall provide the professional services to fulfill its obligations for the provision of legal representation of eligible persons under the terms of this Agreement. The Contract Provider shall provide qualified attorneys who are members in good standing with the State Bar of Michigan as may be needed to perform the functions stated herein.

In cases wherein the Contract Provider cannot represent an eligible person for any reason, the Contract Provider shall provide a qualified attorney as may be needed to perform the functions required herein, and the Contract Provider shall be responsible for remuneration of that attorney. Should the Contract Provider find continued difficulty in securing alternate counsel in personal conflict cases, it shall be the right and the discretion of the Circuit Court to secure such additional counsel as needed. Appropriate payment for this additional counsel shall be determined by the Circuit Court. This amount shall be subtracted from the Contract Provider's compensation. The Judges of the Circuit, District, and Probate Courts retain the right to remove an attorney appointed under this provision from representing persons pursuant to this Agreement at any time. It is within the professional discretion of the Contract Provider attorneys to determine, pursuant to the Michigan Rules of Professional Conduct, whether a conflict of interest exists.

ASSIGNMENT

It is understood by the parties that the Contract Provider may contract with other persons for the furnishing of services to be provided under this Agreement as expressly contemplated herein.

However, there shall be no other assignment of rights or obligations under this Agreement, except that the persons named herein as the Contract Provider may assign their entire rights and obligations under this Agreement to a law firm of which they are the principal owners.

ADMINISTRATION AND SUPPORT

The Contract Provider or attorneys retained by the Contract Provider shall provide or cause to be provided the following at no additional cost to the County:

- A. All general administrative services including all administrative scheduling of attorneys' court appearances needed to insure the orderly and timely provision of the legal services contemplated herein;
- B. Office facilities adequate to the needs of the named attorneys while performing all legal services hereunder;
- C. All necessary secretarial and clerical assistance;
- D. All necessary stationary, office supplies, and office equipment including but not limited to duplicating equipment, dictating equipment, computers, facsimile machines, typewriters, and telephones;
- E. All transportation for the Contract Provider necessary for the provision of the legal services contemplated herein.
- F. The collection, retention, and communication of all statistical records regarding the Contract Provider's duties set forth in Scope, paragraph A, of this Agreement as may be required by the Supreme Court Administrator's Office.

COMPENSATION

In consideration of all the services and all incidental costs, expenses and material provided by the Contract Provider under the terms of this Agreement and as accepted elsewhere herein, the County agrees to pay the Contract Provider the sum of \$19,834.00 per month for a term of eleven months and the sum of \$19,826.00 for one month. Said payments are to be made on the fifteenth day of each month that this Agreement remains in effect.

In addition, the County shall pay, upon motion and prior Court approval, the following expenses:

- A. Expert witness fees and costs;
- B. Other witness fees and costs as required by law;
- C. Fees and costs associated with polygraph examinations;
- D. Fees and costs associated with psychiatric examinations;
- E. Transcript fees and costs.

The Contract Provider agrees that the above-listed expenses shall be considered extraordinary and not routine and shall be granted only upon a showing of unusual circumstances by the Contract Provider and at the discretion of the Court. No other payments other than those stated herein shall be made without specific, prior approval by the Courts.

Notwithstanding any language that may be, or appear to be, to the contrary, the compensation specifically provided herein is deemed to be the entire amount to be paid by parties of the first part to parties of the second part as attorney and personnel fees for representation in any and all Courts.

INSURANCE

Each attorney that is a member of the Contract Provider shall maintain professional liability insurance of at least \$100,000.00/\$300,000.00 to insure against any and all liability arising through the acts of the attorneys under this Agreement. The Contract Provider shall append to its policies that the County shall receive notice 30 days prior to any cancellation of said insurance policies.

OTHER PROVISIONS

It is understood and agreed by the parties that:

- A. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties or appointed representatives thereof;
- B. No claim for services furnished by the Contract Provider not specifically provided for in this Agreement will be honored by the County or Courts unless such service has been specifically ordered by the Court(s) and such service, as ordered, is clearly outside the scope of the services specified by the terms of this Agreement;
- C. That the Contract Provider herein acts as an independent contractor and neither its members nor its employees acquire any tenure nor any rights or benefits from the Courts or the County by way of Worker's Compensation, nor any benefits under the

Courts' or the County's personnel programs covering medical and hospital care, sick pay, vacation pay, or severance pay;

D. It is understood that the Contract Provider, collectively or individually, shall not be deemed a governmental or quasi-governmental agency under this Agreement.

ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supercedes all oral agreements and negotiations between the parties related hereto and the subject matter hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below:

below:	
Honorable Michael G. Mack, Chief Judge 26 th Judicial Circuit Court	Dated: _/- ~ ~
Honorable Theodore O. Johnson, Judge 88 th District Court	Dated: 1/15/13
Honorable Thomas J. LaCross Alpena County Probate Court	Dated: ///2 //3
Michael Lamble, Attorney Contract Provider	Dated: //23//3
William Pfeifer, Attorney Contract Provider	Dated: 1/23/13
Ronald Bayot, Attorney	Dated: _ i - 23 - 15

Contract Provider

AGREEMENT FOR LEGAL REPRESENTATION MONTMORENCY COUNTY, MICHIGAN

THIS AGREEMENT is made and entered into by and between the County of Montmorency as represented by the Judges of the 26th Circuit Court and 88th District Court and, all parties of the first part, hereafter referred to as "the Courts" or "the County," and the law firm of Lamble & Bayot, PLLC, and William A. Pfeifer of the law firm of Isackson, Wallace & Pfeifer, P.C., all parties of the second part, jointly and severally, hereafter referred to as the "Contract Provider."

RECITALS

WHEREAS, the County desires to contract for the representation of persons requiring legal representation as required by law in the Circuit and District Court; and

WHEREAS, the Contract Provider has proposed to provide such representation pursuant to the County's request for same; and

WHEREAS, the County having determined that the Contract Provider is able to provide acceptable representation of the persons described above,

NOW THEREFORE, in consideration of the mutual covenants expressed herein, the parties agree as follows:

SCOPE

- A. During the term of this Agreement the Contract Provider agrees to provide representation for all such persons whom the Provider is appointed to represent by the Courts as required by law, including, but not limited to, appearances at the following proceedings in the Circuit and District Court: preliminary examinations; arraignments; motions; hearings; trials; pleas; sentencings; lineups; extradition matters; delinquency and juvenile proceedings; designation proceedings; waiver proceedings; paternity proceedings; probation violation proceedings; neglect and abuse petitions; personal protection order hearings; Friend of the Court contempt hearings; and appeals to Circuit Court.
- B. In addition, the Contract Provider shall accept from Montmorency, without further compensation, for each calendar year of the contract, representation of up to five persons who desire to appeal a final disposition from any of the Courts. Said appointments shall be contingent upon the prior approval of the Chief Judge of the 26th Circuit Court.

- C. It is agreed between the parties that cases pending as of July 1, 2008, wherein eligible persons are represented by attorneys other than the Contract Provider, may be handled to completion by the attorney currently assigned. However, payment of the attorney fees and costs shall be the responsibility of the Contract Provider.
- D. The Courts shall determine the people entitled to representation under this Agreement by screening conducted by Court personnel. The Contract Provider shall be obligated to accept all cases covered by this Agreement at the time of receiving notice from the Court Administrator regarding eligibility for representation. Any monies collected by the Courts or the County from partially indigent persons receiving services by the Contract Provider under the terms of this Agreement remain the property of the County or Courts.

DUTIES AND RESPONSIBILITIES

The Contract Provider shall be responsible for the following:

- A. Contract with attorneys to perform the normal representation of eligible persons coming before the Courts as described above;
- B. Assure that all attorneys are competent to perform their required duties;
- C. Assure that all participating attorneys are members in good standing with the State Bar of Michigan;
- D. Monitor and disperse appropriate payments to the participating attorneys;
- E. Provide competent and efficient legal representation of the person to whom they are appointed;
- F. Assure that all participating attorneys complete all duties in accordance with the Court Rules of the State of Michigan and the Rules of Professional Conduct.
- G. Assure that all participating attorneys are punctual for all Court appearances.

<u>TERM</u>

The term of this Agreement shall be from January 1, 2013, through December 31, 2014, the date of signature by the parties notwithstanding. At the termination of this Agreement, the Contract Provider shall provide representation to all individuals for whom the Provider has filed an appearance and shall conclude representation upon the client's sentence or dismissal. The Contract Provider shall not be compensated for any further representation beyond the installment paid during the month of termination.

EARLY TERMINATION

This Agreement may be terminated, prior to its expiration, with or without cause by either party. Notice of early termination must be made with not less than 60 days written notice delivered by registered or certified mail or in person to the other party. Notice to the County shall be delivered to the Honorable, Chief Judge of the 26th Judicial Circuit Court with courtesy copies provided to the 88th District Court Judge, and the Chairman of the Montmorency County Board of Commissioners. Notice to the Contract Provider shall be delivered to Michael Lamble or William Pfeifer. If notice is delivered by mail, it shall be deemed received upon acknowledgment of receipt of the mail by addressee. In the event of termination, the Contract Provider shall be responsible to transfer representation of existing clients on open cases to whomever the County contracts with for the provision of services thereafter. Any representation after the date of termination of this Agreement shall be without additional compensation.

PERSONNEL

The Contract Provider shall provide the professional services to fulfill its obligations for the provision of legal representation of eligible persons under the terms of this Agreement. The Contract Provider shall provide qualified attorneys who are members in good standing with the State Bar of Michigan as may be needed to perform the functions stated herein.

In cases wherein the Contract Provider cannot represent an eligible person for any reason, the Contract Provider shall provide a qualified attorney as may be needed to perform the functions required herein, and the Contract Provider shall be responsible for remuneration of that attorney. Should the Contract Provider find continued difficulty in securing alternate counsel in personal conflict cases, it shall be the right and the discretion of the Circuit Court to secure such additional counsel as needed. Appropriate payment for this additional counsel shall be determined by the Circuit Court. This amount shall be subtracted from the Contract Provider's compensation. The Judges of the Circuit and District Court retain the right to remove an attorney appointed under this provision from representing persons pursuant to this Agreement at any time. It is within the professional discretion of the Contract Provider attorneys to determine, pursuant to the Michigan Rules of Professional Conduct, whether a conflict of interest exists.

ASSIGNMENT

It is understood by the parties that the Contract Provider may contract with other persons for the furnishing of services to be provided under this Agreement as expressly contemplated herein. However, there shall be no other assignment of rights or obligations under this Agreement, except that the persons named herein as the Contract Provider may assign their entire rights and obligations under this Agreement to a law firm of which they are the principal owners.

ADMINISTRATION AND SUPPORT

The Contract Provider or attorneys retained by the Contract Provider shall provide or cause to be provided the following at no additional cost to the County:

- A. All general administrative services including all administrative scheduling of attorneys' court appearances needed to insure the orderly and timely provision of the legal services contemplated herein;
- B. Office facilities adequate to the needs of the named attorneys while performing all legal services hereunder;
- C. All necessary secretarial and clerical assistance;
- D. All necessary stationary, office supplies, and office equipment including but not limited to duplicating equipment, dictating equipment, computers, facsimile machines, typewriters, and telephones;
- E. All transportation for the Contract Provider necessary for the provision of the legal services contemplated herein.
- F. The collection, retention, and communication of all statistical records regarding the Contract Provider's duties set forth in Scope, paragraph A, of this Agreement as may be required by the Supreme Court Administrator's Office.

COMPENSATION

In consideration of all the services and all incidental costs, expenses and material provided by the Contract Provider under the terms of this Agreement and as accepted elsewhere herein, the County agrees to pay the Contract Provider the sum of \$4,458.00 per month for a term of eleven months and the sum of \$4,462.00 for one month. Said payments are to be made on the fifteenth day of each month that this Agreement remains in effect.

In addition, the County shall pay, upon motion and prior Court approval, the following expenses:

- A. Expert witness fees and costs;
- B. Other witness fees and costs as required by law;
- C. Fees and costs associated with polygraph examinations;

- D. Fees and costs associated with psychiatric examinations;
- E. Transcript fees and costs.

The Contract Provider agrees that the above-listed expenses shall be considered extraordinary and not routine and shall be granted only upon a showing of unusual circumstances by the Contract Provider and at the discretion of the Court. No other payments other than those stated herein shall be made without specific, prior approval by the Courts.

Notwithstanding any language that may be, or appear to be, to the contrary, the compensation specifically provided herein is deemed to be the entire amount to be paid by parties of the first part to parties of the second part as attorney and personnel fees for representation in any and all Courts.

INSURANCE

Each attorney that is a member of the Contract Provider shall maintain professional liability insurance of at least \$100,000.00/\$300,000.00 to insure against any and all liability arising through the acts of the attorneys under this Agreement. The Contract Provider shall append to its policies that the County shall receive notice 30 days prior to any cancellation of said insurance policies.

OTHER PROVISIONS

It is understood and agreed by the parties that:

- A. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties or appointed representatives thereof;
- B. No claim for services furnished by the Contract Provider not specifically provided for in this Agreement will be honored by the County or Courts unless such service has been specifically ordered by the Court(s) and such service, as ordered, is clearly outside the scope of the services specified by the terms of this Agreement;
- C. That the Contract Provider herein acts as an independent contractor and neither its members nor its employees acquire any tenure nor any rights or benefits from the Courts or the County by way of Worker's Compensation, nor any benefits under the Courts' or the County's personnel programs covering medical and hospital care, sick pay, vacation pay, or severance pay;
- D. It is understood that the Contract Provider, collectively or individually, shall not be deemed a governmental or quasi-governmental agency under this Agreement.

ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supercedes all oral agreements and negotiations between the parties related hereto and the subject matter hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below:

Honorable Michael G. Mack, Chief Judge 26th Judicial Circuit Court	Dated: 1-2-13
Honorable Theodore O. Johnson, Judge 88th District Court	Dated: /-7-/3
Montmorency County Board of Commissioners	Dated: 1/29/13
Michael Lamble, Attorney Contract Provider	Dated:
William Pfeifer, Attorney Contract Provider	Dated: 1/9/13
Ronald G Bayo f Ronald Bayot, Attorney Contract Provider	Dated: <u>/- ? - /3</u>



CHERYL A. NEILSEN MONTMORENCY COUNTY CLERK 12265 M-32 PO Box 789 Atlanta, MI. 49709 Phone 989-785-8022 Fax 989-785-8023

December 17, 2013

State Appellate Defender Office ATTN: MARLA R. MCCOWAN Ste. 3300 Penobscot 645 Griswold Detroit, MI. 48226

Re: Attorney Criminal Assign, Contract Defenders etc.

Dear Ms. McCowan:

Please find enclosed a copy of the Public Defender Contract for the 26th Circuit Court Montmorency County. They provide attorney services for indigent criminal cases here in our county. Any other questions may be directed to Sue Szymanski, Court Administrator at 989-354-9573.

Sincerely, Land Aleilsen

Cheryl A. Neilsen

Montmorency County Clerk

Cc: Sue Szymanski

AGREEMENT FOR LEGAL REPRESENTATION MONTMORENCY COUNTY, MICHIGAN

THIS AGREEMENT is made and entered into by and between the County of Montmorency as represented by the Judges of the 26th Circuit Court and 88th District Court and, all parties of the first part, hereafter referred to as "the Courts" or "the County," and the law firm of Lamble & Bayot, PLLC, and William A. Pfeifer of the law firm of Isackson, Wallace & Pfeifer, P.C., all parties of the second part, jointly and severally, hereafter referred to as the "Contract Provider."

RECITALS

WHEREAS, the County desires to contract for the representation of persons requiring legal representation as required by law in the Circuit and District Court; and

WHEREAS, the Contract Provider has proposed to provide such representation pursuant to the County's request for same; and

WHEREAS, the County having determined that the Contract Provider is able to provide acceptable representation of the persons described above,

NOW THEREFORE, in consideration of the mutual covenants expressed herein, the parties agree as follows:

SCOPE

- A. During the term of this Agreement the Contract Provider agrees to provide representation for all such persons whom the Provider is appointed to represent by the Courts as required by law, including, but not limited to, appearances at the following proceedings in the Circuit and District Court: preliminary examinations; arraignments; motions; hearings; trials; pleas; sentencings; lineups; extradition matters; delinquency and juvenile proceedings; designation proceedings; waiver proceedings; paternity proceedings; probation violation proceedings; neglect and abuse petitions; personal protection order hearings; Friend of the Court contempt hearings; and appeals to Circuit Court.
- B. In addition, the Contract Provider shall accept from Montmorency, without further compensation, for each calendar year of the contract, representation of up to five persons who desire to appeal a final disposition from any of the Courts. Said appointments shall be contingent upon the prior approval of the Chief Judge of the 26th Circuit Court.

- C. It is agreed between the parties that cases pending as of July 1, 2008, wherein eligible persons are represented by attorneys other than the Contract Provider, may be handled to completion by the attorney currently assigned. However, payment of the attorney fees and costs shall be the responsibility of the Contract Provider.
- D. The Courts shall determine the people entitled to representation under this Agreement by screening conducted by Court personnel. The Contract Provider shall be obligated to accept all cases covered by this Agreement at the time of receiving notice from the Court Administrator regarding eligibility for representation. Any monies collected by the Courts or the County from partially indigent persons receiving services by the Contract Provider under the terms of this Agreement remain the property of the County or Courts.

DUTIES AND RESPONSIBILITIES

The Contract Provider shall be responsible for the following:

- A. Contract with attorneys to perform the normal representation of eligible persons coming before the Courts as described above;
- B. Assure that all attorneys are competent to perform their required duties;
- C. Assure that all participating attorneys are members in good standing with the State Bar of Michigan;
- D. Monitor and disperse appropriate payments to the participating attorneys;
- E. Provide competent and efficient legal representation of the person to whom they are appointed;
- F. Assure that all participating attorneys complete all duties in accordance with the Court Rules of the State of Michigan and the Rules of Professional Conduct.
- G. Assure that all participating attorneys are punctual for all Court appearances.

TERM

The term of this Agreement shall be from January 1, 2013, through December 31, 2014, the date of signature by the parties notwithstanding. At the termination of this Agreement, the Contract Provider shall provide representation to all individuals for whom the Provider has filed an appearance and shall conclude representation upon the client's sentence or dismissal. The Contract Provider shall not be compensated for any further representation beyond the installment paid during the month of termination.

EARLY TERMINATION

This Agreement may be terminated, prior to its expiration, with or without cause by either party. Notice of early termination must be made with not less than 60 days written notice delivered by registered or certified mail or in person to the other party. Notice to the County shall be delivered to the Honorable, Chief Judge of the 26th Judicial Circuit Court with courtesy copies provided to the 88th District Court Judge, and the Chairman of the Montmorency County Board of Commissioners. Notice to the Contract Provider shall be delivered to Michael Lamble or William Pfeifer. If notice is delivered by mail, it shall be deemed received upon acknowledgment of receipt of the mail by addressee. In the event of termination, the Contract Provider shall be responsible to transfer representation of existing clients on open cases to whomever the County contracts with for the provision of services thereafter. Any representation after the date of termination of this Agreement shall be without additional compensation.

PERSONNEL

The Contract Provider shall provide the professional services to fulfill its obligations for the provision of legal representation of eligible persons under the terms of this Agreement. The Contract Provider shall provide qualified attorneys who are members in good standing with the State Bar of Michigan as may be needed to perform the functions stated herein.

In cases wherein the Contract Provider cannot represent an eligible person for any reason, the Contract Provider shall provide a qualified attorney as may be needed to perform the functions required herein, and the Contract Provider shall be responsible for remuneration of that attorney. Should the Contract Provider find continued difficulty in securing alternate counsel in personal conflict cases, it shall be the right and the discretion of the Circuit Court to secure such additional counsel as needed. Appropriate payment for this additional counsel shall be determined by the Circuit Court. This amount shall be subtracted from the Contract Provider's compensation. The Judges of the Circuit and District Court retain the right to remove an attorney appointed under this provision from representing persons pursuant to this Agreement at any time. It is within the professional discretion of the Contract Provider attorneys to determine, pursuant to the Michigan Rules of Professional Conduct, whether a conflict of interest exists.

ASSIGNMENT

It is understood by the parties that the Contract Provider may contract with other persons for the furnishing of services to be provided under this Agreement as expressly contemplated herein. However, there shall be no other assignment of rights or obligations under this Agreement, except that the persons named herein as the Contract Provider may assign their entire rights and obligations under this Agreement to a law firm of which they are the principal owners.

ADMINISTRATION AND SUPPORT

The Contract Provider or attorneys retained by the Contract Provider shall provide or cause to be provided the following at no additional cost to the County:

- A. All general administrative services including all administrative scheduling of attorneys' court appearances needed to insure the orderly and timely provision of the legal services contemplated herein;
- B. Office facilities adequate to the needs of the named attorneys while performing all legal services hereunder;
- C. All necessary secretarial and clerical assistance;
- D. All necessary stationary, office supplies, and office equipment including but not limited to duplicating equipment, dictating equipment, computers, facsimile machines, typewriters, and telephones;
- E. All transportation for the Contract Provider necessary for the provision of the legal services contemplated herein.
- F. The collection, retention, and communication of all statistical records regarding the Contract Provider's duties set forth in Scope, paragraph A, of this Agreement as may be required by the Supreme Court Administrator's Office.

COMPENSATION

In consideration of all the services and all incidental costs, expenses and material provided by the Contract Provider under the terms of this Agreement and as accepted elsewhere herein, the County agrees to pay the Contract Provider the sum of \$4,458.00 per month for a term of eleven months and the sum of \$4,462.00 for one month. Said payments are to be made on the fifteenth day of each month that this Agreement remains in effect.

In addition, the County shall pay, upon motion and prior Court approval, the following expenses:

- A. Expert witness fees and costs;
- B. Other witness fees and costs as required by law;
- C. Fees and costs associated with polygraph examinations;

- D. Fees and costs associated with psychiatric examinations;
- E. Transcript fees and costs.

The Contract Provider agrees that the above-listed expenses shall be considered extraordinary and not routine and shall be granted only upon a showing of unusual circumstances by the Contract Provider and at the discretion of the Court. No other payments other than those stated herein shall be made without specific, prior approval by the Courts.

Notwithstanding any language that may be, or appear to be, to the contrary, the compensation specifically provided herein is deemed to be the entire amount to be paid by parties of the first part to parties of the second part as attorney and personnel fees for representation in any and all Courts.

INSURANCE

Each attorney that is a member of the Contract Provider shall maintain professional liability insurance of at least \$100,000.00/\$300,000.00 to insure against any and all liability arising through the acts of the attorneys under this Agreement. The Contract Provider shall append to its policies that the County shall receive notice 30 days prior to any cancellation of said insurance policies.

OTHER PROVISIONS

It is understood and agreed by the parties that:

- A. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties or appointed representatives thereof;
 - B. No claim for services furnished by the Contract Provider not specifically provided for in this Agreement will be honored by the County or Courts unless such service has been specifically ordered by the Court(s) and such service, as ordered, is clearly outside the scope of the services specified by the terms of this Agreement;
 - C. That the Contract Provider herein acts as an independent contractor and neither its members nor its employees acquire any tenure nor any rights or benefits from the Courts or the County by way of Worker's Compensation, nor any benefits under the Courts' or the County's personnel programs covering medical and hospital care, sick pay, vacation pay, or severance pay;
- D. It is understood that the Contract Provider, collectively or individually, shall not be deemed a governmental or quasi-governmental agency under this Agreement.

ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supercedes all oral agreements and negotiations between the parties related hereto and the subject matter hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below:

Honorable Michael G. Mack, Chief Judge 26 th Judicial Circuit Court	Dated: 1-2-13
Honorable Theodore O. Johnson, Judge 88 th District Court	Dated:
Montmorency County Board of Commissioners	Dated: 1/29/19
Michael Lamble, Attorney Contract Provider	Dated:
William Pfeifer, Attorney Contract Provider	Dated: 1/9/13
Ronald Bayot, Attorney Contract Provider	Dated: 1-9-13

STATE OF MICHIGAN

ANTHONY A. MONTON CHIEF JUDGE

TERRENCE R. THOMAS CIRCUIT JUDGE



27TH JUDICIAL CIRCUIT OCEANA COUNTY 100 S. STATE STREET, SUITE M-10 HART, MICHIGAN 49420 (231) 873-3977 NANCY C. FOUTY COURT ADMINISTRATOR/ CHIEF CLERK

GEORGIA DENNISON COURT RECORDER/ DEPUTY CLERK

KARI J. FISHEL
JUDICIAL SECRETARY

December 23, 2013

Ms. Marla R. McCowan STATE APPELLATE DEFENDER OFFICE Suite 3300 Penobscot Building 645 Griswold Detroit, MI 48226

RE: Public Defenders

Dear Ms. McCowan:

This will acknowledge receipt of your letter dated December 4, 2013, regarding the above-referenced matter.

Oceana County contracts public defender services with the law firms of: Springstead Law Offices of Hart, Michigan; and Hayes Law Office of Shelby, Michigan.

The current amount of each contract is \$66,678.50 annually to each firm. Their services cover indigent criminal defendants, indigent defendants in paternity cases, and indigent respondents in Friend of the Court show cause matters. The contract also covers guardianships and mental health matters in the Probate Court, as well as juvenile matters in the Family Court where financial hardships are concerned.

Oceana County does not require an eligibility form for the assignments in criminal cases. And, lastly, the compliance with the guidelines of the Michigan Indigent Defense Commission involves information which is in the process of being developed.

I trust this answers your inquiry.

Sincerely,

ancy C. Fouty

Oceana County Circuit Court Administrator

State Of Michigan 27th Judicial Circuit Court County of Newaygo

1092 Newell Street Post Office Box 885 White Cloud, MI 49349

www.countyofnewaygo.com ccweb@co.newaygo.mi.us Circuit Court (231) 689-7252 Friend of the Court (231) 689-7260 Juvenile Services (231) 689-7275 FAX No. 231-689-7015

December 18, 2013

Marla R. McGowan CDRC Manager State Appellate Defender Office Suite 330 Penobscot Building 645 Griswold Street Detroit, MI 48226-4281

RE: List of Attorneys Taking Criminal Assignments, or Contract Defenders & Eligibility Standards, Forms

Dear Ms. McGowan,

Please find a copy of the contract currently in effect for our 2014 defense services for the Newaygo County Circuit Court enclosed. Judicial discretion is used to determine eligibility for appointed counsel in criminal cases following questioning of the party seeking such counsel. The Request for Court-Appointed Attorney and Order (MC 222) is also utilized. We plan to wait until the Michigan Indigent Defense Commission specifies the guidelines more concretely before making changes to any current processes.

If you have any questions, please feel free to contact me at (231) 689-7251.

Sincerely,

Wendy M. Jarvis

Deputy Director/FOC

Newaygo County Circuit Court

Enc.

27TH JUDICIAL CIRCUIT COURT COUNTY OF NEWAYGO Circuit Division

2014 PUBLIC DEFENDER AGREEMENT

THIS AGREEMENT, made the 1st day of January, 2014, between the County of Newaygo, a Michigan Corporation, hereinafter referred to as the "County" and John M. Greer, Rick A. Prysock, and Christine Clancy Frisbie hereinafter referred to as the "Public Defenders", Witnesseth:

WHEREAS, the County is in need of continuing just, effective and an economical system for providing attorneys at County expense to represent those individuals coming within the court's jurisdiction who cannot retain private counsel due to indigence; and,

WHEREAS, the system which appears to offer the most satisfactory fulfillment to that need is that of a contract by the County with one or more lawyers or law firms to provide such services as may be needed; and,

WHEREAS, the attorneys have been deemed qualified by the Court, and, having represented that they are ready, willing and able to provide such services on a contract basis.

NOW THEREFORE, the parties do hereby mutually agree as follows:

- 1. The term of this Agreement shall be from January 1, 2014 through December 31, 2014.
- The Public Defenders agree to provide legal defense services for all indigent defendants charged with crimes requiring court appointed counsel during their term of this contract; all indigent defendants in a paternity cause; and all indigent individuals charged with civil contempt for failure to comply with an order of the court.
- 3. The Public Defenders further agree to accept appointments as lawyer-guardian ad litem to represent the interests of the child(ren) in domestic matters, and shall comply with all requirements and responsibilities as set forth under the Child Custody Act (MCL 722.24). It is understood the court may appoint John M. Greer and Rick A. Prysock up to two cases per year, and Christine Clancy Frisbie may be appointed one case per year.
- 4. If it is judicially determined that a person accused of a crime or other eligible indigent individuals are entitled to court appointed counsel, then said court shall appoint Christine Clancy Frisbie, John M. Greer, or Rick A. Prysock to represent said accused.
- 5. If it is judicially determined that a Public Defender, under contract for Newaygo County, is unable to represent an otherwise eligible, indigent individual due to a conflict of interest then said Judge shall appoint a Public Defender under contract with the Oceana County Circuit Court. It is understood the Public Defenders under contract with the Newaygo County Circuit Court shall provide reciprocal coverage to the Oceana County Circuit Court in similar circumstances. Public Defenders from Newaygo County Circuit Court shall be reimbursed \$50.00 per hour plus mileage at the applicable rate approved by the Newaygo County Board of Commissioners for coverage of an Oceana County Circuit Court case. Requests for mileage reimbursement must be submitted to the

Newaygo County Circuit Court within 90 days of the date the mileage occurred for reimbursement.

- If it is judicially determined the Public Defenders in both Newaygo County and Oceana County Circuit Courts are unable to represent an otherwise eligible, indigent individual due to a conflict of interest then said judge shall appoint other available counsel.
- 7. The Public Defenders agree that Christine Clancy Frisbie shall receive all appointments to represent indigent individuals in paternity, civil contempt, personal protection, child and/or spousal support matters. If it is judicially determined that Christine Clancy Frisbie is unable to represent an otherwise eligible, indigent individual, because of a conflict of interest, then John M. Greer or Rick A. Prysock, shall be appointed to represent said accused.
- 8. That for the performance of the above-described services, the Court will pay the following sums to the respective attorneys, to-wit:

	John M. Greer	37.5%	\$38,786.41
	Rick A. Prysock	37.5%	\$38,786.41
	Christine Clancy Frisbie	25.0%	<u>\$25,857.61</u>
Tot	tal		\$103,430,43

The above sums shall be paid to John M. Greer and Rick A. Prysock in twelve (12) varying monthly installments as detailed below:

JANUARY 2014	\$3,234.41
FEBRUARY – DECEMBER 2014	\$3,232.00

The above sums shall be paid to Christine Clancy Frisbie in twelve (12) varying monthly installments as detailed below:

JANUARY 2014	\$2,154.81
FEBRUARY 2014-DECEMBER 2014	\$2,154.80

9. The Public Defenders agree that it is their obligation under this agreement to represent indigent, criminal defendants, paternity cause defendants, and individuals charged with civil contempt. The Public Defenders agree that their obligations under this agreement shall take precedence over any and all other commitments that said attorneys might have in the course of their private legal practice. The Public Defenders agree that if they agree, or contract, with another attorney to provide any services to the Newaygo County Circuit Court that would fall within the parameters of this contract that it will be compensated by the Public Defenders/Attorneys directly, and only after receiving the approval of the Chief Circuit Court Judge. Any of these agreements or contracts between the Public Defenders and another attorney for services outlined in this contract must be submitted to The Newaygo County Circuit Court. The Newaygo County Circuit Court will not compensate any attorney working in conjunction with the Public Defenders named in this contract for delivery of services outlined in this contract.

- 10. The Public Defenders agree to abide by the Michigan Rules of Professional Conduct as adopted by Order of the Michigan Supreme Court.
- 11. The term of this agreement shall be on a month-to-month basis, and will be automatically renewed unless terminated by any of the respective parties. In addition, the above-mentioned salaries may be re-negotiated on an annual basis.
- 12. This agreement may be terminated by the County in the following situations:
 - ☐ If the Public Defenders fail to perform their obligations under this agreement in a manner satisfactory to the Chief Circuit Judge.
 - Newaygo County Circuit Court finds that the Public Defenders have not provided adequate counsel for those indigent defendants they are appointed to represent.
- 13. The Public Defenders shall be required to keep adequate records of all appearances and services on behalf of defendants represented under this agreement, and shall make such records available to the Newaygo County Circuit Court, as it shall reasonably direct.
- 14. The Public Defenders shall be required to provide written proof of current liability insurance coverage in accordance with Newaygo County's Purchasing Policy. The Public Defenders shall notify the Newaygo County Circuit Court of any cancellations, or coverage issues, which may arise. Liability insurance will be at the expense of the Public Defenders themselves.

15. This agreement shall be subject to any state law, Michigan Supreme Court order, or Michigan Court Rule that affects the qualification, appointment or compensation of court appointed lawyers in this state.

DATED: 12-16-13

DATED: 3 - 16-13

DATED: 12-2-13

DATED: 10-16-13

Anthony A. Monton, Chief Circuit Judge

John M. Greer

CK A. Prysock

Christine Clancy Frisbie

THE CIRCUIT COURT

TWENTY - EIGHTH JUDICIAL CIRCUIT

STATE OF



MICHIGAN

WILLIAM M. FAGERMAN CIRCUIT JUDGE COUNTIES OF MISSAUKEE AND WEXFORD

COUNTY COURTHOUSE 437 E. DIVISION CADILLAC, MICHIGAN 49601 PHONE: (231) 779-9490 FAX: (231) 779-9230

December 17, 2013

Maria R. McCowan State Appellate Defender Office Suite 3300 Penobscot 645 Griswold Detroit, MI 48226-4281

RE: Attorneys taking criminal assignments in Wexford and Missaukee

Counties

Dear Ms. McCowan:

I am responding to your letter dated December 4, 2013, requesting information about the attorneys handling criminal assignments in our circuit.

For Wexford County, the following attorneys are under contract as Public Defenders:

Johanna C. Carey 117 W. Cass Street Cadillac, MI 49601

Brian J. Hoffman P.O. Box 529 Lake City, MI 49651 Burton A. Hines, Jr. 419 E. Chapin Street Cadillac, MI 49601

A copy of the contract is enclosed for your information.

December 17, 2013 Marla R. McCowan Page 2

For Missaukee County, the following attorneys are under contract as public defenders:

William S. Barnett 121 N. Mitchell Street Cadillac, MI 49601

Cameron S. Harwell 121 N. Mitchell Street Cadillac, MI 49601 Brian J. Hoffman P.O. Box 529 Lake City, MI 49651

Michael J. O'Hagan 140 Paluster Street Cadillac, MI 49601

Robert D. Ringstrom 521 N. Lake Street Cadillac, MI 49601 Suzanna K. Sedlacek 315 N. Mitchell Street Cadillac, MI 49601

A copy of the contract is enclosed for your information.

In both counties, the attorneys are assigned in the District Court and then the case is bound over to the Circuit Court with the attorney that was assigned. The form used for assignment is MC 222.

I am instructed by the Chief Judge of the Court that the implementation of Public Act 93 of 2013 requires that the MIDC has yet to establish standards for indigent defense within the State of Michigan and the same has not yet been approved by the Supreme Court. Upon approval of those standards, the Court will engage in planning to comply with those standards.

If you have any questions, please feel free to contact our office.

Thank you.

Very truly yours,

Julie A. Vanderheide Court Administrator

sei A. Varderned

AGREEMENT

Pursuant to Missaukee Circuit Court Administrative Order 2004-01J and MCR 6.005 this agreement is made this <u>27th</u> day of September, 2013, between the 28th Judicial Circuit Court of the State of Michigan, the 84th District Court of the State of Michigan, and the Missaukee County Probate Court of the State of Michigan hereinafter referred to as the "Courts" and the law firms of William S. Barnett, Esq., Cameron S. Harwell, Esq., Brian J. Hoffman, Esq., Michael J. O'Hagan, Esq., Robert D. Ringstrom, Esq., and Suzanna Sedlacek, Esq., hereinafter referred to as the "Attorneys"; witnesseth:

WHEREAS, the Court is in need of an efficient and economical system for providing lawyers at county expense to represent those individuals who are indigent and entitled to a lawyer in the proceedings in the Probate Court, the Criminal Division of the District Court, the Criminal Division of the Circuit Court, and the Family Division of the Circuit Court; and

WHEREAS, the system which appears to offer the most satisfactory fulfillment of that need is that of a contract between the Courts and one or more attorneys to provide such services as may be needed; and

WHEREAS, the Court and the attorneys agree that the compensation to be paid in this contract is reasonably related to the services the attorneys actually perform based not only upon a periodic review by the Court and the attorneys of the number of cases assigned and the hours expended for the representation of indigent parties but also upon a reasonable estimate of the cases to be assigned and the hours to be expended by the attorneys for the contract year covered by this agreement; and

WHEREAS, the attorneys have represented that they are ready, willing, and able to provide such services on a contract basis;

NOW THEREFORE, the parties do hereby mutually agree as follows:

1. The term of this agreement shall be from October 1, 2013, through September 30, 2014.

2. During said period the Attorneys agree to provide competent legal representation for all indigent parties entitled to counsel in the Probate Court, the Criminal Division of the District Court, the Criminal Division of the Circuit Court, and the Family Division of the Circuit Court in Missaukee County and shall continue such representation of each defendant until final disposition in any court within said county even should that extend beyond the termination date of this contract.

Notwithstanding the above, it is agreed that appointment of counsel to Friend of the Court contempt proceedings and personal protection order matters is not part of this contract.

- 3. For the purpose of this agreement criminal offenses shall include probation violation hearings.
- 4. During said period the Attorneys also agree to pursue appeals other than to the Court of Appeals or Supreme Court.
- 5. Division of cases. It is intended that the representation of indigents in the Courts shall be divided equally among the law firms entering into this contract. Instances where there are multiple persons to be represented and conflicts of interest requiring more than seven law firms, counsel shall notify the appropriate judge and additional counsel shall be appointed by the Court for that purpose. In the event that unusual circumstances or cases impose a disproportionate burden upon one of the law firms, the judges of the Court reserve the right to relieve the case load of one law firm and to assign extra cases to the others for the purpose of equalizing their burden, and the case load of the Attorneys will be reviewed quarterly for that purpose.
- 6. In the event that counsel determine that any party who is being represented is not in fact indigent or is capable of partial reimbursement to the county of the costs of his representation, the appropriate judge shall be promptly notified and arrangements made either for reimbursement or for substitution of counsel.

- 7. For the performance of the above described services Missaukee County shall pay to each of the attorneys the amount of \$12,150.00 during the term of this contract. Payment to the attorneys shall be made in 12 equal installments commencing October 15, 2013, and payable the 15th day of each month thereafter until the full amount is paid.
- 8. For any matter involving a trial or hearing exceeding one day duration or involving time demands of extraordinary nature, counsel may petition the Court for additional compensation at the rate of \$55.00 per hour for trial time only.
- 9. Missaukee County shall reimburse the Attorneys for out-of-pocket expenses such as are currently authorized including long distance telephone tolls, transcripts for appeals, and such other expenses as may from time to time be ordered by the judges. However, Missaukee County will not reimburse attorneys for mileage to and from Cadillac. Travel expenses outside of the 28th Circuit Court boundaries may be reimbursed in exceptional circumstances, and such reimbursement requests will be evaluated on a case by case basis. The Attorneys will use court file transcripts for all motions based on District Court proceedings. Such costs are to be billed by the 30th day of each month payable in the usual course of county procedure upon approval by the respective judges.
- 10. Although this contract is for 12 months duration, the Courts and the Attorneys agree that this contract may be terminated by the Courts or by any attorney by giving written notice of the proposed termination at least 30 days prior to the date of the proposed termination.

Should this contract be terminated as to any attorney or should it not be renewed, each attorney agrees that if required to do so by a court, he will complete the representation of all clients who had been assigned to him during the existence of the contract, for which representation compensation shall be paid on a quantum merit basis as approved by the respective judges.

WILLIAM M. FAGERMAN, Circuit Judge WILLIAM S. BARNETT, ESQ. CHARLES PARSON Acting Chief Judge of CAMERON S. HARM	the District Court
BRIAN J. HOFFMAN, ESQ. MICHAEL V. O'HAG	AN, ESO.
ROBERT D. RINGSTROM, ESQ. SUZANNA K. SEDLA	ACEK, ESQ.
Attest: Wille A. Vanderheide Julie A. Vanderheide	
Flora, a. Fhundy FLORA A. GRUNDY	

AGREEMENT

Pursuant to Wexford Circuit Court Administrative Order 2003-05J and MCR 6.005 this agreement is made this <u>28th</u> day of December, 2012, between the 28th Judicial Circuit Court of the State of Michigan and the 84th District Court of the State of Michigan, hereinafter referred to as the "Courts" and the law firms of Johanna C. Carey, Esq., Burton A. Hines, Jr., Esq., and Brian J. Hoffman, Esq., hereinafter referred to as the "Attorneys"; witnesseth:

WHEREAS, the Courts are in need of an efficient and economical system for providing attorneys at county expense to defend those individuals who are charged with criminal offenses and who cannot retain private counsel due to indigency; and

WHEREAS, the system which appears to offer the most satisfactory fulfillment of that need is that of a contract between the Courts and one or more attorneys to provide such services as may be needed; and

WHEREAS, the Court and the attorneys agree that the compensation to be paid in this contract is reasonably related to the services the attorneys actually perform based not only upon a periodic review by the Court and the attorneys of the number of cases assigned and the hours expended on this contract in the previous year but also upon a reasonable estimate of the cases to be assigned and the hours to be expended by the attorneys for the contract year covered by this agreement; and

WHEREAS, the attorneys have represented that they are ready, willing, and able to provide such services on a contract basis;

NOW THEREFORE, the parties do hereby mutually agree as follows:

- 1. The term of this agreement shall be from January 1, 2013 through December 31, 2013.
- 2. During said period the Attorneys agree to provide complete legal defense services for all indigent criminal defendants charged with criminal offenses in Wexford County and shall continue such representation of each defendant until final disposition in any court within said county even should that extend beyond the termination date of this contract.
- 3. For the purpose of this agreement criminal offenses shall include probation violation hearings.

- 4. During said period the Attorneys also agree to pursue appeals other than to the Court of Appeals or Supreme Court.
- 5. Division of cases. It is intended that the representation of indigents in the Courts shall be divided equally between the law firms entering into this contract. Instances where there are multiple persons to be represented and conflicts of interest requiring more than three law firms, counsel shall notify appropriate judge and additional counsel shall be appointed by the Court for that purpose. In the event that unusual circumstances or cases impose a disproportionate burden upon one of the law firms, the judges of the Court reserve the right to relieve the case load of one law firm and to assign extra cases to the others for the purpose of equalizing their burden, and the case load of the Attorneys will be reviewed quarterly for that purpose.
- 6. In the event that counsel determine that any party who is being represented is not in fact indigent or is capable of partial reimbursement to the county of the costs of his representation, the appropriate judge shall be promptly notified and arrangements made either for reimbursement or for substitution of counsel.
- 7. For the performance of the above described services Wexford County shall pay to each of the three attorneys the amount of \$40,130.00. Payment to Johanna C. Carey, Esq., Burton A. Hines, Jr., Esq, and Brian J. Hoffman, Esq. shall be made in 12 equal installments commencing January 15, 2013, and payable the 15th day of each month thereafter until the full amount is paid.
- 8. For any matter involving a trial or hearing exceeding one day duration or involving time demands of extraordinary nature, counsel may petition the Court for additional compensation at the rate of \$55.00 per hour for trial time only.
- 9. Wexford County shall reimburse the Attorneys for out-of-pocket expenses such as are currently authorized including long distance telephone tolls, mileage, transcripts for appeals, and such other expenses as may from time to time be ordered by the judges. The Attorneys will use court file transcripts for all motions based on District Court proceedings. Such costs are to be billed by the 30th day of each month payable in the usual course of county procedure upon approval by the respective judges.
- 10. Although this contract is for one year duration, the Courts and the Attorneys agree that this contract may be terminated by either Court or by any attorney by giving written notice of the proposed termination at least 30 days prior to the date of the proposed termination.

Should this contract be terminated as to any attorney or should it not be renewed, each

attorney agrees that if required to do so by a court, he will complete the representation of all clients who had been assigned to him during the existence of the contract, for which representation compensation shall be paid on a quantum merit basis as approved by the respective judges.

WILLIAM M. FAGERMAN, Circuit Judge

DAVID A. HOGG, District Judge

JONANNA C. CAREY, ESQ.

BURTON A. HINES, J., ESQ

BRIAN J. HOFFMAN, ESQ.

Attest:

JULIE A. VANDERHEIDE

FLORA A GRIDIOV

COURT APPOINTED ATTORNEY LIST - CLINTON COUNTY 2010

Robert Bellgowan

Frederick Blackmond

Thomas Clement

Kerry Cole

Antoinette Frazho

Edward Jackson

Nicholas Leydorf

John Maurer

Scott Mertens

John Salemi

Shannon Schlegel

Dan Skorich

Anthony Spagnuolo

Ronald Zawacki

Michael Staake

John Abbott

Marion Bernstein

Carolyn Bovee

Christopher Brown

Jeffrey Rothstein

Peggy Rostorfer

Kristen Krol

Kris Yockey

William Metros

Robert Andretz

Steven Feigelson

Melanie Wandji

Jeffrey Thornberg

Thomas Edwards

State of Michigan

29th Judicial Circuit Court

Gratiot & Clinton Counties

RANDY L. TAHVONEN MICHELLE M. RICK CIRCUIT JUDGES

May 7, 2009

Gratiot County Courthouse 214 E. Center Street P.O. Box 437 Ithaca, Michigan 48847 Telephone (989) 875-5224 Fax (989) 875-5285 E-mail circuitcourt@co.gratiot.mi.us

Ms. Dawn Van Hoek Chief Deputy Director State Appellate Defender Office 101 North Washington, 14th Floor Lansing, MI 48913-0001

RE: List of Attorneys Taking Criminal Assignments

Dear Ms. Van Hoek:

Court appointed attorneys in Gratiot County earn \$60 an hour. I am not in possession of a contract or counsel fee schedule. The list of appointed counsel appears below:

Richard D. Gay (P13886) 330 N. State Street, PO Box 215

Alma, Michigan 48801

Laura M. Benitez (P46710)

P.O. Box 515 Alma, Michigan 48801

Todd Fisher (P60966)

P.O. Box 30

Alma, Michigan 48801

Colleen M. Davis (P61499) 125. E. Newark Street, Suite 200

Ithaca, MI 48847

Christopher D. Goggin (P68689) PO Box 488 Alma, MI 48801

Ryan T. Pellerito (P65857)

107 W. Superior St., Suite 19

Alma, MI 48801

Rhonda Clark (P49818) 308 W. Washington Street

St. Louis, MI 48801

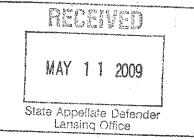
Tony J. Moses (P63874)

107 W. Superior Street, Suite 20

Alma, MI 48801

Gary D. Haffey (P14081)

PO Box 515 Alma, MI 48801



Most of our court appointments are made at the district court level. When appointments are made in circuit court, this is usually accomplished by inserting the appointment of the assigned attorney into a scheduling Order.

Please let me know if you require additional information.

Sincerely,

Marchia Barbara L. Stewart

Gratiot County Circuit Court Administrator

COURT APPOINTED ATTORNEY LIST 2008

ATTORNEY	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	ост	NOV	DEC
FELONY & HIGH MISD												
Robert Bellgowan												
Frederick Blackmond								•				
Thomas Clement									-			
Kerry Cole									-			
Antoinette Frazho												-
Edward Jackson							1 44900	3				
Nicholas Leydorf									•			
John Maurer												
Scott Mertens												
John Salemi									D			
Shannon Schlegel	25 - 11001 etc. 52/10			describe.								
Dan Skorich											100000000	
Anthony Spagnuolo												
Ronald Zawacki												
Michael Stacke												
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HIGH MISD & MISD												
John Abbott												
Marion Bernstein										,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
Carolyn Bovee												
Christopher Brown ₪.												
Ihomae Edwards											2 52 - 3	
Richard Librizzi		***************************************			7							
Michael Nolen							•	100				
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MISDEMEANOR												
Joanne Adam												7/1
Robert Andretz - To												
Steven Feigelson - たい								10 101 21	547(0-5)			
Michael Staake_fclm ¹⁶⁵												
Jeffrey Thornburg , 45												
Melanie Wandji		Ť										

Ingham County Circuit Court 30th Judicial Circuit

P.O. BOX 40771 LANSING, MI 48901-7971 TELEPHONE: (517) 483-6500

JANELLE A. LAWLESS Chief Circuit Judge

SHAUNA DUNNINGS Circuit Court Administrator



SHAUNA DUNNINGS

Acting Deputy Court
Administrator / Friend of the Court

RHONDA K. SWAYZE
Deputy Court Administrator /
General Trial Division

MAUREEN WINSLOW Deputy Court Administrator / Juvenile Division

MEMORANDUM

To: Marla McCowan, SADO

From: Leigh Ann Whipple, Pretrial Services

Date: January 27, 2014

Re: Court Appointed Counsel Information

Per your request:

- 1. Please find attached a list of our Court Appointed Counsel and our fee schedule.
- 2. N/A
- 3. We use each District Court's Register of Action for our forms. The eligibility is included in the attached fee schedule.
- 4. To be determined

Please contact me if you have any further questions.

Thank you.

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Ingham County Circuit Court 30th Judicial Circuit

P.O. BOX 40771 313 W. KALAMAZOO STREET LANSING, MI 48901-7971 TELEPHONE: (517) 483-6500

WILLIAM E. COLLETTE Chief Circuit Judge

DAVID L. EASTERDAY Circuit Court Administrator



SHAUNA DUNNINGS
Deputy Court Administrator /
Friend of the Court

RHONDA K. SWAYZE
Deputy Court Administrator /
General Trial Division

MAUREEN WINSLOW
Deputy Court Administrator /
Juvenile Division

STATE OF MICHIGAN IN THE CIRCUIT COURT FOR THE COUNTY OF INGHAM

IN THE MATTER OF:

COURT APPOINTED COUNSEL

ADMINISTRATIVE ORDER 2008-02 Rescinds 2005-04

IT IS ORDERED:

This administrative order is issued in accordance with MCR 8.123 and *Michigan Supreme Court Administrative Policy Memorandum 200305*. This order adopts the Thirtieth Circuit Court Assigned Counsel Plan, which incorporates the records required under MCR 8.123.

I. Selection Criteria and Procedures

A. General Trial Division

The General Trial Division (GTD) appoints counsel for criminal cases and for contempt cases involving personal protection orders and FOC/Non-Support issues.

<u>Criminal Practice Roster</u>

The criminal practice roster is divided into three classifications. Effective June 23, 1993, the Circuit Court Bench approved the attorney classifications as follows:

Level A: Level A attorneys are eligible to receive appointments for

any felony and are paid per hour, rather than per event.

Level B: Level B attorneys are eligible to receive appointments for

any felony except: Murder I, Murder II, Open Murder,

Conspiracy to Murder, Attempted Murder, Assault with Intent to Murder, Criminal Sexual Conduct I, Kidnapping, **Armed Robbery**, and Possession with Intent to Deliver more than

650 grams of Cocaine.

Level C: Level C attorneys are eligible to receive appointments for any

felony carrying a maximum of 10 years, or less, and may also receive appointments for charges of Possession of LSD. Level C attorneys also are required to attend three of the first five

seminars offered after being appointed.

To be eligible to be on the GTD criminal rosters, attorneys must be a member in good standing with the Michigan State Bar Association and must have their residence or principal office within Ingham County or the City of Lansing.

To be placed on the GTD criminal practice rosters, a written request must be submitted to the **Deputy Court Administrator**. All requests to be placed on the GTD rosters will be granted upon receipt of request, except in those instances where the requesting attorney has been previously removed from a roster or is requesting placement above the "C" level on the criminal court-appointed counsel roster. In those instances, the request will be reviewed and decided by the Chief Circuit Court Judge.

Representation

Appointed counsel are required to <u>personally appear</u> for and represent the defendant <u>at each stage</u> of the case through sentencing. This includes appearing at a line-up unless the attorney requests Pretrial Services to appoint another attorney for the line-up.

Withdrawal and substitution of counsel will be granted by the District Court Judge assigned to the case while at the District Court level and by the Circuit Court Judge assigned to the case while at the Circuit Court level. Notification must be provided to Pretrial Services when a Motion to Withdraw is granted.

If new counsel is retained, the stipulation must indicate that retained counsel is replacing court-appointed counsel.

Temporary substitution of counsel for a specific event requires prior approval of the assigned Circuit Court Judge at the Circuit Court level or the assigned District Court Judge at the District Court level, as well as notice to Pretrial Services.

Reclassification

To be eligible for reclassification to Level B, attorneys must have practiced for at least two years as a Level C lawyer. Additionally, during these two years of practice as a Level C attorney, the attorney must attend a total of four criminal defense seminars offered by the Ingham County Circuit Court. Three of these seminars must be attended within the first five seminars offered after an attorney's appointment date.

To be eligible for Level A status, an attorney must have practiced at Level B for at least two years.

Applications for reclassification must be filed with the Pretrial Services Division by January 1, of each year.

At a minimum, requests for reclassification will be judged on counsel's:

A. Knowledge of Law

- 1. Substantive
- 2. Evidentiary
- 3. Understanding of court procedures

B. Case Readiness

- 1. Attention to client's needs
- 2. Document preparation
- 3. Motions anticipated and timely scheduled
- 4. Preparation of defendant to clearly articulate factual basis for plea
- 5. Accurate statement of the full basis for plea agreement

C. Personal Representation

- 1. Attitude
- Cooperation
- 1. Promptness
- 2. Confidence
- 3. Credibility
- 4. Reasonableness of voucher billing
- 5. Judgment
- 6. Integrity

D. Any other factors deemed to be relevant by the General Trial Division bench

Removal

Attorneys on the Level C list will be removed if two consecutive annual applications for advancement are denied, or if the attorney is not reclassified within two years of attaining eligibility status.

Attorneys at any level may be removed for cause by a majority vote of the General Trial bench.

Review

Attorneys may request that the Chief Judge review their classification, suspension, or removal from the roster by sending a letter requesting a review to: Circuit Court Administrator, 313 W. Kalamazoo, P.O. Box 40771, Lansing, MI 48901-7971. The letter must contain sufficient documentation to enable the court to make a finding regarding the classification or suspension or removal.

PPO Roster

To be eligible to be on the PPO roster, attorneys must be of C Level standing.

To be placed on the PPO roster, a written request must be submitted to Pretrial Services.

FOC Roster

To be eligible to be on the FOC roster, attorneys must be a member in good standing with the Michigan State Bar Association and may not be in arrears in payment of personal support or maintenance.

To be placed on the FOC roster, a written request must be submitted to Pretrial Services.

Removal

Attorneys may be removed for cause by a majority vote of the Ingham County Circuit Court bench.

Review

Attorneys may request that the Chief Judge review their classification, suspension, or removal from the roster by sending a letter requesting a review to: Circuit Court Administrator, 313 W. Kalamazoo, P.O. Box 40771, Lansing, MI 48901-7971. The letter must contain sufficient documentation to enable the court to make a finding regarding the classification or suspension or removal.

B. Family Division

The Family Division (FD) appoints counsel for juvenile cases and maintains separate rosters for Abuse/Neglect, Delinquency, and Specialized Delinquency cases which include capital offenses and juvenile waivers and designations.

To be eligible for the FD rosters attorneys must be a member in good standing with the State Bar of Michigan.

To be placed on the Family Division's Court-Appointed Counsel rosters, a written request must be submitted to the Presiding Judge of the Family Division. If approved by the Presiding Judge, attorneys will initially be placed on the Delinquency list.

Reclassification

All attorney appointment lists are reviewed on a yearly basis by the Family Division Judges.

To be promoted to the Abuse/Neglect list, the attorney must submit a letter to the Presiding Judge of the Family Division requesting to be promoted to such list.

To be eligible for the Specialized Delinquency roster for juvenile waiver and designation cases an attorney must have several years experience in both juvenile and criminal cases and have demonstrated considerable substantive and procedural knowledge of law, as well as, superior attention to client needs and case preparedness.

To be placed on the Specialized Delinquency roster for juvenile waiver and designation cases, a written request must be submitted to the Presiding Judge of the Family Division.

Removal

Attorneys may be removed from any of the juvenile rosters upon the directive of any of the judges assigned to the Family Division bench.

Review

Attorneys may request that the Chief Judge review of their classification, suspension, or removal from the roster by sending a letter requesting a review to: Circuit Court Administrator, 313 W. Kalamazoo, P.O. Box 40771, Lansing, MI 48901-7971. The letter must contain sufficient documentation to enable the court to make a finding regarding the classification or suspension or removal.

C. Appellate Counsel

The Thirtieth Circuit Court does not maintain a roster of counsel eligible for Appellate appointment but relies on the roster created and maintained by the Michigan Appellate Assigned Counsel System (MAACS). Questions about eligibility and inclusion on the appellate counsel roster should be directed to: Administrator, Michigan Appellate

Assigned Counsel System, 1375 S. Washington Ave, Suite 300, Lansing, Michigan, 48913. Telephone: (517) 373-8002.

Withdrawal or Substitution of Counsel

If an attorney wishes to withdraw as appellate counsel in a matter after being appointed to a case, the attorney shall draft a Motion and proposed Order for Withdrawal and Appointment of Substitute Counsel, forwarding the original to the assigned Ingham County Circuit Judge for consideration. If granted, the Judges' clerk shall forward a copy of the signed order to Pretrial Services, who shall than make a substitute appointment of appellate counsel.

II. Appointment Process

A. General Trial Division

The goal of the appointment process is to insure equitable appointments consistent with the level of participation agreed to by each attorney.

Normally, attorneys will be appointed to criminal cases by the Pretrial Services Division on a rotating basis by alphabetic surname and by attorney classification. Under some circumstances, the bench may make appointments to a case. In unusual circumstances, District Court Judges may appoint attorneys or interpreters.

Initial appointments will be made by telephone call from Pretrial Services followed by a faxed copy of the pertinent information, if the attorney has provided Pretrial Services with a working fax number. Attorneys without a working fax number are required to pick up the information that would normally be faxed to them by the end of the workday following acceptance of the appointment.

Attorneys on the PPO roster are assigned by Pretrial Services to represent clients on a monthly basis. Attorneys are expected to attend all PPO contemnor hearing days scheduled during their designated month. For each month, an alternate attorney is also appointed. The alternate attorney is expected to take conflict cases for the primary attorney and to cover court days when the primary attorney is not available. If the alternate attorney is not available or also has a conflict with a particular case, it is the primary attorney's responsibility to make satisfactory arrangements for case coverage with another attorney on the PPO roster. Under some circumstances, the bench may make appointments to a case.

Attorneys on the FOC roster are assigned by Pretrial Services to represent clients on a monthly basis and are expected to attend all FOC hearing days scheduled during their designated month. For each month, an alternate attorney is also appointed. The alternate attorney is expected to take conflict cases for the primary attorney and to cover court days when the primary attorney is not available. If the alternate attorney is

not available or also has a conflict with a particular case, it is the primary attorney's responsibility to make satisfactory arrangements for case coverage with another attorney on the FOC roster. Under some circumstances, the bench may make appointments to a case.

B. Family Division

For new Abuse/Neglect cases, the Family Division Scheduling Clerk will appoint attorneys on a blind draw basis. Once an attorney has been selected from the blind draw, he or she is ineligible for another appointment until all attorneys on the roster have received a case.

For cases that are in "active" status which require a reassignment of attorney due to the withdrawal or discharge of the assigned attorney, an attorney will be selected by a random draw from the names of attorneys who have already received a new case within the current drawing period. The current drawing period is the period between the first random draw from the full roster to the time when the last attorney on the roster is drawn. The drawing period will vary in length depending on number of cases filed and number of attorneys on the roster.

For the general delinquency cases, the Family Division Scheduling Clerk will appoint attorneys on a rotating basis, starting with the first name on the list and working through the list, until the case is fully staffed. The roster is maintained in alphabetical order by surname. When the next case is to be staffed, the clerk shall start at the name after the last attorney who was appointed.

For Specialized Delinquency cases, the Family Division Scheduling Clerk will appoint an attorney on a rotating alphabetic basis by surname.

In all cases, every effort shall be made to appoint an attorney who is familiar with the juvenile and his or her history. Under some circumstances, the bench may make appointments to a case.

C. Appellate Counsel

Appointment of Counsel for appeals is governed by MAACS rules and procedures and is accomplished through a random draw done via modem access into MAACS database. Questions about how the database is set-up or how the random draw process works should be directed to: Administrator, Michigan Appellate Assigned Counsel System, 1375 S. Washington Ave, Suite 300, Lansing, Michigan, 48913. Telephone: (517) 373-8002.

III. Compensation Method

- A. General Trial Division: Compensation is provided for all cases as set forth in Schedule I, attached.
- B. Family Division: Compensation is provided for all cases as set forth in Schedule II, attached.
- C. Appellate Counsel: Compensation is provided for all cases as set forth in Schedule III, attached.

IV. Other Policies

In addition to Appointment, Selection, and Compensation policies, the Thirtieth Circuit Court has adopted other policies and procedures that court-appointed counsel are required to follow. These policies are attached as Appendix A.

IV. Maintenance of Records

Pursuant to MCR 8.123 and SCAO General Record Retention Schedule 16, the court will maintain annual records that will include:

The total amount of public funds paid to each attorney for assignments by the court;

The public may review assigned counsel records by contacting the Chief Deputy Court Clerk at 313 W. Kalamazoo, Lansing, Michigan.

Requests for information that require extraction of data not readily available must be submitted in writing and may be subject to a fee not to exceed the actual costs of compiling and reporting the requested data.

The Circuit Court Administrator is responsible for the overall administration of the program.

Date:	
	William E. Collette
	Chief Circuit Judge

Schedule I

The following fee schedule, having been approved by the judges of the 30th Judicial Circuit Court is adopted and is effective for appointments made on or after January 1, 2007.

GENERAL POLICY - CRIMINAL CASES

Multiple Cases/Hearings Paid as One: This fee schedule implements the policy of payment by service level. Counsel will be paid for representing a qualified defendant notwithstanding the number of cases involved. The basic fee will be paid for all cases when subsequent appointments are made during the pendency of the first case. Multiple cases handled together at the same appearance will generate one event fee, using the highest paying fee for the events held.

Voucher Required/How Amounts Computed: Counsel will submit requests for payment on a voucher form approved and supplied by the court. Vouchers must be submitted in typewritten form. Payment rates are to be billed and the fee approved computed at the applicable case type rate at each stage of the proceedings. Billings for hourly rates shall be by detailed breakdown of hours, to the nearest 1/10 of an hour. If two or more events are held at the same court appearance, attorneys will be paid only one event fee, using the highest paying fee for the events held. Costs, fees and other expense must have prior approval of the Circuit Court to be reimbursable.

Prompt Submission of Voucher Required: Counsel shall submit their vouchers promptly at the conclusion of the case, but in no event later than six months after the conclusion of the case. The case is considered concluded upon sentencing, acquittal, scheduling of a delayed sentence, or assignment of YTA status.

Reimbursement of Costs: Requests for the reimbursement of advance costs must have the <u>prior approval</u> of the assigned Circuit Court judge, or the Chief Circuit Court Judge, if the case is still at the District Court level. An *ex parte* motion for reimbursement must specify the reasons why the advance costs are necessary or why the request is extraordinary, and a copy of the motion and order of approval must accompany the voucher at the time of submission for payment.

Mileage Not Normally Reimbursable: Mileage will not be reimbursed unless under extraordinary circumstances and only upon <u>prior approval</u> by the assigned Circuit Court judge or, the Chief Circuit Court Judge, if the case is still at the District Court level.

Service of Process/Witness Fees Not Paid as Court Appointed Counsel Fees: To be reimbursed for service fees, counsel should arrange service through the appropriate police agency or service by certified mail, restricted with return receipt. Process service fees from use of a private process server are not reimbursable, unless approved as extraordinary expenses. The Prosecutor's office maintains an account for payment of witness fees for indigent defendant's witnesses. Witnesses will be paid upon presentation of their subpoena at the hearing.

Interpreter Fees Not Paid as Court Appointed Counsel Fees: Pretrial Services will provide a list of qualified interpreters when needed. Appointment and payment of interpreters requires prior approval made by ex parte motion to the assigned Circuit Court Judge or the Chief Circuit Court Judge if the case is at the District Court level, and must specify the rate or amount to be paid the interpreter. Invoices for interpreter fees must be made by the interpreter at the end of their service and must include a copy of the motion and order for payment. Invoices should be mailed to: Pretrial Services, 313 W. Kalamazoo St., P.O. Box 40771, Lansing, MI 48901-7971.

LEVEL A CASES

Level A Cases are defined as capital offense carrying the FC felony designation in the Circuit Court case number, and having an exposure to a maximum sentence of life in prison. Cases where the defendant is charged as a habitual offender are not, per se, Level A cases.

Counsel will be paid at the rate of \$60.00 (\$56.00 as of 1/1/10) per hour for time spent both in and out of court. Counsel will not be paid for arraignment in District Court or Circuit Court or for long distance telephone calls. Counsel will be paid a travel fee of \$25.00 per jail visit. Time spent in telephone conversations may be used in the calculation of hours. Time spent in consultation with a defendant's family or significant others is not reimbursable unless such consultation is required to prepare an adequate defense.

LEVEL B CASES

Level B Cases are defined as those felony cases which carry a maximum exposure to at least ten (10) years in prison, but less than life. Level B cases are paid on an event basis.

Client not in Jail	\$130.00 121.00 \$105.00 98.00
District Court Plea Hearing Held Preliminary Examination Held Waiver with Bind over to Circuit Court	\$60.00 56.00 \$110.00 102.00 \$55.00 51.00
Circuit Court Pretrial Conference Held Circuit Court Pretrial/Plea Held Prosecutor's Motion Hearings Held	\$40.00 37.00 \$90.00 84.00 \$40.00 37.00 Including hearings attended which are adjourned not at the request or through the fault of the defense
Circuit Court Plea HearingHeld	\$60.00 56.00

Circuit Court Plea/Sentencing.......... Held ... \$110.00 **102.00**

Trial		ay \$82.50 9ay \$165.00	77.00 153.00
Sentencing	. Held	\$60.00	56.00
Extraordinary Hours	loursMaximum Hourly Rate \$35.00		33.00

LEVEL C CASES

Level C Cases are defined as those felony cases with a maximum exposure to incarceration of less than ten (10) years.

Basic Fee:	One time fee (includes confe office preparation).	rence with cli	ent and/or v	witnesses	and
	jail		•	5.00 5.00	98.00 70.00
District Cour	t Plea Hearing	Held	\$50.00	47.00	
Preliminary I	Examination	Held	\$85.00	79.00	
Waiver with	Bind Over to Circuit Court		\$40.00	37.00	
Circuit Court	t Pretrial Conference t Pretrial/Plea Motion Hearing	Held Held Including he adjourne	\$80.00 \$40.00	e request	or
Circuit Court	Plea Hearing	Held	\$50.00	47.00	
Circuit Court	Plea/Sentencing	Full Day	140.00 \$90.00	65.00 130.00 84.00 47.00	
Extraordinar	y Hours	Maximum Hourly Rate	e.\$35.00	33.00	

OTHER CASES

Other services for which attorneys will be appointed and reimbursed are as follows:

Line-ups/Polygraph Exam Held \$55.00	51.00
Probation Violation Hearing/SentencingHeld\$85.00	79.00
Probation Violation HearingsHeld\$65.00	60.00
Probation Violation Sentencing only Held\$35.00	33.00
Fugitive or Extradition Hearings Held \$165.00 Waiver \$55.00	153.00 51.00
Paternity Cases/PPOsCompleted \$165.00	153.00
Adj. Hearings at no fault of defense \$79.00	73.00
PPO Hearing Dismissed \$60.00	56.00
FOC Hearing Hourly Rate . \$55.00 to a maximum of \$200/day	51.00

SCHEDULE II

GENERAL POLICY - JUVENILE CASES

Counsel will be paid a basic fee plus specific event fees for each case. For any event not listed or for extraordinary expenses, or for reimbursement of costs, counsel must motion the court for approval of payment.

Extraordinary Expenses and Requests for Reimbursement of Costs

Extraordinary Expenses and requests for reimbursement of costs must be submitted for approval to the assigned judge or referee. As approved, services will be paid at \$50.00 per hour in Court and \$35.00 per hour out of court. Itemization and justification is required for extraordinary expenses. Receipts should accompany any request for reimbursement.

CATEGORY D CASES - ABUSE/NEGLECT VOUCHERS

INITIAL APPOINTMENT

Basic Fee*	\$420.00
Preliminary Hearing	.\$60.00
New baby born into family (Flat Fee) \$	\$100.00

TRIAL TIME

For Jurisdiction

Extended Trial Fee: each ½ day after 1st full day - \$120 x # of ½ days

For Termination of Parental Rights

Prep and 1st ½ day of Trial \$190.00 Each subsequent ½ day (\$120 x # of ½ days)

REVIEW STATUS

Dispositional Review Hearing	\$75.00
Permanency Planning Hearing	\$75.00
Post-Termination Review Hearing	\$75.00
Emergency Removal Hearing	\$60.00

OTHER HEARINGS

All other hearings should be billed as extraordinary expenses.

*Basic fee includes the Pre-trial, the first full day of trial, and the Initial Disposition hearing. Vouchers for the basic fee should be submitted for payment after the Initial Disposition hearing.

CATEGORY E CASES - DELINQUENCY AND SPECIALIZED DELINQUENCY VOUCHERS

Basic Fee*

First and Second Degree Murder, Attempted Murder;

AWIM; CSC 1 st , Armed Robbery w/gun; Poss, man., or delivery of 650 grams of controlled substance\$400.00
CSC 2 ND /3 RD /4 TH \$320.00
All other delinquency and designated cases\$200.00
Waiver to Circuit Court\$125.00
Designation Hearing\$125.00
n n
Hearing Type
Preliminary Hearing/Examination\$50.00
Trial Fee: each ½ day <u>after</u> 1 st full day# of ½ days x \$120.00
Dispositional Review Hearing\$50.00
Commitment Review Hearing\$75.00
Show Cause Hearing\$50.00
Violation of Probation\$93.00
Appeals (Explanations Required)
Per hour out of Court# of Hours x \$30.00
Per hour in Court# of Hours x \$45.00
. o. now. in oom chiminiminimining of isomic A project
OTHER HEARINGS OR EVENTS
Lawyer-GAL Visit with Child(ren)\$25.00
Unaccompanied Minor Refugee
Initial Case\$75.00
Dispositional Review\$20.00
Permanency Planning Hearing \$20.00
Show Cause Hearing\$50.00
<u>Appeals</u>
Per hour out of Court# of Hours x \$30.00
Per hour in Court# of Hours x \$45.00
Decree of the state of the stat
Permanency Planning Mediation
Pre-adjudication (no trial held)Included in Basic Fee
Pre-adjudication (trial held)# of Hours x \$30.00
Post-adjudication# of Hours x \$30.00

^{*}Basic fee includes the Pretrial, the first full day of trial, and the Initial Disposition hearing. Vouchers for the basic fee should be submitted for payment after the Initial Disposition hearing.

SCHEDULE III

GENERAL POLICY - APPELLATE COUNSEL FEE SCHEDULE

Effective January 17, 2008

This fee schedule supplements the policy of payment for counsel representing a qualified defendant.

Attorneys will be appointed from rosters provided by the Michigan Appellate Assigned Counsel System (MAACS).

Attorneys will submit vouchers on forms approved and provided by MAACS.

Costs, fees, and expenses other than mileage and copy costs must have prior Circuit Court approval to be reimbursed.

Copies of transcripts provided to appellate counsel must be sent to the defendant at the conclusion of the appeal and a Certificate of Mailing must be filed with the Circuit Court.

FEE SCHEDULE

For completion of appellate work either through trial court motions for relief or through Court of Appeals arguments and submission, or both, counsel will be paid:

From conviction/sentence by plea	\$48/hr with a cap of \$625
From conviction/sentence by trial (non-capital offense)	\$48/hr with a cap of \$1,400
From conviction/sentence by trial (capital offense)	\$48/hr with a cap of \$2,000

For initial consultation with client followed by dismissal of appeal, counsel will be paid:

From conviction/sentence by plea	\$250
From conviction/sentence by trial	\$300

If counsel substitutes out, for any reason, counsel will be paid:

From conviction/sentence by plea	\$250
Fro conviction/sentence by trial	\$300

APPENDIX A

Criminal Practice Policies

<u>Habitual Offender Supplements</u>: Counsel is required to notify the Pretrial Services Division of the Court of receipt of notice by the prosecutor that the defendant has been supplemented as a habitual offender or notice by the Prosecutor of intent to supplement the defendant as a habitual offender.

<u>Plea Agreements</u>: As of August 1, 1990, when counsel appears at the Preliminary Examination and a plea agreement is offered by the Prosecutor's office, the offer will be made in writing on a printed form which will accompany the file to Circuit Court. That form will state the specific plea agreement and/or sentence agreement and will have a definite cut-off date for the plea to be entered in Circuit Court. If the plea is not entered by the cut-off date, then the plea offer is automatically withdrawn.

<u>Circuit Court Arraignments</u>: Counsel is required to file a written waiver of arraignment for Circuit Court arraignments unless the defendant intends to enter a plea at arraignment.

SERVICE OF PROCESS AND WITNESS FEES

For service of process of subpoenas, it is recommended that subpoenas first be sent by certified, restricted mail with a return receipt. Reimbursement for the cost associated with this will be granted upon submission of a receipt from the post office attached to counsel's voucher. If counsel is unable to serve the witness by mail, the appropriate police agency should be contacted.

Counsel is not required to pay witness fees. The Ingham County Prosecutor's Office maintains accounts for payments of witness fees for court appointed clients. The witness will be paid when he or she appears for the subpoenaed hearing.

INTERPRETERS

The Pretrial Services Division will provide a list of interpreters upon request and will make the initial appointment of interpreter. Thereafter, it is counsel's responsibility to notify the interpreter of all future court hearings.

Pretrial Services Division will prepare and file the original Order Appointing Interpreter. If an interpreter is substituted for another after the initial appointment, it is defense counsel's responsibility to prepare and file a supplementary Order Appointing Interpreter.

Counsel is encouraged to report any problems with interpreter's attendance or any complaints regarding interpreter's competency to the Court Appointed Counsel Clerk at (517) 483-6450.

ST. CLAIR COUNTY COURT-APPOINTED ATTORNEYS (FELONIES)

Updated January 2, 2014

Ambereen R. Ahmed* 411 Fort Street, Suite B Port Huron, MI 48060 987-3592 P-61337

Thomas M. Bales*
800 Military Snite 320
Port Huron, MI 48060
987-6565
P-45866

D. Michael Benedict*
411 Fort Street
Port Huron, MI 48060
984-5757 P-34267

Michael Boucher 403 Fort Suite A Port Huron, MI 48060 982-3961 P-48711

James Bowser*
306 Jay Street, Suite 1
St. Clair, MI 48079
329-3500 P-40480

Robert Carson*
3024 Commerce Drive
Fort Gratiot, MI 48059
385-1500 P-23259

Lesley Clark*
411 Fort Street, Suite D
Port Huron, MI 48060
810-292-4928 P-41294

Daniel Damman*
511 Fort Street Suite 200
Port Huron, MI 48060
982-8333 P-64585

Joseph P. Kanan 403 Fort Street Suite A Port Huron, MI 48060 982-3961 P-51387

Robert Ladd*
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Port Huron, MI 48060
984-3030 P-24303

Frederick Lepley, Jr.*
800 Military Street Suite 320
Port Huron, MI 48060
987-6565 P-41809

John Livesay* 1700 Busha Highway Marysville, MI 48040 989-0057 P-23123 Matthew Lozen*
511 Fort Street, Suite 402
Port Huron, MI 48060
987-3970 P-73062

Edward Marshall 406 Quay Street Port Huron, MI 48060 984-3653 P-44752

Randy Martinek 4515 11th Street Kimball, MI 48074 987-1111 P-40138

Gerry Mason 1700 Busha Highway Marysville, MI 48040 989-0057 P-59065

John C. McColl 3024 Commerce Drive Fort Gratiot, MI 48059 385-1500 P17320

Michael Mitchell*
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Port Huron, MI 48060
985-7262
P-71793

Sharon Parrish PO Box 611367 Port Huron, MI 48060 985-5500 P-23466

Patrick Politano* 420 S. Water Street, Suite 249 Marine City, MI 48039 334-5277 P-56163

James Pratt 411 Fort Street, Suite B Port Huron, MI 48060 982-4544 P-46321

Donnell Robinson*
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Marine City, MI 48039
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Joshua Rubin*
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Port Huron, MI 48060
987-4111 P61506

Kara L. Saph*
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Marine City, MI 48039
765-8802 P-57053

Thomas Sarrine* 521 Michigan Street, Suite B Port Huron, MI 48060

985-3995 P-43650

Donald Sheldon*
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Port Huron, MI 48060
987-5715 P-34262

Frank Simasko*
801 10th Avenue, Suite B2
Port Huron, MI 48060
987-1645 P-58099

Frederick Snider 918 Military Street, Suite B Port Huron, MI 48060 984-8349 P-38971

Brian Thomas* PO Box 522 St. Clair, MI 48079 434-1147 P-59742

Dana VanDrew*
511 Fort Street, Suite 200
Port Huron, MI 48060
982-8333 P68237

*Also on District Court misdemeanor appointment

NOT ON FELONY LIST BUT ON MISD.

Dominic Guarnieri 4515 11th Street Kimball, MI 48074 987-1111 P76544

Frank Mitchell
234 Huron Avenue
Port Huron, MI 48060
985-7262 P27007

Brianna Monzo 363 S. Water Street Marine City, MI 48039 982-0000 P76967

Richard Schaff 1700 Busha Highway Marysville, MI 48040 989-0057 P

Jason Sweeney 901 Huron Avenue, Suite 4 Port Huron, MI 48060 334-8833 P70043 St. Clair County District Court and Circuit Court both pay attorneys \$60 /hour

Both Courts also use for MC222 for assignment of counsel and use the Federal Poverty Guidelines to determine eligibility

STATE OF MICHIGAN



CIRCUIT COURT

for

Office: Courthouse 200 North Moore Street Bessemer, MI 49911-1052 Chambers - 906-663-4211

Gogebic and Ontonagon Counties

Thirty-Second Judicial Circuit

ROY GOTHAM, CIRCUIT JUDGE

CHERYL RUPPE, Administrative Assistant
TAMMY L. STELLA, Court Recorder

January 8, 2014

State Appellate Defender Office ATTN: Marla Rose McCowan-CDRC Manager Suite 3300 Penobscot Building 645 Griswold Detroit, MI 48226-4281

Dear Ms. McCowan:

In reference to your December 4, 2013 letter, please find enclosed a copy of the current public defender contract.

The attorneys taking assigned criminal work include Michael W. Korpela, Matthew J. Tingstad, Rudolph F. Perhalla, and James M. Bucknell. Fees are \$50 per hour.

Sincerely,

Tammy Stella

Administrative Assistant

Enc.

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Original - Court Approved, SCAO 1st copy - Defendant STATE OF MICHIGAN 2nd copy - Appointed attorney JUDICIAL DISTRICT CASE NO. PETITION AND ORDER FOR 32nd JUDICIAL CIRCUIT COURT APPOINTED ATTORNEY ORI Court address MI- Gogebic County Courthouse Court telephone no. 200 N. Moore Street, Bessemer, MI 49911 (906) 663-4211 ☐ The State of Michigan Defendant's name, address, and telephone no. THE PEOPLE OF CTN SID DOB PETITION The defendant requests a court appointed attorney and submits the following information: 1. CHARGE ☐ Misdemeanor 2. RESIDENCE ☐ Live with parents Felony Rent Next hearing: Room/Board ☐ Paternity 3. MARITAL STATUS ☐ Single Bail amount: \$ ☐ Divorced Dependents: Bond posted 4. INCOME Employer name and address ☐ Married Separated Number Length of employment Average take-home pay \$_ ☐ weekly State monthly amount and source (DSS, VA, rent, pensions, spouse, unemployment, etc.) ☐ monthly Other Income every two weeks State value of car, home, bank deposits, inmate accounts, bonds, stocks, etc. 6. OBLIGATIONS* Itemize monthly rent, installment payments, mortgage payments, child support, etc. 7. REPAYMENT I understand that I may be ordered to repay the court for all or part of my attorney and defense costs. 8. VERIFICATION I declare under penalty of contempt of court that the above information is true to the best of my information, knowledge, and belief. Date: Signature: *Use reverse side for additional information/comments. ORDER ∏9. is appointed to represent the petitioner. 10. The petition is denied because: District Court Endorsement (felony cases only)

Date

Judge

Bar no.

Date

Judge

Bar no.

EXTENSION OF INDIGENT CRIMINAL DEFENSE CONTRACT

WHEREAS: Gogebic County has determined that an extension of the Indigent Criminal Defense Contract with McKenzie & Talaska, P.C. (successor firm to McKenzie & Findlay, P.L.C.) for two additional years beyond the expiration of the current contract is fiscally appropriate, and

WHEREAS: The COUNTY has further determined to accept the proposal of McKenzie & Talaska, P.C., to extend said contract for the period of two additional years at an annual compensation rate of \$100,000.00 (One Hundred Thousand and/no 100's dollars), now

THEREFORE: We the undersigned, following approval of the County Board of Commissioners, do hereby agree to extend the Indigent Criminal Defense Contract effectively dated January 1, 2009, (attached hereto) for an additional 24 months covering calendar years 2014 – 2015. This extension shall commence on the first day of January, 2014 and shall continue to include the thirty-first day of December 2015. This agreement to extend at the aforementioned \$100,000.00 annual compensation, is subject to all the terms and provisions of the previous contract attached hereto and incorporated herein by reference.

As provided in said contract, all terms and conditions of the original contract as attached shall continue in full force and effect as if fully set forth herein.

-14 S	
January, 2014.	Com 7 m of wo
	JAMES D. McKENZIE, for McKenzie
	& Talaska, P. C., Attorney
January, 2014.	L'GGHA-
	ROY D. GOTHAM, Circuit Judge
January 6 , 2014.	(indus B. Tiplas)
	ANDERS B. TINGSTAD, JR. District
	Judge
January <u>3</u> , 2014.	2-21
	DAN SIIRILA, Chairman, Gogebic
	County Board of Commissioners
January <u>3</u> , 2014.	aughtell.
	GÉRRY R. PELISSERO,
	Gogebic County Clerk

PUBLIC DEFENDER CONTRACT

This Contract, dated below, is made between McKenzie & Findlay, P.L.C., ("ATTORNEY"), and the County of Gogebic acting through its authorized representatives, ("COUNTY"), and the Judges of the 32nd Circuit and 98th District acting within the County of Gogebic, ("COURT"), and represents the following understandings and agreements:

1. SERVICES COVERED:

The ATTORNEY will provide representation to indigent criminal defendants on appointment by the Court, in the District Court and Circuit Court according to the scope of lawyer's responsibility provided in MCR 6.005(H). In addition, ATTORNEY will provide representation to indigents in paternity proceedings, criminal contempt proceedings, civil contempt proceedings, probation violation proceedings, and extraditions, when there exists a possibility of incarceration. Representation will be made at all stages of proceedings until completed, except as otherwise provided in this Contract.

2. SERVICES EXCLUDED:

The following services are excluded from this Contract:

- A. Juvenile delinquency proceedings brought under the Michigan Juvenile Code, and any appeals following such proceedings.
- B. Child neglect or abuse proceedings brought under the Michigan Juvenile Code including any appeals of such proceedings.
- C. Appeals filed in the Michigan Court of Appeals and Michigan Supreme Court, except for interlocutory appeals.
- D. Appeals to the United States Supreme Court.
- E. Habeas corpus proceedings filed in federal courts.

3. ATTORNEY:

The term ATTORNEY includes the lawyers who are members of, and/or employed by, McKenzie & Findlay, P.L.C.; provided however, the COURT retains the right of approval of any licensed attorney who may be hired or subcontracted by the ATTORNEY to perform services under this contract. Subcontracting or substitution of a service provider without COURT approval will be deemed a breach of this Contract.

4. INDIGENT PERSONS:

An indigent person is defined by and shall be determined to be indigent by the COURT pursuant to MCR 6.005(B), (C), and (D). Attorney may not decline representation of an individual who is ostensibly indigent solely because the Court has not yet acted on the petition for representation.

5. REPRESENTATION:

Representation means an attorney's relationship to his or her client under the Michigan Rules of Professional Conduct and in the context of this Contract includes matters of advising, consulting, investigation, attending line-ups and out-of-court identification procedures, negotiations, trial preparation, preparation and appearance on motions, referrals to appropriate agencies, trials or retrials, post-trial motions, including those in appellate courts on interlocutory matters.

6. TERM AND TERMINATION:

- A. The term of this Contract shall be five (5) years, from January 1, 2009 through December 31, 2013.
- B. The COURT or COUNTY may otherwise terminate this Contract immediately and at any time for good cause, unethical conduct, or a breach of contract.
- C. Any party may terminate the Contract without cause by 90 days written notice at any time after April 1, 2009.

7. CASES PENDING AT THE TIME OF COMMENCEMENT OF CONTRACT, AND AT THE EXPIRATION OR TERMINATION OF THE CONTRACT.

- A. Any cases to which the ATTORNEY has been assigned prior to the contract term shall continue to be ATTORNEY'S responsibility during the term of the Contract without any compensation in addition to or beyond that provided for in this Contract.
- B. Cases pending at the expiration of the term of this Contract, or at the effective date of termination of this Contract without cause, shall continue to be the ATTORNEY'S responsibility without additional compensation; provided however, pending felonies where representation is anticipated to extend more than sixty (60) days beyond termination or expiration of the Contract will be the subject of negotiation for additional compensation.
- C. Cases pending at the termination of this Contract for cause will continue to be the responsibility of the ATTORNEY, according to the terms of the preceding paragraph, unless the COURT in which the action is pending determines that continued representation would be inappropriate.

8. SUPERVISORY AUTHORITY:

The Chief Judge of the 32nd Judicial Circuit shall be the supervising authority of this Contract as it relates to Circuit Court proceedings, and the Chief Judge of the 98th District Court shall be the supervising authority of this Contract as it relates to District Court proceedings.

9. CONFLICT OF INTEREST:

- A. In the event that ATTORNEY discovers a conflict of interest representation of a client pursuant to the, Michigan Rules of Professional Conduct, the ATTORNEY shall notify the COURT or appointing Judge and transfer the representation to a subcontract attorney approved by the COURT, except as provided in paragraph 9C below.
- B. The ATTORNEY shall compensate subcontract attorney on a per case basis. ATTORNEY'S maximum payment on any subcontract case shall not exceed \$10,000.00 per case. Should any subcontract case exceed \$10,000.00 in fees to subcontract attorney then the COUNTY shall be liable to the subcontract attorney for all amounts in excess of \$10,000.00. The COUNTY has the right to challenge the conflict.
- C. In the event of a conflict of interest representation involving multiple co-defendants, pursuant to MCR 6.005(F), or in the event of a conflict involving a current or former client the ATTORNEY represented under this Contract, the COURT may appoint counsel. Any costs of such appointments shall be the sole obligation of the COUNTY and not deducted from the Contract price.
- D. In the event of a Client request to substitute ATTORNEY at any time during representation, Circuit or District Judge as appropriate shall determine whether Client has legitimate or appropriate cause for such request. In the event the Client has appropriate cause the Court shall be entitled to appoint substitute Counsel to be compensated by deduction from Contract monthly payments as provided herein.

10. PAYMENT:

- A. The COUNTY shall pay ATTORNEY the total annual monetary sum of \$85,000.00 per year.
- B. Payments under the Contract shall be made in equal monthly installments while the Contract remains in effect.
- C. The ATTORNEY shall not receive compensation in any form from or on behalf of persons represented or for services rendered pursuant to this Contract.
- D. Payments shall be supplemented by the reimbursement of costs as set forth below.

11. COSTS AND EXPENSES:

- A. The ATTORNEY shall pay for all costs, fees and expenses incurred providing the Contract services as well as all overhead costs such as general office, compensation of employees, staffing, telephone, supplies, copying, postage, equipment, as well as subcontract fees paid to other attorneys.
- B. The COUNTY shall be responsible for and pay the following additional expenses:
 - 1. Witness fees and expenses including statutory mileage for witnesses.

- 2. Investigative services and expert witness fees when approved by the COURT.
- 3. Deposition costs when approved by the COURT.
- 4. Transcripts of preliminary examinations and other transcripts when approved by the COURT.
- 5. Service of process fees.
- 6. Costs of medical and psychiatric evaluations when ordered or approved by the COURT.
- 7. Necessary out-of-county mileage, meals and lodging expenses incurred while reasonably investigating or trying cases or proceedings pursuant to this Contract. Reimbursement will be at the same rate as allowed for county employees.

12. INDEMNIFICATION OF COUNTY AND COURT; MALPRACTICE INSURANCE:

- A ATTORNEY is an independent professional and all parties to this Contract acknowledge ATTORNEY'S authority and responsibility to exercise professional judgment in the representation of clients pursuant to this Contract. COUNTY and COURT shall have no authority, beyond the COURT'S general supervisory responsibility regarding all attorneys under the law, to interfere with ATTORNEY'S exercise of professional judgment or interfere with the attorney-client relationship.
- B. The COUNTY and COURT shall have no liability to indigent clients for malpractice or related claims. ATTORNEY shall indemnify and hold the COUNTY and COURT harmless from malpractice or related claims which may be brought by persons represented by ATTORNEY pursuant to the Contract, both as to defense of such claims and payment of any damages.
- C. ATTORNEY shall carry malpractice insurance with coverages and limits approved by the COURT and proof of such insurance shall be provided to the Circuit Judge and the County.

13. NON-PRIVILEGED INFORMATION ACCESS:

- A. When appropriate the ATTORNEY shall advise clients serviced by this Contract that information regarding their financial circumstances which is probative of determining indigency is not privileged information unless the information is also directly probative of the guilt or innocence of the client, in which case the information shall be protected by the lawyer-client privilege.
- B. ATTORNEY shall maintain individual case records in a manner and according to categories as deemed necessary but not unduly burdensome for the effective evaluation and review of this Contract, maintaining records in such a way as to separate privileged information from information appropriate to evaluation and review of the Contract.
- C. ATTORNEY shall participate in meetings with the COURT, COUNTY and prosecutor when requested relative to the administration of this Contract and administration of the criminal justice system in Gogebic County generally, and

ATTORNEY shall readily provide data regarding the nature and number of cases and time dedicated to representation of indigent clients, individually and generally.

D. ATTORNEY has the continuing responsibility to bring to the attention of the particular presiding judge in a matter any non-privileged information regarding the financial resources of defendants which bears upon their eligibility for services under this Contract.

14. CONTRACT MODIFICATIONS:

Any modification of this Contract shall be in writing and approved by all parties. There are no parole agreements accompanying this Contract.

15. RESOLUTION OF DISPUTES:

As a pre-condition to instituting civil legal action pursuant to this Contract, the parties shall meet together, including all three (3) sitting judges in Gogebic County, in an effort to resolve disputes on at least two (2) separate occasions regarding the same issue.

This Contract consists of five pages and shall be effective January 1, 2009.

	= = = = = = = = = = = = = = = = = = = =
January <u>2/</u> , 2009	JAMES D. McKENZIE, Attorney
January <u>22</u> , 2009	ROY B GOTHAM, Circuit Judge
January <u>16</u> , 2009	ANDERS B. TINGSTAD, JR. District
January <u>28</u> , 2009	Judge Hersval
00	Thomas F. Gerovac - Chairman, Gogebic County Board of Commissioners
January <u>27</u> , 2009	GERRY R. PELISSERO, Gogebic County Clerk

CHARLEVOIX COUNTY CONTRACT ATTORNEYS

TRAVIS GROAT 410 PETOSKEY ST. PETOSKEY MI 49770

(231) 347-4444

KRAAG C. LIEBERMAN 103 BELVEDERE AVE. CHARLEVOIX MI 49720

(231) 547-9942

CHRISTOPHER TURKELSON 1101 BRIDGE ST. CHARLEVOIX MI 49720

(231) 547-1111

JODI DOAK 219 E. MAIN ST., STE. 1 BOYNE CITY MI 49712

(231) 582-0712

AUGUST 22, 2012

COURT APPOINTED ATTORNEY CONTRACT

RESOLUTION

WHEREAS, the County has had a Court Appointed Attorney Contract with a consortium of attorneys called the Consortium; and

WHEREAS, the current contract will expire on December 31, 2012; and

WHEREAS, a proposed contract for the years 2013/2015 has been received and reviewed by the Building & Grounds Committee and Civil Counsel; and

WHEREAS, the Building & Grounds Committee recommends that the Board of Commissioners adopt the above outlined contract;

NOW THEREFORE BE IT RESOLVED, that the Charlevoix County Board of Commissioners accepts the above recommendation and renews the Court Appointed Attorney contract as outlined above and authorizes the Chairman to sign said contract.

Submitted by:

SHIRLENE TRIPP
Supported by:
RON REINHARDT
CERTIFIED
Cheryl Potter Browe, County Clerk
(Quella) Borah 08/23/2012

12-077

4

AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENTS

CHARLEVOIX COUNTY

(January 1, 2013-December 31, 2015)

This Agreement made and entered into by and between the County of Charlevoix, whose address is 301 State St., Charlevoix, Michigan, 49720, and a consortium of attorneys consisting of Jodi Doak, Travis Groat, Christopher Turkelson and Kraag Lieberman, whose address is c/o Kraag Lieberman, 103 Belvedere Ave., Charlevoix, Mi. 49720, herein referred to as the Consortium.

RECITALS

WHEREAS, the County desires to contract for the legal representation of indigent persons faced with the possibility of incarceration as a result of criminal charges or quasi-criminal charges in the 90th District Court or 33rd Circuit Court for Charlevoix County, and WHEREAS, the Consortium has submitted a proposal to provide indigent representation pursuant to the County's request for the same,

and,

WHEREAS, the County having determined that the Consortium is able to provide the requisite indigent representation,

NOW THEREFORE, in consideration of the mutual covenants set forth below, the County and the Consortium enter into this contractual commitment and agree to the following:

1) TERM OF THE CONTRACT: The term of this contractual agreement shall be from January 1, 2013, through December 31, 2015, the date of the execution of the contract not withstanding.

2) PERSONNEL:

- A) The Consortium shall provide the professional services of the following named attorneys to fulfill its obligation for the provision of the public defender services for indigent persons:
 - Kraag Lieberman
 Belvedere Ave, Charlevoix, Michigan
 - 2) Christopher Turkelson1101 Bridge St., Charlevoix, Michigan

- 3) Travis Groat 410 Petoskey St., Petoskey, Michigan
- 4) Jodi Doak 219 E. Main St., Boyne City, Michigan

The above named attorneys have been approved by the Judges of the 90th District Court and the 33rd Circuit Court for the provision of indigent legal services. The Consortium shall provide such other qualified attorneys as may be needed to assure the performance of the services stated herein, all of whom must be approved by the appropriate Judge or his or her designee prior to performing any services. In the case of non-representation of an indigent by Consortium members, for any reason, the Consortium shall provide a qualified replacement attorney, approved by the appropriate Judge, as may be needed to perform the required services. The Consortium shall be responsible for the remuneration 0f that attorney, without further expense to the County.

B) The Consortium agrees that in the event that it becomes necessary to replace any, or all, of the named Consortium attorneys, whether on a temporary or permanent basis, the Circuit Judge and the District Judge

shall be consulted concerning an appropriate replacement attorney.

Upon agreement of a replacement attorney, the Judges will execute a written authorization for the replacement to join the Consortium.

- C) The minimum standard or qualification for selecting appointed counsel is that they are an attorney in good standing with the State Bar Association of Michigan. Additionally, the Judges will consider such criteria as the attorneys' experience, advocacy and legal skills, and the scheduling availability of the attorneys.
- 3) ADMINISTRATION AND SUPPORT: The Consortium shall provide:
- A) All general administrative services, including the scheduling of attorney court appearances to assure the orderly and timely provision of legal services to indigent clients.
- B) Office facilities adequate for the needs of the named attorneys while performing all required legal services.
 - C) All necessary secretarial and clerical services.
 - D) All necessary office supplies.

- E) All transportation necessary for the attorneys to fulfill their contract obligations.
- F) Access to an adequate law library.
- 4) TIME REQUIREMENTS: The Consortium shall provide the County, through the named attorneys, or approved replacements, sufficient hours of work to properly perform the professional services mandated by this Agreement. No work performed by any clerk, secretary, assistant or para-legal shall be classified as attorney work.

The Consortium further agrees to have an attorney available on each Circuit Court Motion Day for arraignments, sentencings, and Friend of the Court show cause hearings. The Consortium further agrees to have an attorney available for District Court Drug Court proceedings.

5) TIME RECORDS: The Consortium agrees to maintain accurate time records for all attorney work performed under this Agreement.

Upon the request of the Judges of the Circuit or District Court, the Consortium members shall provide copies of such records. Any request

for such records shall require a 7-day advance notice to the attorneys.

- 6) DUTIES AND RESPONSIBILITIES: The named attorneys shall provide the following services:
- A) Representation of indigent persons on all criminal cases, felony and misdemeanor, excluding appeals from Circuit Court.
- B) All appeals for indigents from District Court to Circuit Court of appropriate criminal matters.
 - C) Any criminal assignments from Circuit Court.
- D) Circuit Court and District Court probation violations and revocations of Youthful Trainee Status and section 7411 status.
- E) Friend of the Court matters or contempt proceedings where there is a possibility of incarceration.
 - F) Extradition proceedings.
- H) Indigent cases remanded from the Court of Appeals or the Supreme Court for further trial court proceedings.
 - I) Paternity matters in Circuit Court.
 - 7) DURATION OF REPRESENTATION: Legal representation

includes all issues arising from the items listed above on cases wherein appointment of counsel is made on or after January 1, 2013, through December 31, 2015. Notwithstanding, the County and Consortium agree that representation on any individual matter assigned during the term of this Agreement shall extend beyond the term of the Agreement to the end of the particular matter with no further compensation to the assigned attorneys unless either the Circuit Court Judge or District Court Judge approves additional compensation due to the particular nature of a case. On-going issues in paternity cases, child support cases or contempt cases shall not be construed to be a part of this Agreement beyond the terms of the Agreement.

- 8) COMPENSATION FOR SERVICES: In consideration for all of the services to be provided, the County shall pay the Consortium attorneys as follows:
- A) For the year of 2013, the total sum of \$195,058.05, paid in equal monthly installments of \$16,254.84, on the first of each month.
- B) For the year of 2014, the total sum of \$198,959.21, paid in equal monthly installments of \$16,579.93, on the first on each month.

- C) For the year of 2015, the total sum of \$202,938.39, paid in equal monthly installments of \$16,911.53, on the first of each month.
- 9) OTHER PROVISIONS: It is agreed and understood by the County and Consortium that:
- A) Upon approval of the appropriate Court, the County may be required to pay expert witness fees and costs, the costs of polygraph examinations, and investigative fees, if such services are deemed to be needed for the proper and just representation of indigent defendants.
- B) The Consortium attorneys shall be reimbursed by the County for long distance phone calls and collect calls taken during the course of the representation of indigent defendants. No more frequently than once each calendar quarter shall attorneys submit to the County a copy of their long distance/collect call telephone records to support their claim for reimbursement.
- C) The monthly compensation paid to the Consortium attorneys is deemed to be satisfactory for the services they render. In the event that a Consortium member is assigned to a case that is extraordinary in its

nature, severity, complexity, or duration, the attorney may petition to the appropriate Court for additional compensation, which may be granted by the Court in its discretion, and if so ordered, shall be paid by the County.

- D) Any amendments to, or alteration of, the terms of this Agreement shall be valid only when reduced to writing and signed by the Parties or their designated representative.
- 10) INDEPENDENT CONTRACTORS: The Consortium attorneys herein act as independent contractors and do not acquire any rights or benefits from the County by way of workmen's compensation, nor any benefits under the County's personnel program covering medical and hospital care, sick pay, vacation pay, severance pay, or retirement benefits.
- 11) INSURANCE: The Consortium agrees that each of its members shall maintain malpractice insurance and other appropriate business insurance at all times during the course of this Agreement. In this regard, upon request, the Consortium attorneys shall provide the County with proof of their insurance coverage.
- 12) ENTIRE AGREEMENT: It is understood by the Parties that the

entire Agreement between them is contained herein and that this Agreement supersedes all oral agreements and negotiations not set forth herein in writing.

IN WITNESS WHEREOF, the Parties set their hands and accept the terms of this Agreement.

CHARLEVOIX COUNTY by:

Chairman, Board of Commissioners

Charlevoix County, Michigan

Date: 8/22, 2012

CONSORTIUM by:

Consortium Coordinator

Date: 8/28, 2012

The terms of this Agreement have been reviewed and approved, and the designated Consortium Attorneys have been approved as qualified to provide the requisite legal services for indigent clientele.

33rd Circuit Court Judge	South District Court Judge
Date:	Date: 8/28/12

RICHARD E. NOBLE

Chief Circuit Judge

STATE OF MICHIGAN

34[™] CIRCUIT COURT

OGEMAW and ROSCOMMON COUNTIES

Ogemaw County 806 W. Houghton Ave.

P.O. Box 365

West Branch, MI 48661

T-(989) 345-5040

F-(989) 345-5910

MICHAEL J. BAUMGARTNER

Circuit Judge

Roscommon County

500 Lake Street

Roscommon, MI 48653

T-(989) 275-5312

F-(989) 275-6321

January 21, 2014

Marla R. McCowan CDRC Manager State Appellate Defender Office Suite 3300 Penobscot Detroit, MI 48226

Dear Ms. McCowan:

In response to your letter dated December 4, 2013, the Circuit Court intends on full compliance with the guidelines of the Michigan Indigent Defense Commission as well as the standards that are implemented pursuant to the statute.

If you have any questions, please feel free to contact my office.

Sincerely yours,

Richard E. Noble

Chief Judge

Approved, SCAO

Original - Court 1st copy - Defendant 2nd copy - Appointed attorney

STATE OF MICHIGAN

CASE NO.

JUDICIAL DISTRICT JUDICIAL CIRCUIT	REQUE: COURT-APPOIN AND O	TEDATTORNEY		
ORI Court addr MI-	e55			Court telephone no
The State of Michiga	n v	Defendant name	, address, and telepho	one no.
		CTN	SID	DOB
	REQU	JEST	<u> </u>	
The defendant requests a court-appointed att	L.		ion.	
1. CHARGE	☐ Misdemeanor ☐ Felony	2. RESIDENCE	☐ Own	☐ Live with parents ☐ Room/Board
Nexthearing:	_ 🗌 Paternity	3. MARITAL STA		□ Ddeuto:
Date Bail amount: \$	Bond posted	Single Married	Divorced Separated	☐ Dependents: Number
4. INCOME Employer name and address	•	Length of employment		
		Average take-hom	epay \$	☐ every two weeks
Other Income State monthly amount and source 5. ASSETS* State value of car, home, bank depo				
6. OBLIGATIONS* Itemize monthly rent, installe	ment payments, mortgaç	ge payments, child suppo	ort, etc.	
7. CONTRIBUTION TOWARD ATTORNEY C	OSTS		NAME OF THE OWNER O	
I understand that I may be required to contrib		attorney.		
Date:	Signatu	J/e:		- market deliberation of the second of the s
*Use reverse side for additional information/comments.	ORD		100000000000000000000000000000000000000	
8. Name	i		appointed to repres	sent the defendant.
9. The petition is denied because:				
District Court Endorsement (felony cases of	only)			
Date	-	Date		
ludge	Bar no.	Judge		Bar no.

October 1, 2013 - September 30, 2016 CONTRACT TO PROVIDE INDIGENT COUNSEL

This agreement is made this 2477 day of Oct., 2013, between the County of Ogemaw and William P. Jennings Jr., PC, Jon Macdonald, PLC, Darris P. Richards PLLC, William D. Engemann, PC, Katrina I. Bonnell, PLC, Juarez & Juarez, PC, Thomas E. Schaiberger, PLC, Melissa Wangler, and Jennifer Izworski of West Branch, Michigan, and their assignees, hereinafter referred to as "the Attorneys".

Whereas, there is a need for each of the Courts serving the County of Ogemaw to provide legal counsel for indigent individuals who are economically unable to obtain legal representation for those actions where it has been determined that legal counsel shall be provided at County expense, to defend indigent individuals who are charged with criminal offenses or probation violations at the District Court and Circuit Court levels, and to provide representation for indigent individuals who are within the Jurisdiction of the 34th Circuit Court-Family Division, including all minors who are charged with criminal offenses in the Ogemaw County Circuit Court-Family Division, and in addition, including representation of indigent individuals who face allegations of abuse and/or neglect, and in all Probate Court guardianship, Mental Health Hearings, guardianship reviews, conservatorship or other protective proceedings relating to adults and/or children when appointment of counsel or guardian ad litem is statutorily, constitutionally or by Court Rule mandated, and who cannot retain private counsel, or where the court deems necessary and allowable by law. As contemplated by this document, an indigent criminal defendant shall be defined as a person who is without sufficient funds or ability to hire an attorney to defend himself or herself as per Michigan Court Rule 6.005(B).

Whereas, the payment system which appears to offer the most satisfactory fulfillment of that need is a contract between the County of Ogemaw and the above-named Attorneys to provide such services as may be needed;

Whereas, the Attorneys have represented that they are ready, willing and able to provide such services on a contract basis;

Now therefore, the parties do mutually agree as follows:

- 1. The term of this agreement shall be for a period of 36 months from the first day of October, 2013 through the thirtieth day of September, 2016.
- 2. This contract shall not hinder, interfere, or in any way diminish the authority of the Court to assign or replace counsel as provided by law.
- 3. During said period, the Attorneys agree to provide legal defense services for all criminal offenses either cognizable in the 82nd District Court or the 34th Circuit Court for which attorney appointments are made during the term of this agreement; furthermore, the attorney shall provide legal representation for individuals requiring counsel for actions within the jurisdiction of the 34th Circuit Court Family Division and the Ogemaw County Probate Court.

Melissa Wangler and Jennifer Izworski will not be assigned felony cases for the first two years of the contract.

- 4. The Attorneys shall be required to represent each individual until final disposition concerning the matter to which he or she has been appointed, even if said representation extends beyond the termination date of this contract. However, the Attorney's representation on any and all matters in any Court extending beyond the expiration of this agreement shall be billed to the Courts and the County and paid at the rate of \$60.00 per hour from the date of expiration of this agreement until the final disposition of the matter.
- 5. Applicable offenses shall include all District Court misdemeanors, Circuit Court misdemeanors and Circuit Court felonies, criminal show cause cases, probation violation hearings resulting from such criminal offenses, Friend of the Court hearings for contempt and Personal Protection Order violation hearings. This agreement shall also include all aspects of District Court

cases, probation violation hearings resulting from such criminal offenses, Friend of the Court hearings for contempt and Personal Protection Order violation hearings. This agreement shall also include all aspects of District Court proceedings, lineups, or other pre-arrest matters pertaining to Circuit Court cognizable offenses.

- 6. If any attorney under this contract is appointed to a murder or attempted murder criminal matter, then each attorney so appointed shall be entitled to compensation for any services pursuant to this contract at the rate of \$60.00 per hour for all time in excess of 400 hours as long as the murder or attempted murder matter remains pending. Murder or Attempted Murder cases shall be assigned on a rotating basis.
- 7. It is further agreed that this contract is executed between Ogernaw County and William P. Jennings Jr., PC, Jon Macdonald, PLC, William D. Engemann, PC, Katrina I. Bonnell, PLC, Juarez & Juarez, PC, Darris B. Richards PLLC, Thomas E. Schaiberger, PLC, Melissa Wangler, and Jennifer Izworski. Each office listed above shall be responsible for a percentage of all criminal indigent cases requiring appointment of counsel and all Family Court / Probate Court indigent cases requiring appointment of counsel as follows:

First Year of Contract:

William P. Jennings Jr., PC	11.6%
Macdonald, PLC	11.6%
William D. Engemann, PC	11.6%
Katrina I. Bonnell, PLC	11.6%
Juarez & Juarez, PC	23.2%
Thomas E. Schaiberger, PLC	11.6%
Darris P. Richards PLLC	11.6%
Melissa Wangler	3.6%
Jennifer Izworski	3.6%

Second Year of Contract:	
William P. Jennings Jr., PC	10.7%
Macdonald, PLC	10.7%
William D. Engemann, PC	10.7%
Katrina I. Bonnell, PLC	10.7%
Juarez & Juarez, PC	21.4%
Thomas E. Schaiberger, PLC	10.7%
Darris P. Richards PLLC	10.7%
Melissa Wangler	7.2%
Jennifer Izworski	7.2%
Third Year of Contract:	
William P. Jennings Jr., PC	10.0%
William P. Jennings Jr., PC Macdonald, PLC	10.0% 10.0%
Macdonald, PLC	10.0%
Macdonald, PLC William D. Engemann, PC	10.0% 10.0%
Macdonald, PLC William D. Engemann, PC Katrina I. Bonnell, PLC	10.0% 10.0% 10.0%
Macdonald, PLC William D. Engemann, PC Katrina I. Bonnell, PLC Juarez & Juarez, PC	10.0% 10.0% 10.0% 20.0%
Macdonald, PLC William D. Engemann, PC Katrina I. Bonnell, PLC Juarez & Juarez, PC Thomas E. Schaiberger, PLC	10.0% 10.0% 10.0% 20.0% 10.0%

The offices shall be appointed on a rotating basis pursuant to a list maintained in each appointing Court. Melissa Wangler and Jennifer Izworski shall not be appointed felonies for the first two years of the contract. The District Court shall maintain a two separate appointment lists for all Criminal Sexual Conduct matters and Murder/Attempted Murder, thereby insuring that all offices receive equal appointments for such matters.

- 8. If the Attorney does not or is not able to represent any eligible, indigent person for any reason, such as conflict of interest, but not including the person's refusal to allow the attorney to represent him/her, it will be the responsibility of the attorney to contact another attorney involved in this contract for exchange of assignments, provided that the Court involved reserves the right to disapprove of any such substitution. In the event that no attorney to this contract can represent a defendant, the Court shall appoint an attorney not a party to this contract.
- 9. Nothing herein shall be deemed to create any burden on the attorney to pay out of pocket expenses for necessary costs, including subpoena and witness fees; expert fees; filing fees; deposition costs; copy costs; long distance telephone charges; costs of records, transcripts and reports; mileage expenses at the rate of \$0.50 per mile outside the County of Ogemaw; or any other expenses incurred on behalf of any indigent client. Expenses shall be billed to the Courts and the County of Ogemaw within 30 days after the end of the month in which they were incurred. Payment for any and all expenses as provided in this paragraph shall be paid by the County of Ogemaw within 30 days of submission of a bill for said expenses. The attorneys shall file a petition with the respective Court for any expert witness fees or investigator fees and obtain from the Court a budget for such expenses in advance and permission to incur same.
- 10. This agreement shall not apply to post-conviction appeals from and in any Court or parental rights Termination representation on these matters shall be paid by the Courts and the County at the rate of \$60.00 per hour.
- 11. All Judges reserve the right to refuse to allow any attorney contained herein, to practice in their respective court. If any attorney does not satisfy their performance pursuant to this contract due to a judge's refusal to let him/her appear in their court, or failure to perform for any other reason, that individuals share of income pursuant to this contract shall be equally apportioned between those that continue to fully perform.

For performance of the above described services, payment shall be made in the total sum of Two Hundred and Forty Thousand, Dollars (\$240,000.00) for 2013, Two Hundred and Fifty Thousand Thousand (\$250,000.00) for 2014, and Two Hundred and Fifty Thousand Thousand (\$250,000.00) for 2015. Payments shall be made in monthly installments commencing the first day of October, 2013 and then on the first day of each month during term of this contract until the amount is paid in full. Payments will be considered "in advance" for work to be performed. Total payment amounts per attorney and monthly installment payments are (will be) contained in ATTACHMENTA.

Each attorney will be required to keep accurate records and submit a monthly summary to each Court of all time and expenses incurred in each Court for each case. The monthly summary shall be filed with the Court in which the hours of representation were incurred and a copy shall be filed with the Ogemaw County Clerk within 21 days from the end of each month for which the hours are being submitted. Failure, by a contract attorney, to timely submit their summary may result in the withholding of that attorney's check until such time as their billing is filed.

Each attorney shall also be required to carry legal malpractice insurance with a minimum coverage of \$100,000 / \$300,000. Proof of such coverage shall be filed with the Ogemaw County Clerk by *December 15, 2013* if not already on file.

In consideration of the Monthly payments provided herein, it is anticipated that the Attorneys will continue participation through the last date of this contract and in the event of disability, the cessation of practicing law, and/or other disability or inability to fulfill the obligations of this agreement, counsel shall, with prior approval of the Judges and other participating offices under this contract, obtain substitute representation to fulfill his/her obligations under this contract.

William P. Jennings Jr.
William P. Jennings Jr., PC

Jon R. Macdonald
Macdonald, Williams & Macdonald, PLC

Darris B. Richards Darris B. Richards, PLLC Thomas E. Schaiberger
Thomas E. Schaiberger, PLC

William D. Engemann William D. Engemann, PC

Michael H. Juarez Juarez & Juarez, Per Katrina I. Bonnell Katrina I. Bonnell, PLC

Christine R. Juarez Juarez & Juarez, PC

Melissa K Wangler
Melissa Wangler

Jennifer Izworski

Greg Illig, Commissioner

Bruce Reetz, Commissioner

Ron Quackenbush, Commissioner

Brenda Simmons, Commissioner

Pete Hennard, Commissioner

Date

<u>ATTACHMENT A</u> EXAMPLE – NOT FINAL

October 1, 2013 - September 30, 2014 (1st Year)

	\$240,000.00	
Jennifer Izworski	\$666.66/month	\$7,999.92/опе year
Jon Macdonald	\$2,333.34/month	\$28,000.08/one year
William Jennings	\$2,333.34/month	\$28,000.08/one year
Michael Juarez	\$2,333.34/month	\$28,000.08/one year
Katrina Bonnell	\$2,333.34/month	\$28,000.08/one year
Christine Juarez	\$2,333.34/month	\$28,000.08/one year
William Engemann	\$2,333.34/month	\$28,000.08/one year
Darris B. Richards	\$2,333.34/month	\$28,000.08/one year
Thomas E. Schaiberger	\$2,333.34/month	\$28,000.08/one year
Melissa Wangler	\$666.67/month	\$7,999.92/one year

October 1, 2014 - September 30, 2015 (2nd Year)

the state of the s		
	\$250,000.00	
Jennifer Izworski	\$1,388.90/month	\$16,666.68/one year
Jon Macdonald	\$2,256.94/month	\$27,083.28/one year
William Jennings		\$27,083.28/one year
Michael Juarez		\$27,083.28/one year
Katrina Bonnell		\$27,083.28/one year
Christine Juarez		\$27,083.28/one year
William Engemann		\$27,083.28/one year
Darris B. Richards		\$27,083.28/one year
Thomas E. Schaiberger		\$27,083.28/one year
Melissa Wangler		\$16,666.68/one year
	······································	

October 1, 2015 - September 30, 2016 (3rd Year)

	\$250,000.00	
Jennifer Izworski	\$2,083.33/month	\$24,999.96/one year
Jon Macdonald		\$24,999.96/one year
William Jennings		\$24,999.96/one year
Michael Juarez		\$24,999.96/one year
Katrina Bonnell		\$24,999.96/one year
Christine Juarez		\$24,999.96/one year
William Engemann		\$24,999.96/one year
Darris B. Richards		\$24,999.96/one year
Thomas E. Schaiberger		\$24,999.96/one year
Melissa Wangler		\$24,999.96/one year

CAUTION:

THIS MAY NOT REFLECT THE ACTUAL FINAL DISBURSEMENT SCHEDULE AND IS MEANT TO SERVE AS AN ESTIMATED EXAMPLE ONLY – THE DISBURSEMENT PERCENTAGES FOR EACH ATTORNEY MAY CHANGE AFTER FURTHER TALKS BETWEEN THE ATTORNEYS – HOWEVER THIS FACT WILL NOT CHANGE THE OVERALL CONTRACT VALUE.

ROSCOMMON COUNTY DEFENSE CONTRACT

January 1, 2014- December 31, 2014

THE UNDERSIGNED AGREE AS FOLLOWS:

- 1. That the following law offices- Law Office of Gerard F. Brabant, PC; Chrispell & Associates, Attorneys At Law, P.C.; Law Office of John E. Rosczyk, Troy B. Daniel and Chuck Mosesshall provide representation for all indigent criminal defendants charged with offenses cognizable in Circuit Court pursuant to MCR 6.001(A) and all criminal defendants charged with offenses cognizable in District Court pursuant of MCR 6.001(B).
- 2. The instant contract applies to those court appointments occurring after January 1, 2014, and prior to January 1, 2015. Each attorney participant agrees to complete each file assigned while participating in the contract, irrespective of whether that attorney subsequently withdraws from this instant contract or future defense contracts.
- 3. All attorneys and law offices presently appointed shall continue working on cases appointed to them before January 2, 2014.
- 4. All attorneys and law offices presently and/or law offices referenced above will be compensated at the following monthly rate through December 2014:
 - a. Law Office of Gerard F. Brabant, \$3503.42 per month (felony appointments only)
 - b. Troy B. Daniel, \$3503.42 per month (felony appointments only)
 - c. Law Office of John E. Rosczyk, \$3503.42 (felony appointments only)
 - d. Chrispell & Associates, Attorneys At Law, \$2622.55 (misdemeanor appointments only);
 and
 - e. Chuck Moses, \$2622.55 (misdemeanor appointments only)
- 5. Court ordered appointments shall, pursuant to the provisions of this contract, apply only to those circumstances where the Michigan Constitution, Michigan Statute, or Michigan rules of Court require the appointment of counsel. All attorneys shall accept the following appointments on a rotating basis, except that only the attorneys receiving the felony appointments shall be appointed for Circuit Court Probation Violation hearings and only the attorneys receiving the misdemeanor appointments shall be appointed for District Court Probation Violation Hearings; paternity cases, probation violation hearings, child support contempt proceedings, bench warrants, contempt of court bench warrants and personal protection order contempt proceedings.

Although cases in which a defendant is charged with *First Degree Murder, Second Degree Murder, Open Murder, Criminal Sexual Conduct 1*st *Degree, Criminal Sexual Conduct 2*nd *Degree, Criminal Sexual Conduct 3*nd *Degree, or "Life Offenses"* are included as part of the services to be rendered under this contract, the court appointed counsel may submit a bill for said services on such cases, which shall then be reviewed by the Circuit Court Judge and, where appropriate, said counsel shall be paid such amount for said services as approved by the Judge. Said payment or payments shall be in addition to the normal contract rate.

6. All attorneys operating under the terms and conditions of the instant contract have an

- affirmative obligation to review an indigent defendant's financial status and advise the appropriate court in the event that counsel subsequently discovers that a defendant may not be entitled to court appointed counsel for lack of indigency.
- 7. The parties agree that any one of the attorneys or law offices to the instant contract may unilaterally cancel the contract obligation of said party without any future liability upon sixty (60) days written notice to the affected courts of said intent to cancel.
- 8. The Circuit Court Judge and District Court Judge may remove an attorney from participation in this contract under the following circumstances:
 - a. Both judges determine that the participating attorney is incompetent or unethical;
 - b. Both judges determine that the participating attorney does not act in the best interest of justice;
 - c. Both judges determine that the participating attorney refuses or fails to fulfill his or her duties and obligations under this contract and that they have been notified in writing from both judges for a similar or like breach of his or her duties and obligations under this contract on at least one previous occasion;
 - d. The participating attorney has been suspended, sanctioned, or disbarred by the Michigan State Bar.
 - e. Any attorney who shall become subject to the sanctions imposed by this paragraph shall be notified in writing by both judges.
- 9. The parties agree that the allocation of monies per attorney participant and allocation of defense contract responsibility per attorney participant does not reflect the actual allocation of financial responsibility each court participant has to the instant contract.

Approvals and Signatures follow on next page

Approved by Attorney Participants:

Chrispell & Associates, Attorneys At Law, P.C. Law Office of Gerard F. Brabant, P.C. By: Roberta Eckert-Chrispell By: Gerard F. Brabant Law Office of John E. Rosczyk Troy B. Daniel Chuck Moses By: Chuck Moses Approved by Court: 34th Judicial Circuit Court 82nd Judicial District Court Roscommon County Roscommon County Hon. Michael J. Baumgartner Hon. Daniel L. Sutton

Dated: (2/11/13

Dated: 12.10-13

Thirty-Fifth Judicial Circuit Of Michigan

GERALD D. LOSTRACCO Circuit Court Judge (989) 743-2298

JANICE A. FOLTZ Circuit Court Administrator (989) 743-2248

> **LAURA DURAZZO** Research Attorney (989) 743-2675

> > December 10, 2013

Shiawassee County Circuit Court 208 N. Shiawassee Street Corunna, Michigan 48817

SANDY M. OSTRANDER

Caseflow Manager (989) 743-2298

KIMBERLY A. SHIPMAN Deputy Court Administrator (989) 743-2312

RHONDA S. ROBINSON Judicial Assistant (989) 743-2239

Ms. Marla R. McCowan State Appellate Defender Office Suite 3300 Penobscot Bldg. 645 Griswold Detroit, MI 48226-4281

In Re: List of Attorneys Taking Criminal Assignments

Dear Ms. McCowan:

In response to your December 4th letter regarding attorneys taking criminal assignments in circuit court, the following list of attorneys take court appointments in the 35th Judicial Circuit:

Angela Adams

Patrick Allen

Robert Ashlev

Lynn Bowne Douglas Corwin, Jr.

Justin English

Ann Gamboe Hall John Homola

Amy Husted

Christopher Johnson

Scott Koerner

Matthew McKone

Charles Ouick

Gloria Santrucek-Arndt

Michelle Shannon

Curtis Zaleski

Court-appointed attorneys are paid at a hourly rate of \$60. If defendants request a courtappointed attorney at arraignment in district court, they are required to come to circuit court and fill out the financial form and, should they qualify, our circuit court judge appoints counsel if he determines they are indigent. I have attached the financial form and our Order Appointing Counsel. Should you have any further questions, please feel free to contact me.

Very truly yours.

Janice A. Foltz

Circuit Court Administrator

/jaf

Enclosures

STATE OF MICHIG	AN		FINANCIAL STATEMENT CASE NO.									
Court address 208 N. Shiawassee St, Corunna					 3817						Co (989	urt telephone n 7) 743-2239
	-dij-dhaqui			DNALIN		ATION	\$14.4V	Ağıvak		ASTANCE GOVE	194 (SeVS)	Zakananan
Name (last, first, middle)				21.0.11.11	i Oranz	renon.	Date	of birth			Maria de Proposition de la Companya del Companya de la Companya del Companya de la Companya de l	SSN (last 4 digit
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Home phone no. W	ork phone no).	Cellular	phone no.		Driver's	license	no.	••		<u> </u>	State
Mailing address (if different than	above)			Marital	Status:	single	_	rried		parated		ridowed
Name and address of nearest li-	ving relative			Relation	nship	divorce	ea		divor	ed, date Phone		
Names of dependents			Date of	hirth	l Chudo	nt (Van/Ni		Calla		l=116		****
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Employer #1. (Company name o	addicas							Lengu	I OI EI	nployme	LIE	
Employer #2: (Company name 8	address)		***************************************					Length	of En	nployme	nt	
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certify under penalty of per hat I have no other addition	ury that the	e foregoing I will suppl	is a comp ly support	olete and ing doci	d accur umenta	ate state	ment c	of my incand de	come	at EXP asset oon rec	s, and	
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STATE OF MICHIGAN IN THE CIRCUIT COURT FOR THE COUNTY OF SHIAWASSEE

140	
VS	FILE NO(District Court No.)
	1
Defendant	
	ALL ATTORNEY FEES, FINES &
	COSTS ARE PAYABLE ON THE
	DAY YOU ARE SENTENCED.
- Cara	
At a passion of said Oscut bald to	ORDER APPOINTING COUNSEL
a session of said Court neight	the Courthouse in the City of Corunna, Shiawassee County, Michigan the of
- July	A.D. 20
PRESENT: HONORABLE GERAL	D D. LOSTRACCO, CIRCUIT JUDGE
	D. 20071.A000, Officery Budge
IT APPEARING TO THE CO	DURT thatdefendar
erein, is am indigent person and v	without adequate funds with which to hire counsel in the above matter, ar
hat counsel should be assigned	to represent him/her, and the Court being advised in the premise
NOW THEREFORE IT IS A	·
Attorney at Law practicing in Shiaw	RDERED that, a duly license, a duly license rassee County, Michigan be and is hereby appointed to represent the sai
efendant in connection with the cha	rge(s) against him/her;
A preliminary examinati	on has been scheduled in the 66th Judicial District Court fo
, 20a	at a.m. in the courtroom of Judge
	p.m.
IT'IS EIIDTHED ADNED	
IT IS FURTHER ORDER	ED that defendant is to make weekly payments in the amount of
toward his/he	ED that defendant is to make weekly payments in the amount of court-appointed attorney fees, said payments to be made in the
toward his/he	ED that defendant is to make weekly payments in the amount of court-appointed attorney fees, said payments to be made in the 208 N. Shiawassee St., Corunna, Michigan 48817, beginning
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Should the defendant be inc. s/her court-appointed counsel afendant is to make arrangeme ward his/her court-appointed attorn	ED that defendant is to make weekly payments in the amount of court-appointed attorney fees, said payments to be made in the 208 N. Shiawassee St., Corunna, Michigan 48817, beginning on defendant's release from jail when bond is posted. arcerated at the time of this appointment, he/she is to notify this Court and upon release from jail and report any income immediately; further nts with the Judicial Assistant (989-743-2239) for weekly payments
toward his/he Circuit Court Clerk's Office, 2 , or up Should the defendant be inclis/her court-appointed counsel	ED that defendant is to make weekly payments in the amount of court-appointed attorney fees, said payments to be made in the 208 N. Shiawassee St., Corunna, Michigan 48817, beginning bon defendant's release from jail when bond is posted. arcerated at the time of this appointment, he/she is to notify this Court and upon release from jail and report any income immediately; further nts with the Judicial Assistant (989-743-2239) for weekly payments

INDIGENT DEFENSE AGREEMENT

THIS AGREEMENT, made this 21st day of December, 2012, by and between the COUNTY OF CALHOUN, hereinafter referred to as the COUNTY, and the 37th JUDICIAL CIRCUIT COURT OF MICHIGAN, hereinafter referred to as the COURT, and INDIGENT DEFENSE CONTRACTOR Michael L. Lind, hereinafter referred to as the ATTORNEY/S:

WITNESSETH:

WHEREAS, the COUNTY is in need of a just, efficient and economical system for providing attorneys, at taxpayers' expense, to defend those individuals who are charged with felony criminal offenses, and who cannot afford to retain private counsel due to indigence; and

WHEREAS, the system which appears to offer the most satisfactory fulfillment of that need is that of a contract between the COUNTY, the COURT, and one or more ATTORNEY/S to provide said services as may be needed; and

WHEREAS, the ATTORNEY/S have represented that they are ready, willing and able to provide said legal services on a contractual basis.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

- 1. The effective term of this **AGREEMENT** shall be from January 1, 2013, through December 31, 2015; thereafter, if mutually agreeable, the contract can be extended on an annual basis for two additional one year terms but may not exceed five years total.
- 2. The ATTORNEY/S agree to provide legal defense services for those felony defendants determined to be indigent and for whom the ATTORNEY/S have been appointed and appeared, including final disposition thereof in any court having jurisdiction in the County of Calhoun, giving priority within their offices to said legal services, for up to the total amount of 600 such appointments for an attorney group or association, not to exceed 200 appointments to each individual attorney, per year of indigent felony cases, circuit court probation violations, certain criminal matter witness representations designated by law and felony-derived or investigatory lineups cognizable by the 37th Judicial Circuit Court.
- 3. The ATTORNEY/S shall represent, when appointed, only those defendants/respondents who are in fact eligible for court appointed counsel at public expense pursuant to the standards of Michigan law. In the event an ATTORNEY feels that an individual for whom he/she has been appointed is not or is no longer entitled to such representation under the law, the ATTORNEY shall bring the matter to the attention of the Circuit Court Administrator, in writing, for the further determination of the COURT. However, nothing set forth herein shall supersede the attorney-client privilege.
 - 4. Representation of indigent defendants shall include the responsibilities set forth in Michigan

Court Rule 6.005(H); the Michigan Rules of Professional Conduct, and the Michigan Court Rules. The responsibility of the ATTORNEY/S shall not extend to post conviction appeals.

- 5. The ATTORNEY/S eligible to receive appointments under the terms of this AGREEMENT, and their current competence classifications consist of:
 - {a} Michael L. Lind, Level "B"
 - {b}
 - {c}
 - {d}
- 6. This **AGREEMENT** shall not cover the costs of transcripts, witness fees, mileage fees for witnesses, costs of service of process, of polygraph tests, psychiatric examinations for defendants, expert witness fees, or the same kinds of out-of-pocket costs, which shall be paid by the **COUNTY** separate and apart from this **AGREEMENT**, upon motion for and approval by the **COURT**.
- 7. In any case in which representing more than one defendant would create a conflict of interest, or when the interests of one defendant would create a conflict of interest, or when the interests of one defendant would create a conflict of interest with another indigent defendant, or when the interests of one defendant so conflict with the interests of other defendants that prejudice could result from joint representation, the COURT may make the appointment from another contracted firm, group or ATTORNEY for legal services in the representation of indigent defendants in felony actions cognizable by the 37th Judicial Circuit Court. If at any time the contracted ATTORNEY/S cannot represent an indigent defendant because of a conflict of interest, the COURT shall appoint other counsel and the COUNTY shall pay for said legal services so furnished.
- 8. The ATTORNEY/S shall maintain a fully functional law office within Calhoun County, Michigan at the expense of the ATTORNEY/S and shall maintain their primary practice of law at said office. The ATTORNEY/S agree to provide adequate personnel, such as secretaries or clerks, to staff said office.
- 9. The ATTORNEY/S agree to maintain adequate professional liability insurance, hold harmless and indemnify the COUNTY, the COURT, and the CALHOUN COUNTY BOARD OF COMMISSIONERS, the JUDGES, and their agents, officers, and employees from any and all liability arising out of the ATTORNEY/S' acts or omissions arising under the terms of this AGREEMENT. The ATTORNEY/S shall not be liable for any claims, demands, damages, costs, expenses or attorney fees arising out of an act or omission on the part of the COUNTY and the COURT, it officers, agents, servants, and employees. In addition, the ATTORNEY/S shall at all times during this AGREEMENT maintain professional liability insurance at a minimum of \$300,000.00 for each occurrence/\$100,000.00 for each individual, with companies licensed to conduct business in the State of Michigan. Attorneys who are awarded appointments will be required to provide proof of said insurance to the COUNTY and the COURT by January 1, 2013. Attorneys will be required to maintain required levels of insurance throughout the term of the contract and to notify the COUNTY and the COURT of any changes in insurance coverage.

10. Except as otherwise noted herein, for the performance of the legal services described herein, each of the ATTORNEY/S shall receive from the COUNTY the amount of four hundred and eighty five dollars (\$485) per appointment except as may be otherwise specified herein.

For the option years four and five, the Contractor or the County shall be entitled to request an annual price adjustment of the foregoing per appointment rates. The request for price adjustment by the Contractor shall be submitted to the County Court within thirty (30) days before the contract anniversary date of each year, beginning with the end of the third year of the contract term. The price adjustment shall be based upon the lower of 3% or the percentage change in the all item component for urban consumers of the Consumers Price Index for the Midwest Region, as published by the Department of Labor, Bureau of Labor Statistics.

Notwithstanding the foregoing amount, if retained or other appointed counsel substitutes for appointed counsel prior to or at preliminary examination or the preexamination conference, then the amount is \$50 per appointment. Further, if the appointment is to attend an investigatory line up or to represent a criminal witness, then the amount is \$300 per appointment.

Per Diem Trial Time (if in excess of four [4] hours of court session time in any compensable day: Four Hundred (\$400) dollars.*

Per Diem Trial Time (if four [4] hours or less of court session time in any compensable day: Two Hundred (\$200) Dollars.*

*Denotes that a per diem amount of \$400 for each day of trial in excess of four (4) hours of court session time, and \$200 for four hours or less of court session time, is to be paid in any appointed felony case which extends beyond two compensable full days. Cases extending to the third full day of trial will be paid retroactively to and including the first day of trial.

An appointment shall count as one appointment for compensation purposes for all multiple cases involving the same defendant and arising from the same transaction if the same ATTORNEY is appointed.

In the event an action is dismissed without prejudice at any stage of court proceedings within the scope of legal representation set forth in Paragraph 4 hereof, and is subsequently, during the term of this AGREEMENT, reissued or filed again, and the same ATTORNEY is again appointed, said reappointment shall not constitute a new or additional appointment for compensation purposes. If an ATTORNEY other than the originally appointed ATTORNEY is subsequently appointed to a reissued case, then that appointment shall constitute a new appointment for compensation purposes.

The COUNTY shall make payments to the ATTORNEY/S by the 15th day of each month in monthly installments equal to 70% of 1/12th of the estimated number of appointments that the ATTORNEY/S have been approved for in response to their proposal request, the monthly amount thus computing to \$3112.08. Additional payments for trial time and other reimbursable expenses as provided herein, shall be made as completed and billed to the COURT by the ATTORNEY/S. The COURT will perform quarterly reconciliations and submit them to the COUNTY by the fifteenth (15th) day of the month

following the end of each quarter. The **COUNTY** will then make adjustments up or down according to the number of appointments made during that period. Said payments shall be forwarded to the **ATTORNEY/S** at the business address previously provided.

- 11. It is understood by the parties hereto that other ATTORNEY/S have entered into an AGREEMENT with the COUNTY and the COURT, with each ATTORNEY agreeing to undertake a certain number of appointments and to provide legal defense services for indigent defendants charged with criminal offenses and containing the same provisions as set forth in this AGREEMENT.
- 12. The COURT may assign appointments to each ATTORNEY contracting with the COURT and COUNTY for indigent criminal defense in an approximately equal number and on a rotating basis within the competence classification of each ATTORNEY. If applicable, ATTORNEY/S under this AGREEMENT who are solo practitioners may be assigned the number of cases they have proposed to the COUNTY and which the COUNTY has accepted, provided they file a joint appearance with another qualified ATTORNEY and/or establish a law firm or submit a letter of arrangement subject to the prior approval of the COURT to assure the COURT reasonable coverage of assignments. The COURT may require, pursuant to Court Rule, that replacement of the assigned ATTORNEY, permanently or temporarily, requires prior approval of the assigned Judge.
- 13. This AGREEMENT may be terminated by the COUNTY, the COURT, or the ATTORNEY/S in the event the State of Michigan should preempt or modify the system for criminal case indigent defense; or, after notice, hearing, and finding by the Chief Judge of good cause, for failure of the ATTORNEY/S to comply with the Policy/Procedures Directive of the 37th Judicial Circuit Court dated January 1, 2010 (Directive Attached), the Michigan Rules of Professional Conduct, and the Michigan Court Rules; or if the COUNTY or the ATTORNEY/S fail to perform in a substantial manner the obligations specified in this AGREEMENT, as determined by the COURT. In the event of termination of the AGREEMENT, unless otherwise provided hereunder or directed by the COURT, the ATTORNEY/S appointed in each case still pending at that time shall continue with their obligations to represent the defendant/respondent as if this AGREEMENT were still in effect.
- 14. Each ATTORNEY shall have the right to subcontract or to hire other attorneys qualified to handle felony and other assigned appointments pursuant to the terms of this AGREEMENT at no additional cost to the COUNTY and with the prior written approval of the COURT and COUNTY. In all cases, however, the original ATTORNEY shall assume responsibility for all services offered. Further, the COUNTY and the COURT shall consider the original ATTORNEY to be the sole point of contact with regard to assigned cases, including payment of any and all amounts resulting from said AGREEMENT. If any part of these services is to be subcontracted, the original ATTORNEY shall provide a complete description of the work subcontracted and descriptive information about the subcontractor's organization and capabilities. The original ATTORNEY shall be completely responsible for adherence by the subcontractor to all provisions of this AGREEMENT. Subcontractors must comply with the terms of this AGREEMENT, including the requirements of the Court Policy/Procedures Directive dated January1, 2010 (Directive Attached), the Michigan Rules of Professional Conduct and the Michigan Court Rules. All subcontracting ATTORNEY/S and ATTORNEY/S participating in a group or association of attorneys will be expected to sign a contract.

15. Attorney(s) receiving appointments under this contract agree to participate, and will have the appropriate equipment to participate, in all provisions of the Michigan Court Rules concerning electronic processing of pleadings, of discovery and of any other exchange of information which are presently in effect or which take effect during the life of this contract.

Attorney(s) shall receive, at the option of the court, all court issued notices and documents in cases for which appointed under this agreement via email or other electronic means and shall keep the Court Administrator advised of their current email address to which such notices and/or documents may be sent.

Should the Michigan Supreme Court adopt rules permitting or requiring "e-filing" generally during the term of the agreements the parties will meet to discuss and resolve implementation matters related thereto.

16. Unless otherwise modified herein, the terms and conditions contained in RFQ # 112-12, Attorney's Response to RFQ # 112-12, are incorporated as part of this AGREEMENT. In the event of conflict, the documents shall prevail in the following order: This AGREEMENT, RFQ # 112-12, Attorney's Response to RFQ # 112-12.

17. Notices and communications required pursuant to the terms of this AGREEMENT shall be addressed as follows: for the COUNTY, to the Calhoun County Administrator/Controller, County Building, 315 West Green Street, Marshall, MI 49068; for the COURT, to the Circuit Court Administrator, 161 East Michigan Avenue, Battle Creek, MI 49014-4066; for the ATTORNEY/S, to Michael L. Lind, Attorney at Law, 391 South Shore Drive, Suite 318, Battle Creek, MI 49014.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing AGREEMENT on the date and year first above written.

COURTS/COUNTY OF CALHOUN

ATTORNEY/S

Susan Klein

From:

Robert T. Hentchel

Sent

Friday, March 01, 2013 9:38 AM

To:

Attorney Adam Bancroft (adamdbancroft@gmail.com)

Cc:

Arthur Clarke; Frank D. Willis; Kathy Brickley; Paul E. Hamre; Craig A. Hess; James Becker;

Laura Canaan; Susan Klein

Subject:

Court Appointed Compensation

Attorney Bancroft,

Can you please send this to the members of the Van Buren County Bar Association. I believe it to be self-explanatory. October is the start date because that is when the new court budgets for 2013-1014 will begin and this will allow us to include these increases in our budget preparation under our due process accounts.

-Trial preparation \$620 \$625 \$630 \$635	
LEVEL II CRIMES	
-Flat fee \$750 \$755 \$760 \$765	
-Trial time \$80/hr \$85/hr \$90/hr \$95/hr	
-trial prep. \$405 \$410 \$415 \$420	
LEVEL III CRIMES	
-Flat fee \$490 \$495 \$500 \$505	
-Trial time \$75/hr \$80/hr \$85/hr \$90/hr	
-Trial prep. \$285 \$290 \$295 \$300	
LEVEL IV CRIMES	
-Flat fee \$445 \$450 \$455 \$460	
-Trial time \$65/hr \$70/hr \$75/hr \$80/hr	
-Trial prep. \$270 \$275 \$280 \$285	
ALL MISDEMEANORS	-
-Flat fee \$285 \$290 \$295 \$300	
-Trial time \$55/hr \$60/hr \$65/hr \$70/hr	
-Trial prep. \$125 \$130 \$135 \$140	

Proceedings/events not included in this chart will remain at the current pay scale. In addition, there is legislation pending at the state level that could affect court appointed compensation.

All the judges want to let the members of the bar that take court appointments know that we really appreciate the work you do and some of the difficulties you encounter. It is appreciated. Thank you for your help and assistance.

Judge R.T. Hentchel 7th District court

Van Buren County

Bond Violations + Probation Violations remo

2014 COURT APPOINTED ATTORNEY LIST

ATTORNEY NAME	BAR#	TELEPHONE	FAX#
BANCROFT, ADAM D	70318	269/427-5601	269/427-7267
228 W. Monroe St.			adambancroft@gmail.com
Bangor, MI 49013	<u> </u>		
			0.501657 0.006
DUBAY, MARK D.	33819	269/657-8001	269/657-8936
200 S. Kalamazoo St.		:	markdubay@ontrakcom.com
P.O.Box 222			
Paw Paw, MI 49079			
DUNFIELD, NICHOLE	61668	269/657-3988	269/657-3224
226 ½ E Michigan Ave.	01000	cell	dufieldn@gmail.com
Paw Paw, MI 49079		269-217-5669	data da
144,111 15075		205 217 5005	
FAHEY, DARRELL	68274	269-929-6434	888-542-2898
PO BOX 143			faheyd@gmail.com
54870 N. Main St			. 00
Mattawan, MI 49071			
GLAZIER, RICHARD L.	60705	269/463-5735	NOFAX
82854 67 th Street			rglazier@hotmail.com
Hartford, MI 49057			
GRIMES, CALEB	77551	269/637-8405	269/637-7243
401 Center Street	77331	203/03/-0403	dunnandfrost@gmail.com
South Haven, MI 49090			dumandiros (e.g. man, our
	÷		
HECKMANI DDIENI	76006	269/353-1111	269/585-6200
HECKMAN,BRIEN 221 Oak St, Ste 1C	70000	209/333-1111	bwh@mi-defense.com
Paw Paw, MI 49079			bwitterin-deterise.com
1 444 1 444, 1911 TOUTS			
HUNT, DAVID H.	35037	269/657-6366	297/655-0109
221 Oak Street	וכטכנ	403/03/1 - 0300	Mojohunt2@mac.com
Paw Paw, MI 49079			arojonance contraviour
2417 14119 1711 17017			
KOLOSOWSKY, JIM	75882	269/743-9333	jklawfirm@hotmail.com
221 Oak St.	·		
Paw Paw, MI 49079			- 1
<u></u>		750000000000000000000000000000000000000	

LEWIS, ALLEN J. 17662 M-40 South P O Box 88 Gobles, MI 49055	27978	269/628-2173	269/628-4627
MARCELLETTI, RUDOLPH 148 N. Main Street P O Box 340 Lawton, MI 49065	35024	269/624-4481 cell 207-3444	269/624-4491 rmmlawyer@gmail.com
METZGER, SUSAN 226½ E Michigan Ave. Paw Paw, MI 49079	62867	269-655-1035	269/657-3224 susan@laaksonenlaw.com
OLSON, JESSIE N. P O Box 8 Bangor, MI 49013	44879	269/599-0351 cell 269-329-8407	810/626-0120
(PAW PAW CRT ONLY) PLASZCZAK, ROMAN 181 w. Michigan Ave., Ste 1 Paw Paw, MI 49079	18940	269/657-5444 cell 269-370-1769 269-655-6814	269/657-4537 romanp@ontrakcom.com
RODLUND, DAVID SETH PO BOX 55 105 W. Michigan Paw Paw, MI 49079	65171	269/267-8075 cell 269-267-8075	269/743-1123 rodlundd@hotmail.com
STEWART, GARY A. 203 S. Niles Street Paw Paw, MI 49079	49442	269/657-5591	269/657-3306 gstewart@btc-bci.com

STATE OF MICHIGAN
36TH JUDICIAL CIRCUIT
7TH JUDICIAL DISTRICT
PROBATE COURT
VAN BUREN COUNTY

JOINT ADMINISTRATIVE ORDER RE: COURT APPOINTED ATTORNEYS

ADMINISTRATIVE ORDER 2013-1J, C36 & P80 1J, D07 Resoinds: 2004-1J,C36 & P80 1J, D07

SELECTION CRITERIA AND PROCEDURE

AREAS OF PRACTICE

Attorneys are appointed in the following areas of practice:

- I. Felony charges at the District Court level.
- II. Felony charges at the Circuit Court level.
- III. Misdemeanor charges in the District Court.
- IV. Appeals from District to Circuit Court.
- Appeals from Circuit Court to the Court of Appeals.
- VI. Petitions on abuse and neglect, and delinquency in the Family Division of the Circuit Court.
- VII. Mental health petitions in the Probate Court.
- VIII. Non-support in the Circuit Court, Family Division.
- IX. Personal Protection Order violations in the Circuit Court, Family Division (Adult and Juvenile).
- X. Paternity cases in the Circuit Court, Family Division.
- XI. Miscellaneous Guardian Ad Litem.
- XII. Appeals from the Juvenile Court, Family Division, to the Circuit Court or Court of Appeals.
- XIII. Orders to show cause, bench warrants, or probation violations.

SELECTION METHODS

Attorneys are not selected. Any attorney meeting the minimum standards and qualifications may apply for inclusion in the list of attorneys in any particular area of practice listed above. If they meet the minimum standards and qualifications, they will be added to the list. This does not apply to area V. This area is handled by the methods set in AO 1989-3.

MINIMUM STANDARDS AND QUALIFICATIONS

To be considered for any list, an attorney must be licensed to practice in the State of Michigan and be a member in good standing with the State Bar of Michigan and Van Buren County Bar Association. The attorney must maintain his or her principal office in space located in Van Buren County at an address on file with the State Bar of Michigan shown in the State Bar Directory. The attorney must conduct a majority of his practice in Van Buren County and have

space other than the courthouse to meet confidentially with clients. The attorney must agree to be mentored by an experienced attorney if requested.

Felony cases at the Circuit Court level are compensated on four levels, based upon the seriousness of the defendant's exposure to incarceration. Level ONE is limited to mandatory life without parole. Level TWO includes all life offenses with the possibility of parole, and any crime with a mandatory sentence of more than one year. Level FOUR is limited to crimes carrying five years or less, and level THREE covers those crimes punishable by over five years, but not included in level ONE or TWO.

To receive appointments on felonies for level TWO, an attorney must have a minimum of two years experience in criminal defense work that includes felony representation on cases at levels FOUR and THREE. To be appointed on cases at level ONE, a minimum of five years experience is required.

To receive appointments in areas VIII, IX and X, an attorney must be willing to do all three areas.

The judges may, in their discretion, appoint an attorney to a case when the minimum years of experience have not been met, when a judge is of the opinion that the attorney's actual experience is such that they can properly defend the client in the case in question.

PERFORMANCE REVIEW

The Appointment and Review Board shall meet at least annually in the month of May to review the performance of all attorneys on all the lists currently taking appointments. The Board shall examine all complaints received about the performance of any attorney. The judges of the Courts of the County are to refer all complaints to the Board, and the Board is to request input, prior to each annual meeting, from each judge of the County, as to the performance of the attorneys receiving appointments and practicing before them. A Board Member being reviewed must be replaced by an alternate for purposes of their own review.

REMOVAL PROCEDURES

When the Board receives information sufficient to raise concerns as to the adequacy of representation by an attorney on a Court Appointed list the members shall investigate the same, inform the attorney in writing of the nature of the concern, if the investigation justifies it, and give the attorney an opportunity to address the concerns. If a majority of the Board finds the attorney's performance as Court Appointed Counsel unsatisfactory, the attorney may be removed from all Court Appointed lists, or some or one of the lists, or the judges may take such other corrective action they deem sufficient to assure proper representation of parties being represented by the attorney in question.

COURT APPOINTED ATTORNEY APPOINTMENT AND REVIEW BOARD

The Van Buren County Bar Association shall select two members of their Association, at least one of whom must be an attorney receiving court appointments, to serve on the Appointment and Review Board, beginning with one- and two-year terms and three-year terms for all thereafter. The judges of the County shall select two judges to serve on the Board for a three-year term. The appointees shall all commence their terms beginning January 1, 2013.

This Board shall be responsible for the administration of the appointed counsel program.

The Board shall also gather information on compensation levels for court appointed counsel, from Michigan and elsewhere, and each three years review the fees paid to the Van Buren County attorneys taking appointments and the manner of compensation. The Board shall seek input from the Bench and Bar. Prior to July 1, 2013, and each three years thereafter, the board shall make recommendations to the Judges of the County as to the amount and manner of compensation.

The judges of the County shall make an affirmative response to the recommendations, and set forth their reasons for following or not following the recommendations of the Board as to the level and manner of compensation.

APPOINTMENT PROCESS

Attorneys appointed in area I are each given a week when all appointments go to that attorney for the preliminary examinations set for that week, with the exception of co-defendants where the same lawyer cannot be appointed under the prohibition in MCR 6.005(F). In such cases, the first lawyer(s) available from the list for area I. will be appointed to represent the other defendant(s).

Attorneys appointed in areas II, III, and IV are selected from the list of attorneys practicing in the area, on a rotation basis.

Attorneys practicing in area V are assigned by the method set forth in AO 1989-3.

Attorneys practicing in area VI are attorneys willing to enter into an annual contract with the Court to handle all the cases from that area for an equal percentage of a lump sum prebudgeted amount. Every year the attorneys are free to leave the contract and new attorneys are free to join it.

Attorneys practicing in area VII the juvenile division of area IX, area XI, and area XII are appointed on a rotating basis from a list of attorneys who are willing to take appointments in those areas,

Attorneys practicing in areas VIII, IX, X and XIII are appointed on a rotating basis from a list of attorneys willing to take all four of these areas of practice.

COMPENSATION METHOD

Compensation of Court Appointed Attorneys varies from one area of practice to another. The areas defined under "Areas of Practice" above are compensated as follows:

- I. Pelonies resolved and never leaving District Court receive a flat set fee. Felonies remanded back to District Court or settled in Circuit Court without trial, receive a flat fee at the level and amount paid in Circuit Court by the fees schedule. If the plea was made after the final settlement conference, a flat preparation fee may be paid. If the case is tried, the flat fee plus preparation fee, plus the hourly rate set by the schedule is paid. The fee schedule is set by the circuit judges. When an attorney is removed, substituted out of the case, or replaced, the attorney bills per hour, up to the flat fee.
- II. When a attorney is appointed while a case is pending, the attorney bills per hour up to the flat fee for settled cases. The attorney is also entitled to preparation and trial fees if the case goes to trial.
- III. A flat fee is paid for settled cases. Trials are paid by flat fee plus an hourly rate for trial time, and a preparation fee.
- IV. A fee schedule pays an hourly fee for appeals, with a limit, which varies depending on whether the conviction was plea based or by trial.
- The same as IV, except for the amounts paid.
- VI. A contract pays the participants willing to enter into the contract.
- VII., VIII, X, XI, XII, XIII, an hourly rate is paid.

MAINTAINENCE OF RECORDS

For each court there shall be maintained a record of the number of appointments given to each attorney on that court's list of attorneys practicing in each area, and the number of appointments given to each attorney by each judge of that court. Each court shall maintain a record of the total amount of public funds paid to each attorney by that court and the total amount of public funds paid to each attorney for appointment by each judge for that attorney.

The records shall be maintained by the court pursuant to SCAO General Schedule 16.

The records shall be compiled annually and a copy delivered to the Board prior to February 1 of each year.

The public may inspect the records without charge at the office of the Clerk of the Court compiling the same, upon request in writing, at a time convenient to the requesting party and the Court.

Effective: May / , 2013	
Date: 3/27/53	FRANK MILYS, CHIEF JUDGE
Date: 3/26/13	PAUL E. HAMRE, CIRCUIT JUDGE
Date: 3-26-13	Mod T. Hent Chal ROBERT T. HENTCHEL, DISTRICT JUDGE
Date: 3/27/13	ARTHUR H. CLARKE III, DISTRICT JUDGE
Date: 3/26/13	KATHLEEN,M. BRICKLEY, CINCUIT JUDGE

INDIGENT DEFENSE AGREEMENT

THIS AGREEMENT, made this 21st day of December, 2012, by and between the COUNTY OF CALHOUN, hereinafter referred to as the COUNTY, and the 37th JUDICIAL CIRCUIT COURT OF MICHIGAN, hereinafter referred to as the COURT, and INDIGENT DEFENSE CONTRACTORS West Michigan Defense Group, hereinafter referred to as the ATTORNEY/S:

WITNESSETH:

WHEREAS, the COUNTY is in need of a just, efficient and economical system for providing attorneys, at taxpayers' expense, to defend those individuals who are charged with felony criminal offenses, and who cannot afford to retain private counsel due to indigence; and

WHEREAS, the system which appears to offer the most satisfactory fulfillment of that need is that of a contract between the COUNTY, the COURT, and one or more ATTORNEY/S to provide said services as may be needed; and

WHEREAS, the ATTORNEY/S have represented that they are ready, willing and able to provide said legal services on a contractual basis.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

- 1. The effective term of this **AGREEMENT** shall be from January 1, 2013, through December 31, 2015; thereafter, if mutually agreeable, the contract can be extended on an annual basis for two additional one year terms but may not exceed five years total.
- 2. The ATTORNEY/S agree to provide legal defense services for those felony defendants determined to be indigent and for whom the ATTORNEY/S have been appointed and appeared, including final disposition thereof in any court having jurisdiction in the County of Calhoun, giving priority within their offices to said legal services, for up to the total amount of 600 such appointments for an attorney group or association, not to exceed 200 appointments to each individual attorney, per year of indigent felony cases, circuit court probation violations, certain criminal matter witness representations designated by law and felony-derived or investigatory lineups cognizable by the 37th Judicial Circuit Court.
- 3. The ATTORNEY/S shall represent, when appointed, only those defendants/respondents who are in fact eligible for court appointed counsel at public expense pursuant to the standards of Michigan law. In the event an ATTORNEY feels that an individual for whom he/she has been appointed is not or is no longer entitled to such representation under the law, the ATTORNEY shall bring the matter to the attention of the Circuit Court Administrator, in writing, for the further determination of the COURT. However, nothing set forth herein shall supersede the attorney-client privilege.
 - 4. Representation of indigent defendants shall include the responsibilities set forth in Michigan

Court Rule 6.005(H); the Michigan Rules of Professional Conduct, and the Michigan Court Rules. The responsibility of the **ATTORNEY/S** shall not extend to post conviction appeals.

- 5. The ATTORNEY/S eligible to receive appointments under the terms of this AGREEMENT, and their current competence classifications consist of:
 - {a} Justin D. McCarthy, Level "B"
 - {b} Lesley S. Kranenberg, Level "B"
 - {c} Karen M. Kelley, Level "B"
 - (d) Eusebio Solis, Level "B"
- 6. This AGREEMENT shall not cover the costs of transcripts, witness fees, mileage fees for witnesses, costs of service of process, of polygraph tests, psychiatric examinations for defendants, expert witness fees, or the same kinds of out-of-pocket costs, which shall be paid by the COUNTY separate and apart from this AGREEMENT, upon motion for and approval by the COURT.
- 7. In any case in which representing more than one defendant would create a conflict of interest, or when the interests of one defendant would create a conflict of interest, or when the interests of one defendant would create a conflict of interest with another indigent defendant, or when the interests of one defendant so conflict with the interests of other defendants that prejudice could result from joint representation, the **COURT** may make the appointment from another contracted firm, group or **ATTORNEY** for legal services in the representation of indigent defendants in felony actions cognizable by the 37th Judicial Circuit Court. If at any time the contracted **ATTORNEY**/S cannot represent an indigent defendant because of a conflict of interest, the **COURT** shall appoint other counsel and the **COUNTY** shall pay for said legal services so furnished.
- 8. The ATTORNEY/S shall maintain a fully functional law office within Calhoun County, Michigan at the expense of the ATTORNEY/S and shall maintain their primary practice of law at said office. The ATTORNEY/S agree to provide adequate personnel, such as secretaries or clerks, to staff said office.
- 9. The ATTORNEY/S agree to maintain adequate professional liability insurance, hold harmless and indemnify the COUNTY, the COURT, and the CALHOUN COUNTY BOARD OF COMMISSIONERS, the JUDGES, and their agents, officers, and employees from any and all liability arising out of the ATTORNEY/S' acts or omissions arising under the terms of this AGREEMENT. The ATTORNEY/S shall not be liable for any claims, demands, damages, costs, expenses or attorney fees arising out of an act or omission on the part of the COUNTY and the COURT, it officers, agents, servants, and employees. In addition, the ATTORNEY/S shall at all times during this AGREEMENT maintain professional liability insurance at a minimum of \$300,000.00 for each occurrence/\$100,000.00 for each individual, with companies licensed to conduct business in the State of Michigan. Attorneys who are awarded appointments will be required to provide proof of said insurance to the COUNTY and the COURT by January 1, 2013. Attorneys will be required to maintain required levels of insurance throughout the term of the contract and to notify the COUNTY and the COURT of any changes in insurance coverage.

10. Except as otherwise noted herein, for the performance of the legal services described herein, each of the ATTORNEY/S shall receive from the COUNTY the amount of four hundred and eighty five dollars (\$485) per appointment except as may be otherwise specified herein.

For the option years four and five, the Contractor or the County shall be entitled to request an annual price adjustment of the foregoing per appointment rates. The request for price adjustment by the Contractor shall be submitted to the County Court within thirty (30) days before the contract anniversary date of each year, beginning with the end of the third year of the contract term. The price adjustment shall be based upon the lower of 3% or the percentage change in the all item component for urban consumers of the Consumers Price Index for the Midwest Region, as published by the Department of Labor, Bureau of Labor Statistics.

Notwithstanding the foregoing amount, if retained or other appointed counsel substitutes for appointed counsel prior to or at preliminary examination or the preexamination conference, then the amount is \$50 per appointment. Further, if the appointment is to attend an investigatory line up or to represent a criminal witness, then the amount is \$300 per appointment.

Per Diem Trial Time (if in excess of four [4] hours of court session time in any compensable day: Four Hundred (\$400) dollars.*

Per Diem Trial Time (if four [4] hours or less of court session time in any compensable day: Two Hundred (\$200) Dollars.*

*Denotes that a per diem amount of \$400 for each day of trial in excess of four (4) hours of court session time, and \$200 for four hours or less of court session time, is to be paid in any appointed felony case which extends beyond two compensable full days. Cases extending to the third full day of trial will be paid retroactively to and including the first day of trial.

An appointment shall count as one appointment for compensation purposes for all multiple cases involving the same defendant and arising from the same transaction if the same ATTORNEY is appointed.

In the event an action is dismissed without prejudice at any stage of court proceedings within the scope of legal representation set forth in Paragraph 4 hereof, and is subsequently, during the term of this AGREEMENT, reissued or filed again, and the same ATTORNEY is again appointed, said reappointment shall not constitute a new or additional appointment for compensation purposes. If an ATTORNEY other than the originally appointed ATTORNEY is subsequently appointed to a reissued case, then that appointment shall constitute a new appointment for compensation purposes.

The COUNTY shall make payments to the ATTORNEY/S by the 15th day of each month in monthly installments equal to 70% of 1/12th of the estimated number of appointments that the ATTORNEY/S have been approved for in response to their proposal request, the monthly amount thus computing to \$9,336.25. Additional payments for trial time and other reimbursable expenses as provided herein, shall be made as completed and billed to the COURT by the ATTORNEY/S. The COURT will perform quarterly reconciliations and submit them to the COUNTY by the fifteenth (15th) day of the month

following the end of each quarter. The **COUNTY** will then make adjustments up or down according to the number of appointments made during that period. Said payments shall be forwarded to the **ATTORNEY/S** at the business address previously provided.

- 11. It is understood by the parties hereto that other ATTORNEY/S have entered into an AGREEMENT with the COUNTY and the COURT, with each ATTORNEY agreeing to undertake a certain number of appointments and to provide legal defense services for indigent defendants charged with criminal offenses and containing the same provisions as set forth in this AGREEMENT.
- 12. The COURT may assign appointments to each ATTORNEY contracting with the COURT and COUNTY for indigent criminal defense in an approximately equal number and on a rotating basis within the competence classification of each ATTORNEY. If applicable, ATTORNEY/S under this AGREEMENT who are solo practitioners may be assigned the number of cases they have proposed to the COUNTY and which the COUNTY has accepted, provided they file a joint appearance with another qualified ATTORNEY and/or establish a law firm or submit a letter of arrangement subject to the prior approval of the COURT to assure the COURT reasonable coverage of assignments. The COURT may require, pursuant to Court Rule, that replacement of the assigned ATTORNEY, permanently or temporarily, requires prior approval of the assigned Judge.
- 13. This AGREEMENT may be terminated by the COUNTY, the COURT, or the ATTORNEY/S in the event the State of Michigan should preempt or modify the system for criminal case indigent defense; or, after notice, hearing, and finding by the Chief Judge of good cause, for failure of the ATTORNEY/S to comply with the Policy/Procedures Directive of the 37th Judicial Circuit Court dated January 1, 2010 (Directive Attached), the Michigan Rules of Professional Conduct, and the Michigan Court Rules; or if the COUNTY or the ATTORNEY/S fail to perform in a substantial manner the obligations specified in this AGREEMENT, as determined by the COURT. In the event of termination of the AGREEMENT, unless otherwise provided hereunder or directed by the COURT, the ATTORNEY/S appointed in each case still pending at that time shall continue with their obligations to represent the defendant/respondent as if this AGREEMENT were still in effect.
- 14. Each ATTORNEY shall have the right to subcontract or to hire other attorneys qualified to handle felony and other assigned appointments pursuant to the terms of this AGREEMENT at no additional cost to the COUNTY and with the prior written approval of the COURT and COUNTY. In all cases, however, the original ATTORNEY shall assume responsibility for all services offered. Further, the COUNTY and the COURT shall consider the original ATTORNEY to be the sole point of contact with regard to assigned cases, including payment of any and all amounts resulting from said AGREEMENT. If any part of these services is to be subcontracted, the original ATTORNEY shall provide a complete description of the work subcontracted and descriptive information about the subcontractor's organization and capabilities. The original ATTORNEY shall be completely responsible for adherence by the subcontractor to all provisions of this AGREEMENT. Subcontractors must comply with the terms of this AGREEMENT, including the requirements of the Court Policy/Procedures Directive dated January1, 2010 (Directive Attached), the Michigan Rules of Professional Conduct and the Michigan Court Rules. All subcontracting ATTORNEY/S and ATTORNEY/S participating in a group or association of attorneys will be expected to sign a contract.

15. Attomey(s) receiving appointments under this contract agree to participate, and will have the appropriate equipment to participate, in all provisions of the Michigan Court Rules concerning electronic processing of pleadings, of discovery and of any other exchange of information which are presently in effect or which take effect during the life of this contract.

Attorney(s) shall receive, at the option of the court, all court issued notices and documents in cases for which appointed under this agreement via email or other electronic means and shall keep the Court Administrator advised of their current email address to which such notices and/or documents may be sent.

Should the Michigan Supreme Court adopt rules permitting or requiring "e-filing" generally during the term of the agreements the parties will meet to discuss and resolve implementation matters related thereto.

16. Unless otherwise modified herein, the terms and conditions contained in RFQ # 112-12, Attorney's Response to RFQ # 112-12, are incorporated as part of this **AGREEMENT**. In the event of conflict, the documents shall prevail in the following order: This **AGREEMENT**, RFQ # 112-12, Attorney's Response to RFQ # 112-12.

17. Notices and communications required pursuant to the terms of this AGREEMENT shall be addressed as follows: for the COUNTY, to the Calhoun County Administrator/Controller, County Building, 315 West Green Street, Marshall, MI 49068; for the COURT, to the Circuit Court Administrator, 161 East Michigan Avenue, Battle Creek, MI 49014-4066; for the ATTORNEY/S, to West Michigan Defense Group, 77 East Michigan Avenue, Suite 50, Battle Creek, MI 49017.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing AGREEMENT on the date and year first above written.

COURTS/COUNTY OF CALHOUN

ATTORNEY/S

INDIGENT DEFENSE AGREEMENT

THIS AGREEMENT, made this 21st day of December, 2012, by and between the COUNTY OF CALHOUN, hereinafter referred to as the COUNTY, and the 37th JUDICIAL CIRCUIT COURT OF MICHIGAN, hereinafter referred to as the COURT, and INDIGENT DEFENSE CONTRACTOR Eusebio Solis, hereinafter referred to as the ATTORNEY/S:

WITNESSETH:

WHEREAS, the COUNTY is in need of a just, efficient and economical system for providing attorneys, at taxpayers' expense, to defend those individuals who are charged with felony criminal offenses, and who cannot afford to retain private counsel due to indigence; and

WHEREAS, the system which appears to offer the most satisfactory fulfillment of that need is that of a contract between the COUNTY, the COURT, and one or more ATTORNEY/S to provide said services as may be needed; and

WHEREAS, the ATTORNEY/S have represented that they are ready, willing and able to provide said legal services on a contractual basis.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

- 1. The effective term of this **AGREEMENT** shall be from January 1, 2013, through December 31, 2015; thereafter, if mutually agreeable, the contract can be extended on an annual basis for two additional one year terms but may not exceed five years total.
- 2. The ATTORNEY/S agree to provide legal defense services for those felony defendants determined to be indigent and for whom the ATTORNEY/S have been appointed and appeared, including final disposition thereof in any court having jurisdiction in the County of Calhoun, giving priority within their offices to said legal services, for up to the total amount of 600 such appointments for an attorney group or association, not to exceed 200 appointments to each individual attorney, per year of indigent felony cases, circuit court probation violations, certain criminal matter witness representations designated by law and felony-derived or investigatory lineups cognizable by the 37th Judicial Circuit Court.
- 3. The ATTORNEY/S shall represent, when appointed, only those defendants/respondents who are in fact eligible for court appointed counsel at public expense pursuant to the standards of Michigan law. In the event an ATTORNEY feels that an individual for whom he/she has been appointed is not or is no longer entitled to such representation under the law, the ATTORNEY shall bring the matter to the attention of the Circuit Court Administrator, in writing, for the further determination of the COURT. However, nothing set forth herein shall supersede the attorney-client privilege.
 - 4. Representation of indigent defendants shall include the responsibilities set forth in Michigan

Court Rule 6.005(H); the Michigan Rules of Professional Conduct, and the Michigan Court Rules. The responsibility of the ATTORNEY/S shall not extend to post conviction appeals.

- 5. The ATTORNEY/S eligible to receive appointments under the terms of this AGREEMENT, and their current competence classifications consist of:
 - {a} Eusebio Solis, Level "B"
 - {b}
 - {c}
 - {d}
- 6. This **AGREEMENT** shall not cover the costs of transcripts, witness fees, mileage fees for witnesses, costs of service of process, of polygraph tests, psychiatric examinations for defendants, expert witness fees, or the same kinds of out-of-pocket costs, which shall be paid by the **COUNTY** separate and apart from this **AGREEMENT**, upon motion for and approval by the **COURT**.
- 7. In any case in which representing more than one defendant would create a conflict of interest, or when the interests of one defendant would create a conflict of interest, or when the interests of one defendant would create a conflict of interest with another indigent defendant, or when the interests of one defendant so conflict with the interests of other defendants that prejudice could result from joint representation, the COURT may make the appointment from another contracted firm, group or ATTORNEY for legal services in the representation of indigent defendants in felony actions cognizable by the 37th Judicial Circuit Court. If at any time the contracted ATTORNEY/S cannot represent an indigent defendant because of a conflict of interest, the COURT shall appoint other counsel and the COUNTY shall pay for said legal services so furnished.
- 8. The ATTORNEY/S shall maintain a fully functional law office within Calhoun County, Michigan at the expense of the ATTORNEY/S and shall maintain their primary practice of law at said office. The ATTORNEY/S agree to provide adequate personnel, such as secretaries or clerks, to staff said office.
- 9. The ATTORNEY/S agree to maintain adequate professional liability insurance, hold harmless and indemnify the COUNTY, the COURT, and the CALHOUN COUNTY BOARD OF COMMISSIONERS, the JUDGES, and their agents, officers, and employees from any and all liability arising out of the ATTORNEY/S' acts or omissions arising under the terms of this AGREEMENT. The ATTORNEY/S shall not be liable for any claims, demands, damages, costs, expenses or attorney fees arising out of an act or omission on the part of the COUNTY and the COURT, it officers, agents, servants, and employees. In addition, the ATTORNEY/S shall at all times during this AGREEMENT maintain professional liability insurance at a minimum of \$300,000.00 for each occurrence/\$100,000.00 for each individual, with companies licensed to conduct business in the State of Michigan. Attorneys who are awarded appointments will be required to provide proof of said insurance to the COUNTY and the COURT by January 1, 2013. Attorneys will be required to maintain required levels of insurance throughout the term of the contract and to notify the COUNTY and the COURT of any changes in insurance coverage.

10. Except as otherwise noted herein, for the performance of the legal services described herein, each of the ATTORNEY/S shall receive from the COUNTY the amount of four hundred and eighty five dollars (\$485) per appointment except as may be otherwise specified herein.

For the option years four and five, the Contractor or the County shall be entitled to request an annual price adjustment of the foregoing per appointment rates. The request for price adjustment by the Contractor shall be submitted to the County Court within thirty (30) days before the contract anniversary date of each year, beginning with the end of the third year of the contract term. The price adjustment shall be based upon the lower of 3% or the percentage change in the all item component for urban consumers of the Consumers Price Index for the Midwest Region, as published by the Department of Labor, Bureau of Labor Statistics.

Notwithstanding the foregoing amount, if retained or other appointed counsel substitutes for appointed counsel prior to or at preliminary examination or the preexamination conference, then the amount is \$50 per appointment. Further, if the appointment is to attend an investigatory line up or to represent a criminal witness, then the amount is \$300 per appointment.

Per Diem Trial Time (if in excess of four [4] hours of court session time in any compensable day: Four Hundred (\$400) dollars.*

Per Diem Trial Time (if four [4] hours or less of court session time in any compensable day: Two Hundred (\$200) Dollars.*

*Denotes that a per diem amount of \$400 for each day of trial in excess of four (4) hours of court session time, and \$200 for four hours or less of court session time, is to be paid in any appointed felony case which extends beyond two compensable full days. Cases extending to the third full day of trial will be paid retroactively to and including the first day of trial.

An appointment shall count as one appointment for compensation purposes for all multiple cases involving the same defendant and arising from the same transaction if the same ATTORNEY is appointed.

In the event an action is dismissed without prejudice at any stage of court proceedings within the scope of legal representation set forth in Paragraph 4 hereof, and is subsequently, during the term of this AGREEMENT, reissued or filed again, and the same ATTORNEY is again appointed, said reappointment shall not constitute a new or additional appointment for compensation purposes. If an ATTORNEY other than the originally appointed ATTORNEY is subsequently appointed to a reissued case, then that appointment shall constitute a new appointment for compensation purposes.

The COUNTY shall make payments to the ATTORNEY/S by the 15th day of each month in monthly installments equal to 70% of 1/12th of the estimated number of appointments that the ATTORNEY/S have been approved for in response to their proposal request, the monthly amount thus computing to \$3112.08. Additional payments for trial time and other reimbursable expenses as provided herein, shall be made as completed and billed to the COURT by the ATTORNEY/S. The COURT will perform quarterly reconciliations and submit them to the COUNTY by the fifteenth (15th) day of the month

following the end of each quarter. The **COUNTY** will then make adjustments up or down according to the number of appointments made during that period. Said payments shall be forwarded to the **ATTORNEY/S** at the business address previously provided.

- 11. It is understood by the parties hereto that other ATTORNEY/S have entered into an AGREEMENT with the COUNTY and the COURT, with each ATTORNEY agreeing to undertake a certain number of appointments and to provide legal defense services for indigent defendants charged with criminal offenses and containing the same provisions as set forth in this AGREEMENT.
- 12. The COURT may assign appointments to each ATTORNEY contracting with the COURT and COUNTY for indigent criminal defense in an approximately equal number and on a rotating basis within the competence classification of each ATTORNEY. If applicable, ATTORNEY/S under this AGREEMENT who are solo practitioners may be assigned the number of cases they have proposed to the COUNTY and which the COUNTY has accepted, provided they file a joint appearance with another qualified ATTORNEY and/or establish a law firm or submit a letter of arrangement subject to the prior approval of the COURT to assure the COURT reasonable coverage of assignments. The COURT may require, pursuant to Court Rule, that replacement of the assigned ATTORNEY, permanently or temporarily, requires prior approval of the assigned Judge.
- 13. This AGREEMENT may be terminated by the COUNTY, the COURT, or the ATTORNEY/S in the event the State of Michigan should preempt or modify the system for criminal case indigent defense; or, after notice, hearing, and finding by the Chief Judge of good cause, for failure of the ATTORNEY/S to comply with the Policy/Procedures Directive of the 37th Judicial Circuit Court dated January 1, 2010 (Directive Attached), the Michigan Rules of Professional Conduct, and the Michigan Court Rules; or if the COUNTY or the ATTORNEY/S fail to perform in a substantial manner the obligations specified in this AGREEMENT, as determined by the COURT. In the event of termination of the AGREEMENT, unless otherwise provided hereunder or directed by the COURT, the ATTORNEY/S appointed in each case still pending at that time shall continue with their obligations to represent the defendant/respondent as if this AGREEMENT were still in effect.
- 14. Each ATTORNEY shall have the right to subcontract or to hire other attorneys qualified to handle felony and other assigned appointments pursuant to the terms of this AGREEMENT at no additional cost to the COUNTY and with the prior written approval of the COURT and COUNTY. In all cases, however, the original ATTORNEY shall assume responsibility for all services offered. Further, the COUNTY and the COURT shall consider the original ATTORNEY to be the sole point of contact with regard to assigned cases, including payment of any and all amounts resulting from said AGREEMENT. If any part of these services is to be subcontracted, the original ATTORNEY shall provide a complete description of the work subcontracted and descriptive information about the subcontractor's organization and capabilities. The original ATTORNEY shall be completely responsible for adherence by the subcontractor to all provisions of this AGREEMENT. Subcontractors must comply with the terms of this AGREEMENT, including the requirements of the Court Policy/Procedures Directive dated January1, 2010 (Directive Attached), the Michigan Rules of Professional Conduct and the Michigan Court Rules. All subcontracting ATTORNEY/S and ATTORNEY/S participating in a group or association of attorneys will be expected to sign a contract.

15. Attorney(s) receiving appointments under this contract agree to participate, and will have the appropriate equipment to participate, in all provisions of the Michigan Court Rules concerning electronic processing of pleadings, of discovery and of any other exchange of information which are presently in effect or which take effect during the life of this contract.

Attorney(s) shall receive, at the option of the court, all court issued notices and documents in cases for which appointed under this agreement via email or other electronic means and shall keep the Court Administrator advised of their current email address to which such notices and/or documents may be sent.

Should the Michigan Supreme Court adopt rules permitting or requiring "e-filing" generally during the term of the agreements the parties will meet to discuss and resolve implementation matters related thereto.

- 16. Unless otherwise modified herein, the terms and conditions contained in RFQ # 112-12, Attorney's Response to RFQ # 112-12, are incorporated as part of this AGREEMENT. In the event of conflict, the documents shall prevail in the following order: This AGREEMENT, RFQ # 112-12, Attorney's Response to RFQ # 112-12.
- 17. Notices and communications required pursuant to the terms of this AGREEMENT shall be addressed as follows: for the COUNTY, to the Calhoun County Administrator/Controller, County Building, 315 West Green Street, Marshall, MI 49068; for the COURT, to the Circuit Court Administrator, 161 East Michigan Avenue, Battle Creek, MI 49014-4066; for the ATTORNEY/S, to Eusebio Solis, Attorney at Law, 77 E. Michigan Avenue, Suite 50, Battle Creek, MI 49017.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing AGREEMENT on the date and year first above written.

COURTS/COUNTY OF CALHOUN

ATTORNEY/S

INDIGENT DEFENSE AGREEMENT

THIS AGREEMENT, made this 21st day of December, 2012, by and between the COUNTY OF CALHOUN, hereinafter referred to as the COUNTY, and the 37th JUDICIAL CIRCUIT COURT OF MICHIGAN, hereinafter referred to as the COURT, and INDIGENT DEFENSE CONTRACTOR Ron Pichlik, hereinafter referred to as the ATTORNEY/S:

WITNESSETH:

WHEREAS, the COUNTY is in need of a just, efficient and economical system for providing attorneys, at taxpayers' expense, to defend those individuals who are charged with felony criminal offenses, and who cannot afford to retain private counsel due to indigence; and

WHEREAS, the system which appears to offer the most satisfactory fulfillment of that need is that of a contract between the COUNTY, the COURT, and one or more ATTORNEY/S to provide said services as may be needed; and

WHEREAS, the ATTORNEY/S have represented that they are ready, willing and able to provide said legal services on a contractual basis.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

- 1. The effective term of this **AGREEMENT** shall be from January 1, 2013, through December 31, 2015; thereafter, if mutually agreeable, the contract can be extended on an annual basis for two additional one year terms but may not exceed five years total.
- 2. The ATTORNEY/S agree to provide legal defense services for those felony defendants determined to be indigent and for whom the ATTORNEY/S have been appointed and appeared, including final disposition thereof in any court having jurisdiction in the County of Calhoun, giving priority within their offices to said legal services, for up to the total amount of 600 such appointments for an attorney group or association, not to exceed 200 appointments to each individual attorney, per year of indigent felony cases, circuit court probation violations, certain criminal matter witness representations designated by law and felony-derived or investigatory lineups cognizable by the 37th Judicial Circuit Court.
- 3. The ATTORNEY/S shall represent, when appointed, only those defendants/respondents who are in fact eligible for court appointed counsel at public expense pursuant to the standards of Michigan law. In the event an ATTORNEY feels that an individual for whom he/she has been appointed is not or is no longer entitled to such representation under the law, the ATTORNEY shall bring the matter to the attention of the Circuit Court Administrator, in writing, for the further determination of the COURT. However, nothing set forth herein shall supersede the attorney-client privilege.
 - 4. Representation of indigent defendants shall include the responsibilities set forth in Michigan

Court Rule 6.005(H); the Michigan Rules of Professional Conduct, and the Michigan Court Rules. The responsibility of the **ATTORNEY/S** shall not extend to post conviction appeals.

- 5. The ATTORNEY/S eligible to receive appointments under the terms of this AGREEMENT, and their current competence classifications consist of:
 - {a} Ron Pichlik, Level "B"
 - {b}
 - {c}
 - {d}
- 6. This AGREEMENT shall not cover the costs of transcripts, witness fees, mileage fees for witnesses, costs of service of process, of polygraph tests, psychiatric examinations for defendants, expert witness fees, or the same kinds of out-of-pocket costs, which shall be paid by the COUNTY separate and apart from this AGREEMENT, upon motion for and approval by the COURT.
- 7. In any case in which representing more than one defendant would create a conflict of interest, or when the interests of one defendant would create a conflict of interest, or when the interests of one defendant would create a conflict of interest with another indigent defendant, or when the interests of one defendant so conflict with the interests of other defendants that prejudice could result from joint representation, the COURT may make the appointment from another contracted firm, group or ATTORNEY for legal services in the representation of indigent defendants in felony actions cognizable by the 37th Judicial Circuit Court. If at any time the contracted ATTORNEY/S cannot represent an indigent defendant because of a conflict of interest, the COURT shall appoint other counsel and the COUNTY shall pay for said legal services so furnished.
- 8. The ATTORNEY/S shall maintain a fully functional law office within Calhoun County, Michigan at the expense of the ATTORNEY/S and shall maintain their primary practice of law at said office. The ATTORNEY/S agree to provide adequate personnel, such as secretaries or clerks, to staff said office.
- 9. The ATTORNEY/S agree to maintain adequate professional liability insurance, hold harmless and indemnify the COUNTY, the COURT, and the CALHOUN COUNTY BOARD OF COMMISSIONERS, the JUDGES, and their agents, officers, and employees from any and all liability arising out of the ATTORNEY/S' acts or omissions arising under the terms of this AGREEMENT. The ATTORNEY/S shall not be liable for any claims, demands, damages, costs, expenses or attorney fees arising out of an act or omission on the part of the COUNTY and the COURT, it officers, agents, servants, and employees. In addition, the ATTORNEY/S shall at all times during this AGREEMENT maintain professional liability insurance at a minimum of \$300,000.00 for each occurrence/\$100,000.00 for each individual, with companies licensed to conduct business in the State of Michigan. Attorneys who are awarded appointments will be required to provide proof of said insurance to the COUNTY and the COURT by January 1, 2013. Attorneys will be required to maintain required levels of insurance throughout the term of the contract and to notify the COUNTY and the COURT of any changes in insurance coverage.

10. Except as otherwise noted herein, for the performance of the legal services described herein, each of the ATTORNEY/S shall receive from the COUNTY the amount of four hundred and eighty five dollars (\$485) per appointment except as may be otherwise specified herein.

For the option years four and five, the Contractor or the County shall be entitled to request an annual price adjustment of the foregoing per appointment rates. The request for price adjustment by the Contractor shall be submitted to the County Court within thirty (30) days before the contract anniversary date of each year, beginning with the end of the third year of the contract term. The price adjustment shall be based upon the lower of 3% or the percentage change in the all item component for urban consumers of the Consumers Price Index for the Midwest Region, as published by the Department of Labor, Bureau of Labor Statistics.

Notwithstanding the foregoing amount, if retained or other appointed counsel substitutes for appointed counsel prior to or at preliminary examination or the preexamination conference, then the amount is \$50 per appointment. Further, if the appointment is to attend an investigatory line up or to represent a criminal witness, then the amount is \$300 per appointment.

Per Diem Trial Time (if in excess of four [4] hours of court session time in any compensable day: Four Hundred (\$400) dollars.*

Per Diem Trial Time (if four [4] hours or less of court session time in any compensable day: Two Hundred (\$200) Dollars.*

*Denotes that a per diem amount of \$400 for each day of trial in excess of four (4) hours of court session time, and \$200 for four hours or less of court session time, is to be paid in any appointed felony case which extends beyond two compensable full days. Cases extending to the third full day of trial will be paid retroactively to and including the first day of trial.

An appointment shall count as one appointment for compensation purposes for all multiple cases involving the same defendant and arising from the same transaction if the same ATTORNEY is appointed.

In the event an action is dismissed without prejudice at any stage of court proceedings within the scope of legal representation set forth in Paragraph 4 hereof, and is subsequently, during the term of this AGREEMENT, reissued or filed again, and the same ATTORNEY is again appointed, said reappointment shall not constitute a new or additional appointment for compensation purposes. If an ATTORNEY other than the originally appointed ATTORNEY is subsequently appointed to a reissued case, then that appointment shall constitute a new appointment for compensation purposes.

The COUNTY shall make payments to the ATTORNEY/S by the 15th day of each month in monthly installments equal to 70% of 1/12th of the estimated number of appointments that the ATTORNEY/S have been approved for in response to their proposal request, the monthly amount thus computing to \$3112.08. Additional payments for trial time and other reimbursable expenses as provided herein, shall be made as completed and billed to the COURT by the ATTORNEY/S. The COURT will perform quarterly reconciliations and submit them to the COUNTY by the fifteenth (15th) day of the month

following the end of each quarter. The **COUNTY** will then make adjustments up or down according to the number of appointments made during that period. Said payments shall be forwarded to the **ATTORNEY/S** at the business address previously provided.

- 11. It is understood by the parties hereto that other ATTORNEY/S have entered into an AGREEMENT with the COUNTY and the COURT, with each ATTORNEY agreeing to undertake a certain number of appointments and to provide legal defense services for indigent defendants charged with criminal offenses and containing the same provisions as set forth in this AGREEMENT.
- 12. The COURT may assign appointments to each ATTORNEY contracting with the COURT and COUNTY for indigent criminal defense in an approximately equal number and on a rotating basis within the competence classification of each ATTORNEY. If applicable, ATTORNEY/S under this AGREEMENT who are solo practitioners may be assigned the number of cases they have proposed to the COUNTY and which the COUNTY has accepted, provided they file a joint appearance with another qualified ATTORNEY and/or establish a law firm or submit a letter of arrangement subject to the prior approval of the COURT to assure the COURT reasonable coverage of assignments. The COURT may require, pursuant to Court Rule, that replacement of the assigned ATTORNEY, permanently or temporarily, requires prior approval of the assigned Judge.
- 13. This AGREEMENT may be terminated by the COUNTY, the COURT, or the ATTORNEY/S in the event the State of Michigan should preempt or modify the system for criminal case indigent defense; or, after notice, hearing, and finding by the Chief Judge of good cause, for failure of the ATTORNEY/S to comply with the Policy/Procedures Directive of the 37th Judicial Circuit Court dated January 1, 2010 (Directive Attached), the Michigan Rules of Professional Conduct, and the Michigan Court Rules; or if the COUNTY or the ATTORNEY/S fail to perform in a substantial manner the obligations specified in this AGREEMENT, as determined by the COURT. In the event of termination of the AGREEMENT, unless otherwise provided hereunder or directed by the COURT, the ATTORNEY/S appointed in each case still pending at that time shall continue with their obligations to represent the defendant/respondent as if this AGREEMENT were still in effect.
- 14. Each ATTORNEY shall have the right to subcontract or to hire other attorneys qualified to handle felony and other assigned appointments pursuant to the terms of this AGREEMENT at no additional cost to the COUNTY and with the prior written approval of the COURT and COUNTY. In all cases, however, the original ATTORNEY shall assume responsibility for all services offered. Further, the COUNTY and the COURT shall consider the original ATTORNEY to be the sole point of contact with regard to assigned cases, including payment of any and all amounts resulting from said AGREEMENT. If any part of these services is to be subcontracted, the original ATTORNEY shall provide a complete description of the work subcontracted and descriptive information about the subcontractor's organization and capabilities. The original ATTORNEY shall be completely responsible for adherence by the subcontractor to all provisions of this AGREEMENT. Subcontractors must comply with the terms of this AGREEMENT, including the requirements of the Court Policy/Procedures Directive dated January1, 2010 (Directive Attached), the Michigan Rules of Professional Conduct and the Michigan Court Rules. All subcontracting ATTORNEY/S and ATTORNEY/S participating in a group or association of attorneys will be expected to sign a contract.

15. Attorney(s) receiving appointments under this contract agree to participate, and will have the appropriate equipment to participate, in all provisions of the Michigan Court Rules concerning electronic processing of pleadings, of discovery and of any other exchange of information which are presently in effect or which take effect during the life of this contract.

Attorney(s) shall receive, at the option of the court, all court issued notices and documents in cases for which appointed under this agreement via email or other electronic means and shall keep the Court Administrator advised of their current email address to which such notices and/or documents may be sent.

Should the Michigan Supreme Court adopt rules permitting or requiring "e-filing" generally during the term of the agreements the parties will meet to discuss and resolve implementation matters related thereto.

16. Unless otherwise modified herein, the terms and conditions contained in RFQ # 112-12, Attorney's Response to RFQ # 112-12, are incorporated as part of this AGREEMENT. In the event of conflict, the documents shall prevail in the following order: This AGREEMENT, RFQ # 112-12, Attorney's Response to RFQ # 112-12.

17. Notices and communications required pursuant to the terms of this AGREEMENT shall be addressed as follows: for the COUNTY, to the Calhoun County Administrator/Controller, County Building, 315 West Green Street, Marshall, MI 49068; for the COURT, to the Circuit Court Administrator, 161 East Michigan Avenue, Battle Creek, MI 49014-4066; for the ATTORNEY/S, to Ronald S. Pichlik, Attorney at Law, 211 East Michigan Avenue, Battle Creek, MI 49014.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing AGREEMENT on the date and year first above written.

COURTS/COUNTY OF CALHOUN

ATTORNEY/S

12/10/12

INDIGENT DEFENSE AGREEMENT

THIS AGREEMENT, made this 21st day of December, 2012, by and between the COUNTY OF CALHOUN, hereinafter referred to as the COUNTY, and the 37th JUDICIAL CIRCUIT COURT OF MICHIGAN, hereinafter referred to as the COURT, and INDIGENT DEFENSE CONTRACTOR Susan K. Mladenoff, hereinafter referred to as the ATTORNEY/S:

WITNESSETH:

WHEREAS, the COUNTY is in need of a just, efficient and economical system for providing attorneys, at taxpayers' expense, to defend those individuals who are charged with felony criminal offenses, and who cannot afford to retain private counsel due to indigence; and

WHEREAS, the system which appears to offer the most satisfactory fulfillment of that need is that of a contract between the COUNTY, the COURT, and one or more ATTORNEY/S to provide said services as may be needed; and

WHEREAS, the ATTORNEY/S have represented that they are ready, willing and able to provide said legal services on a contractual basis.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

- 1. The effective term of this **AGREEMENT** shall be from January 1, 2013, through December 31, 2015; thereafter, if mutually agreeable, the contract can be extended on an annual basis for two additional one year terms but may not exceed five years total.
- 2. The ATTORNEY/S agree to provide legal defense services for those felony defendants determined to be indigent and for whom the ATTORNEY/S have been appointed and appeared, including final disposition thereof in any court having jurisdiction in the County of Calhoun, giving priority within their offices to said legal services, for up to the total amount of 600 such appointments for an attorney group or association, not to exceed 200 appointments to each individual attorney, per year of indigent felony cases, circuit court probation violations, certain criminal matter witness representations designated by law and felony-derived or investigatory lineups cognizable by the 37th Judicial Circuit Court.
- 3. The ATTORNEY/S shall represent, when appointed, only those defendants/respondents who are in fact eligible for court appointed counsel at public expense pursuant to the standards of Michigan law. In the event an ATTORNEY feels that an individual for whom he/she has been appointed is not or is no longer entitled to such representation under the law, the ATTORNEY shall bring the matter to the attention of the Circuit Court Administrator, in writing, for the further determination of the COURT. However, nothing set forth herein shall supersede the attorney-client privilege.
 - 4. Representation of indigent defendants shall include the responsibilities set forth in Michigan

Court Rule 6.005(H); the Michigan Rules of Professional Conduct, and the Michigan Court Rules. The responsibility of the ATTORNEY/S shall not extend to post conviction appeals.

- 5. The ATTORNEY/S eligible to receive appointments under the terms of this AGREEMENT, and their current competence classifications consist of:
 - {a} Susan K. Mladenoff, Level "B"
 - {b}
 - {c}
 - {d}
- 6. This **AGREEMENT** shall not cover the costs of transcripts, witness fees, mileage fees for witnesses, costs of service of process, of polygraph tests, psychiatric examinations for defendants, expert witness fees, or the same kinds of out-of-pocket costs, which shall be paid by the **COUNTY** separate and apart from this **AGREEMENT**, upon motion for and approval by the **COURT**.
- 7. In any case in which representing more than one defendant would create a conflict of interest, or when the interests of one defendant would create a conflict of interest with another indigent defendant, or when the interests of one defendant would create a conflict of interest with another indigent defendant, or when the interests of one defendant so conflict with the interests of other defendants that prejudice could result from joint representation, the COURT may make the appointment from another contracted firm, group or ATTORNEY for legal services in the representation of indigent defendants in felony actions cognizable by the 37th Judicial Circuit Court. If at any time the contracted ATTORNEY/S cannot represent an indigent defendant because of a conflict of interest, the COURT shall appoint other counsel and the COUNTY shall pay for said legal services so furnished.
- 8. The ATTORNEY/S shall maintain a fully functional law office within Calhoun County, Michigan at the expense of the ATTORNEY/S and shall maintain their primary practice of law at said office. The ATTORNEY/S agree to provide adequate personnel, such as secretaries or clerks, to staff said office.
- 9. The ATTORNEY/S agree to maintain adequate professional liability insurance, hold harmless and indemnify the COUNTY, the COURT, and the CALHOUN COUNTY BOARD OF COMMISSIONERS, the JUDGES, and their agents, officers, and employees from any and all liability arising out of the ATTORNEY/S' acts or omissions arising under the terms of this AGREEMENT. The ATTORNEY/S shall not be liable for any claims, demands, damages, costs, expenses or attorney fees arising out of an act or omission on the part of the COUNTY and the COURT, it officers, agents, servants, and employees. In addition, the ATTORNEY/S shall at all times during this AGREEMENT maintain professional liability insurance at a minimum of \$300,000.00 for each occurrence/\$100,000.00 for each individual, with companies licensed to conduct business in the State of Michigan. Attorneys who are awarded appointments will be required to provide proof of said insurance to the COUNTY and the COURT by January 1, 2013. Attorneys will be required to maintain required levels of insurance throughout the term of the contract and to notify the COUNTY and the COURT of any changes in insurance coverage.

10. Except as otherwise noted herein, for the performance of the legal services described herein, each of the ATTORNEY/S shall receive from the COUNTY the amount of four hundred and eighty five dollars (\$485) per appointment except as may be otherwise specified herein.

For the option years four and five, the Contractor or the County shall be entitled to request an annual price adjustment of the foregoing per appointment rates. The request for price adjustment by the Contractor shall be submitted to the County Court within thirty (30) days before the contract anniversary date of each year, beginning with the end of the third year of the contract term. The price adjustment shall be based upon the lower of 3% or the percentage change in the all item component for urban consumers of the Consumers Price Index for the Midwest Region, as published by the Department of Labor, Bureau of Labor Statistics.

Notwithstanding the foregoing amount, if retained or other appointed counsel substitutes for appointed counsel prior to or at preliminary examination or the preexamination conference, then the amount is \$50 per appointment. Further, if the appointment is to attend an investigatory line up or to represent a criminal witness, then the amount is \$300 per appointment.

Per Diem Trial Time (if in excess of four [4] hours of court session time in any compensable day: Four Hundred (\$400) dollars.*

Per Diem Trial Time (if four [4] hours or less of court session time in any compensable day: Two Hundred (\$200) Dollars.*

*Denotes that a per diem amount of \$400 for each day of trial in excess of four (4) hours of court session time, and \$200 for four hours or less of court session time, is to be paid in any appointed felony case which extends beyond two compensable full days. Cases extending to the third full day of trial will be paid retroactively to and including the first day of trial.

An appointment shall count as one appointment for compensation purposes for all multiple cases involving the same defendant and arising from the same transaction if the same ATTORNEY is appointed.

In the event an action is dismissed without prejudice at any stage of court proceedings within the scope of legal representation set forth in Paragraph 4 hereof, and is subsequently, during the term of this AGREEMENT, reissued or filed again, and the same ATTORNEY is again appointed, said reappointment shall not constitute a new or additional appointment for compensation purposes. If an ATTORNEY other than the originally appointed ATTORNEY is subsequently appointed to a reissued case, then that appointment shall constitute a new appointment for compensation purposes.

The COUNTY shall make payments to the ATTORNEY/S by the 15th day of each month in monthly installments equal to 70% of 1/12th of the estimated number of appointments that the ATTORNEY/S have been approved for in response to their proposal request, the monthly amount thus computing to \$3112.08. Additional payments for trial time and other reimbursable expenses as provided herein, shall be made as completed and billed to the COURT by the ATTORNEY/S. The COURT will perform quarterly reconciliations and submit them to the COUNTY by the fifteenth (15th) day of the month

following the end of each quarter. The **COUNTY** will then make adjustments up or down according to the number of appointments made during that period. Said payments shall be forwarded to the **ATTORNEY/S** at the business address previously provided.

- 11. It is understood by the parties hereto that other ATTORNEY/S have entered into an AGREEMENT with the COUNTY and the COURT, with each ATTORNEY agreeing to undertake a certain number of appointments and to provide legal defense services for indigent defendants charged with criminal offenses and containing the same provisions as set forth in this AGREEMENT.
- 12. The COURT may assign appointments to each ATTORNEY contracting with the COURT and COUNTY for indigent criminal defense in an approximately equal number and on a rotating basis within the competence classification of each ATTORNEY. If applicable, ATTORNEY/S under this AGREEMENT who are solo practitioners may be assigned the number of cases they have proposed to the COUNTY and which the COUNTY has accepted, provided they file a joint appearance with another qualified ATTORNEY and/or establish a law firm or submit a letter of arrangement subject to the prior approval of the COURT to assure the COURT reasonable coverage of assignments. The COURT may require, pursuant to Court Rule, that replacement of the assigned ATTORNEY, permanently or temporarily, requires prior approval of the assigned Judge.
- 13. This AGREEMENT may be terminated by the COUNTY, the COURT, or the ATTORNEY/S in the event the State of Michigan should preempt or modify the system for criminal case indigent defense; or, after notice, hearing, and finding by the Chief Judge of good cause, for failure of the ATTORNEY/S to comply with the Policy/Procedures Directive of the 37th Judicial Circuit Court dated January 1, 2010 (Directive Attached), the Michigan Rules of Professional Conduct, and the Michigan Court Rules; or if the COUNTY or the ATTORNEY/S fail to perform in a substantial manner the obligations specified in this AGREEMENT, as determined by the COURT. In the event of termination of the AGREEMENT, unless otherwise provided hereunder or directed by the COURT, the ATTORNEY/S appointed in each case still pending at that time shall continue with their obligations to represent the defendant/respondent as if this AGREEMENT were still in effect.
- 14. Each ATTORNEY shall have the right to subcontract or to hire other attorneys qualified to handle felony and other assigned appointments pursuant to the terms of this AGREEMENT at no additional cost to the COUNTY and with the prior written approval of the COURT and COUNTY. In all cases, however, the original ATTORNEY shall assume responsibility for all services offered. Further, the COUNTY and the COURT shall consider the original ATTORNEY to be the sole point of contact with regard to assigned cases, including payment of any and all amounts resulting from said AGREEMENT. If any part of these services is to be subcontracted, the original ATTORNEY shall provide a complete description of the work subcontracted and descriptive information about the subcontractor's organization and capabilities. The original ATTORNEY shall be completely responsible for adherence by the subcontractor to all provisions of this AGREEMENT. Subcontractors must comply with the terms of this AGREEMENT, including the requirements of the Court Policy/Procedures Directive dated January1, 2010 (Directive Attached), the Michigan Rules of Professional Conduct and the Michigan Court Rules. All subcontracting ATTORNEY/S and ATTORNEY/S participating in a group or association of attorneys will be expected to sign a contract.

15. Attorney(s) receiving appointments under this contract agree to participate, and will have the appropriate equipment to participate, in all provisions of the Michigan Court Rules concerning electronic processing of pleadings, of discovery and of any other exchange of information which are presently in effect or which take effect during the life of this contract.

Attorney(s) shall receive, at the option of the court, all court issued notices and documents in cases for which appointed under this agreement via email or other electronic means and shall keep the Court Administrator advised of their current email address to which such notices and/or documents may be sent.

Should the Michigan Supreme Court adopt rules permitting or requiring "e-filing" generally during the term of the agreements the parties will meet to discuss and resolve implementation matters related thereto.

16. Unless otherwise modified herein, the terms and conditions contained in RFQ # 112-12, Attorney's Response to RFQ # 112-12, are incorporated as part of this AGREEMENT. In the event of conflict, the documents shall prevail in the following order: This AGREEMENT, RFQ # 112-12, Attorney's Response to RFQ # 112-12.

17. Notices and communications required pursuant to the terms of this AGREEMENT shall be addressed as follows: for the COUNTY, to the Calhoun County Administrator/Controller, County Building, 315 West Green Street, Marshall, MI 49068; for the COURT, to the Circuit Court Administrator, 161 East Michigan Avenue, Battle Creek, MI 49014-4066; for the ATTORNEY/S, to Susan K. Mladenoff, Attorney at Law, 20163 Capital Avenue NE, Suite 2, Battle Creek, MI 49017-8118.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing AGREEMENT on the date and year first above written.

COURTS/COUNTY OF CALHOUN

ATTORNEY/S

INDIGENT DEFENSE AGREEMENT

THIS AGREEMENT, made this 21st day of December, 2012, by and between the COUNTY OF CALHOUN, hereinafter referred to as the COUNTY, and the 37th JUDICIAL CIRCUIT COURT OF MICHIGAN, hereinafter referred to as the COURT, and INDIGENT DEFENSE CONTRACTOR Calhoun County Legal Group, hereinafter referred to as the ATTORNEY/S:

WITNESSETH:

WHEREAS, the COUNTY is in need of a just, efficient and economical system for providing attorneys, at taxpayers' expense, to defend those individuals who are charged with felony criminal offenses, and who cannot afford to retain private counsel due to indigence; and

WHEREAS, the system which appears to offer the most satisfactory fulfillment of that need is that of a contract between the COUNTY, the COURT, and one or more ATTORNEY/S to provide said services as may be needed; and

WHEREAS, the ATTORNEY/S have represented that they are ready, willing and able to provide said legal services on a contractual basis.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

- 1. The effective term of this **AGREEMENT** shall be from January 1, 2013, through December 31, 2015; thereafter, if mutually agreeable, the contract can be extended on an annual basis for two additional one year terms but may not exceed five years total.
- 2. The ATTORNEY/S agree to provide legal defense services for those felony defendants determined to be indigent and for whom the ATTORNEY/S have been appointed and appeared, including final disposition thereof in any court having jurisdiction in the County of Calhoun, giving priority within their offices to said legal services, for up to the total amount of 600 such appointments for an attorney group or association, not to exceed 200 appointments to each individual attorney, per year of indigent felony cases, circuit court probation violations, certain criminal matter witness representations designated by law and felony-derived or investigatory lineups cognizable by the 37th Judicial Circuit Court.
- 3. The ATTORNEY/S shall represent, when appointed, only those defendants/respondents who are in fact eligible for court appointed counsel at public expense pursuant to the standards of Michigan law. In the event an ATTORNEY feels that an individual for whom he/she has been appointed is not or is no longer entitled to such representation under the law, the ATTORNEY shall bring the matter to the attention of the Circuit Court Administrator, in writing, for the further determination of the COURT. However, nothing set forth herein shall supersede the attorney-client privilege.
 - 4. Representation of indigent defendants shall include the responsibilities set forth in Michigan

Court Rule 6.005(H); the Michigan Rules of Professional Conduct, and the Michigan Court Rules. The responsibility of the **ATTORNEY/S** shall not extend to post conviction appeals.

- 5. The ATTORNEY/S eligible to receive appointments under the terms of this AGREEMENT, and their current competence classifications consist of:
 - {a} John W. Vincent, Level "B"
 - {b} Eldon J. Vincent, Level "A"
 - {c} Christopher B. Vreeland, Level "A"
 - {d} Kelly Feneley, Level "A"
- 6. This AGREEMENT shall not cover the costs of transcripts, witness fees, mileage fees for witnesses, costs of service of process, of polygraph tests, psychiatric examinations for defendants, expert witness fees, or the same kinds of out-of-pocket costs, which shall be paid by the COUNTY separate and apart from this AGREEMENT, upon motion for and approval by the COURT.
- 7. In any case in which representing more than one defendant would create a conflict of interest, or when the interests of one defendant would create a conflict of interest of one defendant would create a conflict of interest with another indigent defendant, or when the interests of one defendant so conflict with the interests of other defendants that prejudice could result from joint representation, the **COURT** may make the appointment from another contracted firm, group or **ATTORNEY** for legal services in the representation of indigent defendants in felony actions cognizable by the 37th Judicial Circuit Court. If at any time the contracted **ATTORNEY**/S cannot represent an indigent defendant because of a conflict of interest, the **COURT** shall appoint other counsel and the **COUNTY** shall pay for said legal services so furnished.
- 8. The ATTORNEY/S shall maintain a fully functional law office within Calhoun County, Michigan at the expense of the ATTORNEY/S and shall maintain their primary practice of law at said office. The ATTORNEY/S agree to provide adequate personnel, such as secretaries or clerks, to staff said office.
- harmless and indemnify the COUNTY, the COURT, and the CALHOUN COUNTY BOARD OF COMMISSIONERS, the JUDGES, and their agents, officers, and employees from any and all liability arising out of the ATTORNEY/S' acts or omissions arising under the terms of this AGREEMENT. The ATTORNEY/S shall not be liable for any claims, demands, damages, costs, expenses or attorney fees arising out of an act or omission on the part of the COUNTY and the COURT, it officers, agents, servants, and employees. In addition, the ATTORNEY/S shall at all times during this AGREEMENT maintain professional liability insurance at a minimum of \$300,000.00 for each occurrence/\$100,000.00 for each individual, with companies licensed to conduct business in the State of Michigan. Attorneys who are awarded appointments will be required to provide proof of said insurance to the COUNTY and the COURT by January 1, 2013. Attorneys will be required to maintain required levels of insurance throughout the term of the contract and to notify the COUNTY and the COURT of any changes in insurance coverage.

10. Except as otherwise noted herein, for the performance of the legal services described herein, each of the **ATTORNEY/S** shall receive from the **COUNTY** the amount of four hundred and eighty five dollars (\$485) per appointment except as may be otherwise specified herein.

For the option years four and five, the Contractor or the County shall be entitled to request an annual price adjustment of the foregoing per appointment rates. The request for price adjustment by the Contractor shall be submitted to the County Court within thirty (30) days before the contract anniversary date of each year, beginning with the end of the third year of the contract term. The price adjustment shall be based upon the lower of 3% or the percentage change in the all item component for urban consumers of the Consumers Price Index for the Midwest Region, as published by the Department of Labor, Bureau of Labor Statistics.

Notwithstanding the foregoing amount, if retained or other appointed counsel substitutes for appointed counsel prior to or at preliminary examination or the preexamination conference, then the amount is \$50 per appointment. Further, if the appointment is to attend an investigatory line up or to represent a criminal witness, then the amount is \$300 per appointment.

Per Diem Trial Time (if in excess of four [4] hours of court session time in any compensable day: Four Hundred (\$400) dollars.*

Per Diem Trial Time (if four [4] hours or less of court session time in any compensable day: Two Hundred (\$200) Dollars.*

*Denotes that a per diem amount of \$400 for each day of trial in excess of four (4) hours of court session time, and \$200 for four hours or less of court session time, is to be paid in any appointed felony case which extends beyond two compensable full days. Cases extending to the third full day of trial will be paid retroactively to and including the first day of trial.

An appointment shall count as one appointment for compensation purposes for all multiple cases involving the same defendant and arising from the same transaction if the same ATTORNEY is appointed.

In the event an action is dismissed without prejudice at any stage of court proceedings within the scope of legal representation set forth in Paragraph 4 hereof, and is subsequently, during the term of this AGREEMENT, reissued or filed again, and the same ATTORNEY is again appointed, said reappointment shall not constitute a new or additional appointment for compensation purposes. If an ATTORNEY other than the originally appointed ATTORNEY is subsequently appointed to a reissued case, then that appointment shall constitute a new appointment for compensation purposes.

The COUNTY shall make payments to the ATTORNEY/S by the 15th day of each month in monthly installments equal to 70% of 1/12th of the estimated number of appointments that the ATTORNEY/S have been approved for in response to their proposal request, the monthly amount thus computing to \$3112.08. Additional payments for trial time and other reimbursable expenses as provided herein, shall be made as completed and billed to the COURT by the ATTORNEY/S. The COURT will perform quarterly reconciliations and submit them to the COUNTY by the fifteenth (15th) day of the month

following the end of each quarter. The **COUNTY** will then make adjustments up or down according to the number of appointments made during that period. Said payments shall be forwarded to the **ATTORNEY/S** at the business address previously provided.

- 11. It is understood by the parties hereto that other ATTORNEY/S have entered into an AGREEMENT with the COUNTY and the COURT, with each ATTORNEY agreeing to undertake a certain number of appointments and to provide legal defense services for indigent defendants charged with criminal offenses and containing the same provisions as set forth in this AGREEMENT.
- 12. The COURT may assign appointments to each ATTORNEY contracting with the COURT and COUNTY for indigent criminal defense in an approximately equal number and on a rotating basis within the competence classification of each ATTORNEY. If applicable, ATTORNEY/S under this AGREEMENT who are solo practitioners may be assigned the number of cases they have proposed to the COUNTY and which the COUNTY has accepted, provided they file a joint appearance with another qualified ATTORNEY and/or establish a law firm or submit a letter of arrangement subject to the prior approval of the COURT to assure the COURT reasonable coverage of assignments. The COURT may require, pursuant to Court Rule, that replacement of the assigned ATTORNEY, permanently or temporarily, requires prior approval of the assigned Judge.
- 13. This AGREEMENT may be terminated by the COUNTY, the COURT, or the ATTORNEY/S in the event the State of Michigan should preempt or modify the system for criminal case indigent defense; or, after notice, hearing, and finding by the Chief Judge of good cause, for failure of the ATTORNEY/S to comply with the Policy/Procedures Directive of the 37th Judicial Circuit Court dated January 1, 2010 (Directive Attached), the Michigan Rules of Professional Conduct, and the Michigan Court Rules; or if the COUNTY or the ATTORNEY/S fail to perform in a substantial manner the obligations specified in this AGREEMENT, as determined by the COURT. In the event of termination of the AGREEMENT, unless otherwise provided hereunder or directed by the COURT, the ATTORNEY/S appointed in each case still pending at that time shall continue with their obligations to represent the defendant/respondent as if this AGREEMENT were still in effect.
- 14. Each ATTORNEY shall have the right to subcontract or to hire other attorneys qualified to handle felony and other assigned appointments pursuant to the terms of this AGREEMENT at no additional cost to the COUNTY and with the prior written approval of the COURT and COUNTY. In all cases, however, the original ATTORNEY shall assume responsibility for all services offered. Further, the COUNTY and the COURT shall consider the original ATTORNEY to be the sole point of contact with regard to assigned cases, including payment of any and all amounts resulting from said AGREEMENT. If any part of these services is to be subcontracted, the original ATTORNEY shall provide a complete description of the work subcontracted and descriptive information about the subcontractor's organization and capabilities. The original ATTORNEY shall be completely responsible for adherence by the subcontractor to all provisions of this AGREEMENT. Subcontractors must comply with the terms of this AGREEMENT, including the requirements of the Court Policy/Procedures Directive dated January1, 2010 (Directive Attached), the Michigan Rules of Professional Conduct and the Michigan Court Rules. All subcontracting ATTORNEY/S and ATTORNEY/S participating in a group or association of attorneys will be expected to sign a contract.

15. Attorney(s) receiving appointments under this contract agree to participate, and will have the appropriate equipment to participate, in all provisions of the Michigan Court Rules concerning electronic processing of pleadings, of discovery and of any other exchange of information which are presently in effect or which take effect during the life of this contract.

Attorney(s) shall receive, at the option of the court, all court issued notices and documents in cases for which appointed under this agreement via email or other electronic means and shall keep the Court Administrator advised of their current email address to which such notices and/or documents may be sent.

Should the Michigan Supreme Court adopt rules permitting or requiring "e-filing" generally during the term of the agreements the parties will meet to discuss and resolve implementation matters related thereto.

16. Unless otherwise modified herein, the terms and conditions contained in RFQ # 112-12, Attorney's Response to RFQ # 112-12, are incorporated as part of this **AGREEMENT**. In the event of conflict, the documents shall prevail in the following order: This **AGREEMENT**, RFQ # 112-12, Attorney's Response to RFQ # 112-12.

17. Notices and communications required pursuant to the terms of this AGREEMENT shall be addressed as follows: for the COUNTY, to the Calhoun County Administrator/Controller, County Building, 315 West Green Street, Marshall, MI 49068; for the COURT, to the Circuit Court Administrator, 161 East Michigan Avenue, Battle Creek, MI 49014-4066; for the ATTORNEY/S, to Calhoun County Legal Group, 105 W. Michigan Avenue, Suite A, Marshall, MI 49068.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing AGREEMENT on the date and year first above written.

COURTS/COUNTY OF CALHOUN

ATTORNEY/S

THEY VALERAND

INDIGENT DEFENSE AGREEMENT

THIS AGREEMENT, made this 21st day of December, 2012, by and between the COUNTY OF CALHOUN, hereinafter referred to as the COUNTY, and the 37th JUDICIAL CIRCUIT COURT OF MICHIGAN, hereinafter referred to as the COURT, and INDIGENT DEFENSE CONTRACTORS James L. Jordan and Niels M. Magnusson, III, hereinafter referred to as the ATTORNEY/S:

WITNESSETH:

WHEREAS, the COUNTY is in need of a just, efficient and economical system for providing attorneys, at taxpayers' expense, to defend those individuals who are charged with felony criminal offenses, and who cannot afford to retain private counsel due to indigence; and

WHEREAS, the system which appears to offer the most satisfactory fulfillment of that need is that of a contract between the COUNTY, the COURT, and one or more ATTORNEY/S to provide said services as may be needed; and

WHEREAS, the ATTORNEY/S have represented that they are ready, willing and able to provide said legal services on a contractual basis.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

- 1. The effective term of this **AGREEMENT** shall be from January 1, 2013, through December 31, 2015; thereafter, if mutually agreeable, the contract can be extended on an annual basis for two additional one year terms but may not exceed five years total.
- 2. The ATTORNEY/S agree to provide legal defense services for those felony defendants determined to be indigent and for whom the ATTORNEY/S have been appointed and appeared, including final disposition thereof in any court having jurisdiction in the County of Calhoun, giving priority within their offices to said legal services, for up to the total amount of 600 such appointments for an attorney group or association, not to exceed 200 appointments to each individual attorney, per year of indigent felony cases, circuit court probation violations, certain criminal matter witness representations designated by law and felony-derived or investigatory lineups cognizable by the 37th Judicial Circuit Court.
- 3. The ATTORNEY/S shall represent, when appointed, only those defendants/respondents who are in fact eligible for court appointed counsel at public expense pursuant to the standards of Michigan law. In the event an ATTORNEY feels that an individual for whom he/she has been appointed is not or is no longer entitled to such representation under the law, the ATTORNEY shall bring the matter to the attention of the Circuit Court Administrator, in writing, for the further determination of the COURT. However, nothing set forth herein shall supersede the attorney-client privilege.

- 4. Representation of indigent defendants shall include the responsibilities set forth in Michigan Court Rule 6.005(H); the Michigan Rules of Professional Conduct, and the Michigan Court Rules. The responsibility of the ATTORNEY/S shall not extend to post conviction appeals.
- 5. The ATTORNEY/S eligible to receive appointments under the terms of this AGREEMENT, and their current competence classifications consist of:
 - {a} James L. Jordan, Level "B"
 - {b} Niels M. Magnusson, III, Level "B"
 - {c}
 - {d}
- 6. This **AGREEMENT** shall not cover the costs of transcripts, witness fees, mileage fees for witnesses, costs of service of process, of polygraph tests, psychiatric examinations for defendants, expert witness fees, or the same kinds of out-of-pocket costs, which shall be paid by the **COUNTY** separate and apart from this **AGREEMENT**, upon motion for and approval by the **COURT**.
- 7. In any case in which representing more than one defendant would create a conflict of interest, or when the interests of one defendant would create a conflict of interest of one defendant would create a conflict of interest with another indigent defendant, or when the interests of one defendant so conflict with the interests of other defendants that prejudice could result from joint representation, the **COURT** may make the appointment from another contracted firm, group or **ATTORNEY** for legal services in the representation of indigent defendants in felony actions cognizable by the 37th Judicial Circuit Court. If at any time the contracted **ATTORNEY**/S cannot represent an indigent defendant because of a conflict of interest, the **COURT** shall appoint other counsel and the **COUNTY** shall pay for said legal services so furnished.
- 8. The ATTORNEY/S shall maintain a fully functional law office within Calhoun County, Michigan at the expense of the ATTORNEY/S and shall maintain their primary practice of law at said office. The ATTORNEY/S agree to provide adequate personnel, such as secretaries or clerks, to staff said office.
- 9. The ATTORNEY/S agree to maintain adequate professional liability insurance, hold harmless and indemnify the COUNTY, the COURT, and the CALHOUN COUNTY BOARD OF COMMISSIONERS, the JUDGES, and their agents, officers, and employees from any and all liability arising out of the ATTORNEY/S' acts or omissions arising under the terms of this AGREEMENT. The ATTORNEY/S shall not be liable for any claims, demands, damages, costs, expenses or attorney fees arising out of an act or omission on the part of the COUNTY and the COURT, it officers, agents, servants, and employees. In addition, the ATTORNEY/S shall at all times during this AGREEMENT maintain professional liability insurance at a minimum of \$300,000.00 for each occurrence/\$100,000.00 for each individual, with companies licensed to conduct business in the State of Michigan. Attorneys who are awarded appointments will be required to provide proof of said insurance to the COUNTY and the COURT by January 1, 2013. Attorneys will be required to maintain required levels of insurance throughout the term of the contract and to notify the COUNTY and the COURT of any changes in insurance coverage.

10. Except as otherwise noted herein, for the performance of the legal services described herein, each of the ATTORNEY/S shall receive from the COUNTY the amount of four hundred and eighty five dollars (\$485) per appointment except as may be otherwise specified herein.

For the option years four and five, the Contractor or the County shall be entitled to request an annual price adjustment of the foregoing per appointment rates. The request for price adjustment by the Contractor shall be submitted to the County Court within thirty (30) days before the contract anniversary date of each year, beginning with the end of the third year of the contract term. The price adjustment shall be based upon the lower of 3% or the percentage change in the all item component for urban consumers of the Consumers Price Index for the Midwest Region, as published by the Department of Labor, Bureau of Labor Statistics.

Notwithstanding the foregoing amount, if retained or other appointed counsel substitutes for appointed counsel prior to or at preliminary examination or the preexamination conference, then the amount is \$50 per appointment. Further, if the appointment is to attend an investigatory line up or to represent a criminal witness, then the amount is \$300 per appointment.

Per Diem Trial Time (if in excess of four [4] hours of court session time in any compensable day: Four Hundred (\$400) dollars.*

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An appointment shall count as one appointment for compensation purposes for all multiple cases involving the same defendant and arising from the same transaction if the same ATTORNEY is appointed.

In the event an action is dismissed without prejudice at any stage of court proceedings within the scope of legal representation set forth in Paragraph 4 hereof, and is subsequently, during the term of this **AGREEMENT**, reissued or filed again, and the same **ATTORNEY** is again appointed, said reappointment shall not constitute a new or additional appointment for compensation purposes. If an **ATTORNEY** other than the originally appointed **ATTORNEY** is subsequently appointed to a reissued case, then that appointment shall constitute a new appointment for compensation purposes.

The COUNTY shall make payments to the ATTORNEY/S by the 15th day of each month in monthly installments equal to 70% of 1/12th of the estimated number of appointments that the ATTORNEY/S have been approved for in response to their proposal request, the monthly amount thus computing to \$6,224.17. Additional payments for trial time and other reimbursable expenses as provided herein, shall be made as completed and billed to the COURT by the ATTORNEY/S. The COURT will perform

quarterly reconciliations and submit them to the **COUNTY** by the fifteenth (15th) day of the month following the end of each quarter. The **COUNTY** will then make adjustments up or down according to the number of appointments made during that period. Said payments shall be forwarded to the **ATTORNEY/S** at the business address previously provided.

- 11. It is understood by the parties hereto that other ATTORNEY/S have entered into an AGREEMENT with the COUNTY and the COURT, with each ATTORNEY agreeing to undertake a certain number of appointments and to provide legal defense services for indigent defendants charged with criminal offenses and containing the same provisions as set forth in this AGREEMENT.
- 12. The COURT may assign appointments to each ATTORNEY contracting with the COURT and COUNTY for indigent criminal defense in an approximately equal number and on a rotating basis within the competence classification of each ATTORNEY. If applicable, ATTORNEY/S under this AGREEMENT who are solo practitioners may be assigned the number of cases they have proposed to the COUNTY and which the COUNTY has accepted, provided they file a joint appearance with another qualified ATTORNEY and/or establish a law firm or submit a letter of arrangement subject to the prior approval of the COURT to assure the COURT reasonable coverage of assignments. The COURT may require, pursuant to Court Rule, that replacement of the assigned ATTORNEY, permanently or temporarily, requires prior approval of the assigned Judge.
- 13. This AGREEMENT may be terminated by the COUNTY, the COURT, or the ATTORNEY/S in the event the State of Michigan should preempt or modify the system for criminal case indigent defense; or, after notice, hearing, and finding by the Chief Judge of good cause, for failure of the ATTORNEY/S to comply with the Policy/Procedures Directive of the 37th Judicial Circuit Court dated January 1, 2010 (Directive Attached), the Michigan Rules of Professional Conduct, and the Michigan Court Rules; or if the COUNTY or the ATTORNEY/S fail to perform in a substantial manner the obligations specified in this AGREEMENT, as determined by the COURT. In the event of termination of the AGREEMENT, unless otherwise provided hereunder or directed by the COURT, the ATTORNEY/S appointed in each case still pending at that time shall continue with their obligations to represent the defendant/respondent as if this AGREEMENT were still in effect.
- 14. Each ATTORNEY shall have the right to subcontract or to hire other attorneys qualified to handle felony and other assigned appointments pursuant to the terms of this AGREEMENT at no additional cost to the COUNTY and with the prior written approval of the COURT and COUNTY. In all cases, however, the original ATTORNEY shall assume responsibility for all services offered. Further, the COUNTY and the COURT shall consider the original ATTORNEY to be the sole point of contact with regard to assigned cases, including payment of any and all amounts resulting from said AGREEMENT. If any part of these services is to be subcontracted, the original ATTORNEY shall provide a complete description of the work subcontracted and descriptive information about the subcontractor's organization and capabilities. The original ATTORNEY shall be completely responsible for adherence by the subcontractor to all provisions of this AGREEMENT. Subcontractors must comply with the terms of this AGREEMENT, including the requirements of the Court Policy/Procedures Directive dated January1, 2010 (Directive Attached), the Michigan Rules of Professional Conduct and the Michigan Court Rules. All subcontracting ATTORNEY/S and ATTORNEY/S participating in a group or association of attorneys will be expected to sign a contract.

15. Attorney(s) receiving appointments under this contract agree to participate, and will have the appropriate equipment to participate, in all provisions of the Michigan Court Rules concerning electronic processing of pleadings, of discovery and of any other exchange of information which are presently in effect or which take effect during the life of this contract.

Attorney(s) shall receive, at the option of the court, all court issued notices and documents in cases for which appointed under this agreement via email or other electronic means and shall keep the Court Administrator advised of their current email address to which such notices and/or documents may be sent.

Should the Michigan Supreme Court adopt rules permitting or requiring "e-filing" generally during the term of the agreements the parties will meet to discuss and resolve implementation matters related thereto.

16. Unless otherwise modified herein, the terms and conditions contained in RFQ # 112-12, Attorney's Response to RFQ # 112-12, are incorporated as part of this **AGREEMENT**. In the event of conflict, the documents shall prevail in the following order: This **AGREEMENT**, RFQ # 112-12, Attorney's Response to RFQ # 112-12.

17. Notices and communications required pursuant to the terms of this AGREEMENT shall be addressed as follows: for the COUNTY, to the Calhoun County Administrator/Controller, County Building, 315 West Green Street, Marshall, MI 49068; for the COURT, to the Circuit Court Administrator, 161 East Michigan Avenue, Battle Creek, MI 49014-4066; for the ATTORNEY/S, to James L. Jordan and Niels M. Magnusson, III, Attorneys at Law, 391 South Shore Drive, Suite 318, Battle Creek, MI 49014.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing AGREEMENT on the date and year first above written.

COURTS/COUNTY OF CALHOUN

INDIGENT DEFENSE AGREEMENT

THIS AGREEMENT, made this 21st day of December, 2012, by and between the COUNTY OF CALHOUN, hereinafter referred to as the COUNTY, and the 37th JUDICIAL CIRCUIT COURT OF MICHIGAN, hereinafter referred to as the COURT, and INDIGENT DEFENSE CONTRACTORS John B. Sullivan and John D. Brundage, hereinafter referred to as the ATTORNEY/S:

WITNESSETH:

WHEREAS, the COUNTY is in need of a just, efficient and economical system for providing attorneys, at taxpayers' expense, to defend those individuals who are charged with felony criminal offenses, and who cannot afford to retain private counsel due to indigence; and

WHEREAS, the system which appears to offer the most satisfactory fulfillment of that need is that of a contract between the COUNTY, the COURT, and one or more ATTORNEY/S to provide said services as may be needed; and

WHEREAS, the ATTORNEY/S have represented that they are ready, willing and able to provide said legal services on a contractual basis.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

- 1. The effective term of this **AGREEMENT** shall be from January 1, 2013, through December 31, 2015; thereafter, if mutually agreeable, the contract can be extended on an annual basis for two additional one year terms but may not exceed five years total.
- 2. The ATTORNEY/S agree to provide legal defense services for those felony defendants determined to be indigent and for whom the ATTORNEY/S have been appointed and appeared, including final disposition thereof in any court having jurisdiction in the County of Calhoun, giving priority within their offices to said legal services, for up to the total amount of 600 such appointments for an attorney group or association, not to exceed 200 appointments to each individual attorney, per year of indigent felony cases, circuit court probation violations, certain criminal matter witness representations designated by law and felony-derived or investigatory lineups cognizable by the 37th Judicial Circuit Court.
- 3. The ATTORNEY/S shall represent, when appointed, only those defendants/respondents who are in fact eligible for court appointed counsel at public expense pursuant to the standards of Michigan law. In the event an ATTORNEY feels that an individual for whom he/she has been appointed is not or is no longer entitled to such representation under the law, the ATTORNEY shall bring the matter to the attention of the Circuit Court Administrator, in writing, for the further determination of the COURT. However, nothing set forth herein shall supersede the attorney-client privilege.

- 4. Representation of indigent defendants shall include the responsibilities set forth in Michigan Court Rule 6.005(H); the Michigan Rules of Professional Conduct, and the Michigan Court Rules. The responsibility of the **ATTORNEY/S** shall not extend to post conviction appeals.
- 5. The ATTORNEY/S eligible to receive appointments under the terms of this AGREEMENT, and their current competence classifications consist of:
 - {a} John B. Sullivan, Level "B"
 - {b} John D. Brundage, Level "B"
 - {c}
 - {d}
- 6. This **AGREEMENT** shall not cover the costs of transcripts, witness fees, mileage fees for witnesses, costs of service of process, of polygraph tests, psychiatric examinations for defendants, expert witness fees, or the same kinds of out-of-pocket costs, which shall be paid by the **COUNTY** separate and apart from this **AGREEMENT**, upon motion for and approval by the **COURT**.
- 7. In any case in which representing more than one defendant would create a conflict of interest, or when the interests of one defendant would create a conflict of interest with another indigent defendant, or when the interests of one defendant would create a conflict of interest with another indigent defendant, or when the interests of one defendant so conflict with the interests of other defendants that prejudice could result from joint representation, the **COURT** may make the appointment from another contracted firm, group or **ATTORNEY** for legal services in the representation of indigent defendants in felony actions cognizable by the 37th Judicial Circuit Court. If at any time the contracted **ATTORNEY**/S cannot represent an indigent defendant because of a conflict of interest, the **COURT** shall appoint other counsel and the **COUNTY** shall pay for said legal services so furnished.
- 8. The ATTORNEY/S shall maintain a fully functional law office within Calhoun County, Michigan at the expense of the ATTORNEY/S and shall maintain their primary practice of law at said office. The ATTORNEY/S agree to provide adequate personnel, such as secretaries or clerks, to staff said office.
- 9. The ATTORNEY/S agree to maintain adequate professional liability insurance, hold harmless and indemnify the COUNTY, the COURT, and the CALHOUN COUNTY BOARD OF COMMISSIONERS, the JUDGES, and their agents, officers, and employees from any and all liability arising out of the ATTORNEY/S' acts or omissions arising under the terms of this AGREEMENT. The ATTORNEY/S shall not be liable for any claims, demands, damages, costs, expenses or attorney fees arising out of an act or omission on the part of the COUNTY and the COURT, it officers, agents, servants, and employees. In addition, the ATTORNEY/S shall at all times during this AGREEMENT maintain professional liability insurance at a minimum of \$300,000.00 for each occurrence/\$100,000.00 for each individual, with companies licensed to conduct business in the State of Michigan. Attorneys who are awarded appointments will be required to provide proof of said insurance to the COUNTY and the COURT by January 1, 2013. Attorneys will be required to maintain required levels of insurance throughout the term of the contract and to notify the COUNTY and the COURT of any changes in insurance coverage.

10. Except as otherwise noted herein, for the performance of the legal services described herein, each of the ATTORNEY/S shall receive from the COUNTY the amount of four hundred and eighty five dollars (\$485) per appointment except as may be otherwise specified herein.

For the option years four and five, the Contractor or the County shall be entitled to request an annual price adjustment of the foregoing per appointment rates. The request for price adjustment by the Contractor shall be submitted to the County Court within thirty (30) days before the contract anniversary date of each year, beginning with the end of the third year of the contract term. The price adjustment shall be based upon the lower of 3% or the percentage change in the all item component for urban consumers of the Consumers Price Index for the Midwest Region, as published by the Department of Labor, Bureau of Labor Statistics.

Notwithstanding the foregoing amount, if retained or other appointed counsel substitutes for appointed counsel prior to or at preliminary examination or the preexamination conference, then the amount is \$50 per appointment. Further, if the appointment is to attend an investigatory line up or to represent a criminal witness, then the amount is \$300 per appointment.

Per Diem Trial Time (if in excess of four [4] hours of court session time in any compensable day: Four Hundred (\$400) dollars.*

Per Diem Trial Time (if four [4] hours or less of court session time in any compensable day: Two Hundred (\$200) Dollars.*

*Denotes that a per diem amount of \$400 for each day of trial in excess of four (4) hours of court session time, and \$200 for four hours or less of court session time, is to be paid in any appointed felony case which extends beyond two compensable full days. Cases extending to the third full day of trial will be paid retroactively to and including the first day of trial.

An appointment shall count as one appointment for compensation purposes for all multiple cases involving the same defendant and arising from the same transaction if the same ATTORNEY is appointed.

In the event an action is dismissed without prejudice at any stage of court proceedings within the scope of legal representation set forth in Paragraph 4 hereof, and is subsequently, during the term of this **AGREEMENT**, reissued or filed again, and the same **ATTORNEY** is again appointed, said reappointment shall not constitute a new or additional appointment for compensation purposes. If an **ATTORNEY** other than the originally appointed **ATTORNEY** is subsequently appointed to a reissued case, then that appointment shall constitute a new appointment for compensation purposes.

The COUNTY shall make payments to the ATTORNEY/S by the 15th day of each month in monthly installments equal to 70% of 1/12th of the estimated number of appointments that the ATTORNEY/S have been approved for in response to their proposal request, the monthly amount thus computing to \$6,224.17. Additional payments for trial time and other reimbursable expenses as provided herein, shall be made as completed and billed to the COURT by the ATTORNEY/S. The COURT will perform

quarterly reconciliations and submit them to the **COUNTY** by the fifteenth (15th) day of the month following the end of each quarter. The **COUNTY** will then make adjustments up or down according to the number of appointments made during that period. Said payments shall be forwarded to the **ATTORNEY/S** at the business address previously provided.

- 11. It is understood by the parties hereto that other ATTORNEY/S have entered into an AGREEMENT with the COUNTY and the COURT, with each ATTORNEY agreeing to undertake a certain number of appointments and to provide legal defense services for indigent defendants charged with criminal offenses and containing the same provisions as set forth in this AGREEMENT.
- 12. The COURT may assign appointments to each ATTORNEY contracting with the COURT and COUNTY for indigent criminal defense in an approximately equal number and on a rotating basis within the competence classification of each ATTORNEY. If applicable, ATTORNEY/S under this AGREEMENT who are solo practitioners may be assigned the number of cases they have proposed to the COUNTY and which the COUNTY has accepted, provided they file a joint appearance with another qualified ATTORNEY and/or establish a law firm or submit a letter of arrangement subject to the prior approval of the COURT to assure the COURT reasonable coverage of assignments. The COURT may require, pursuant to Court Rule, that replacement of the assigned ATTORNEY, permanently or temporarily, requires prior approval of the assigned Judge.
- 13. This AGREEMENT may be terminated by the COUNTY, the COURT, or the ATTORNEY/S in the event the State of Michigan should preempt or modify the system for criminal case indigent defense; or, after notice, hearing, and finding by the Chief Judge of good cause, for failure of the ATTORNEY/S to comply with the Policy/Procedures Directive of the 37th Judicial Circuit Court dated January 1, 2010 (Directive Attached), the Michigan Rules of Professional Conduct, and the Michigan Court Rules; or if the COUNTY or the ATTORNEY/S fail to perform in a substantial manner the obligations specified in this AGREEMENT, as determined by the COURT. In the event of termination of the AGREEMENT, unless otherwise provided hereunder or directed by the COURT, the ATTORNEY/S appointed in each case still pending at that time shall continue with their obligations to represent the defendant/respondent as if this AGREEMENT were still in effect.
- 14. Each ATTORNEY shall have the right to subcontract or to hire other attorneys qualified to handle felony and other assigned appointments pursuant to the terms of this AGREEMENT at no additional cost to the COUNTY and with the prior written approval of the COURT and COUNTY. In all cases, however, the original ATTORNEY shall assume responsibility for all services offered. Further, the COUNTY and the COURT shall consider the original ATTORNEY to be the sole point of contact with regard to assigned cases, including payment of any and all amounts resulting from said AGREEMENT. If any part of these services is to be subcontracted, the original ATTORNEY shall provide a complete description of the work subcontracted and descriptive information about the subcontractor's organization and capabilities. The original ATTORNEY shall be completely responsible for adherence by the subcontractor to all provisions of this AGREEMENT. Subcontractors must comply with the terms of this AGREEMENT, including the requirements of the Court Policy/Procedures Directive dated January1, 2010 (Directive Attached), the Michigan Rules of Professional Conduct and the Michigan Court Rules. All subcontracting ATTORNEY/S and ATTORNEY/S participating in a group or association of attorneys will be expected to sign a contract.

15. Attorney(s) receiving appointments under this contract agree to participate, and will have the appropriate equipment to participate, in all provisions of the Michigan Court Rules concerning electronic processing of pleadings, of discovery and of any other exchange of information which are presently in effect or which take effect during the life of this contract.

Attorney(s) shall receive, at the option of the court, all court issued notices and documents in cases for which appointed under this agreement via email or other electronic means and shall keep the Court Administrator advised of their current email address to which such notices and/or documents may be sent.

Should the Michigan Supreme Court adopt rules permitting or requiring "e-filing" generally during the term of the agreements the parties will meet to discuss and resolve implementation matters related thereto.

16. Unless otherwise modified herein, the terms and conditions contained in RFQ # 112-12, Attorney's Response to RFQ # 112-12, are incorporated as part of this **AGREEMENT**. In the event of conflict, the documents shall prevail in the following order: This **AGREEMENT**, RFQ # 112-12, Attorney's Response to RFQ # 112-12.

17. Notices and communications required pursuant to the terms of this AGREEMENT shall be addressed as follows: for the COUNTY, to the Calhoun County Administrator/Controller, County Building, 315 West Green Street, Marshall, MI 49068; for the COURT, to the Circuit Court Administrator, 161 East Michigan Avenue, Battle Creek, MI 49014-4066; for the ATTORNEY/S, to John B. Sullivan and John D. Brundage, Attorneys at Law, 208 W. Michigan Avenue, Marshall, MI 49068.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing AGREEMENT on the date and year first above written.

COURTS/COUNTY OF CALHOUN

ATTORNEY/S

John A-Silliams

INDIGENT DEFENSE AGREEMENT

THIS AGREEMENT, made this 21st day of December, 2012, by and between the COUNTY OF CALHOUN, hereinafter referred to as the COUNTY, and the 37th JUDICIAL CIRCUIT COURT OF MICHIGAN, hereinafter referred to as the COURT, and INDIGENT DEFENSE CONTRACTORS IDG PLLC (James A. Sauber and Kenneth E. Marks), hereinafter referred to as the ATTORNEY/S:

WITNESSETH:

WHEREAS, the COUNTY is in need of a just, efficient and economical system for providing attorneys, at taxpayers' expense, to defend those individuals who are charged with felony criminal offenses, and who cannot afford to retain private counsel due to indigence; and

WHEREAS, the system which appears to offer the most satisfactory fulfillment of that need is that of a contract between the COUNTY, the COURT, and one or more ATTORNEY/S to provide said services as may be needed; and

WHEREAS, the ATTORNEY/S have represented that they are ready, willing and able to provide said legal services on a contractual basis.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

- 1. The effective term of this **AGREEMENT** shall be from January 1, 2013, through December 31, 2015; thereafter, if mutually agreeable, the contract can be extended on an annual basis for two additional one year terms but may not exceed five years total.
- 2. The ATTORNEY/S agree to provide legal defense services for those felony defendants determined to be indigent and for whom the ATTORNEY/S have been appointed and appeared, including final disposition thereof in any court having jurisdiction in the County of Calhoun, giving priority within their offices to said legal services, for up to the total amount of 600 such appointments for an attorney group or association, not to exceed 200 appointments to each individual attorney, per year of indigent felony cases, circuit court probation violations, certain criminal matter witness representations designated by law and felony-derived or investigatory lineups cognizable by the 37th Judicial Circuit Court.
- 3. The ATTORNEY/S shall represent, when appointed, only those defendants/respondents who are in fact eligible for court appointed counsel at public expense pursuant to the standards of Michigan law. In the event an ATTORNEY feels that an individual for whom he/she has been appointed is not or is no longer entitled to such representation under the law, the ATTORNEY shall bring the matter to the attention of the Circuit Court Administrator, in writing, for the further determination of the COURT. However, nothing set forth herein shall supersede the attorney-client privilege.

- 4. Representation of indigent defendants shall include the responsibilities set forth in Michigan Court Rule 6.005(H); the Michigan Rules of Professional Conduct, and the Michigan Court Rules. The responsibility of the ATTORNEY/S shall not extend to post conviction appeals.
- 5. The ATTORNEY/S eligible to receive appointments under the terms of this AGREEMENT, and their current competence classifications consist of:
 - {a} James A. Sauber, Level "B"
 - {b} Kenneth E. Marks, III, Level "B"
 - {c}
 - {d}
- 6. This **AGREEMENT** shall not cover the costs of transcripts, witness fees, mileage fees for witnesses, costs of service of process, of polygraph tests, psychiatric examinations for defendants, expert witness fees, or the same kinds of out-of-pocket costs, which shall be paid by the **COUNTY** separate and apart from this **AGREEMENT**, upon motion for and approval by the **COURT**.
- 7. In any case in which representing more than one defendant would create a conflict of interest, or when the interests of one defendant would create a conflict of interest, or when the interests of one defendant would create a conflict of interest with another indigent defendant, or when the interests of one defendant so conflict with the interests of other defendants that prejudice could result from joint representation, the **COURT** may make the appointment from another contracted firm, group or **ATTORNEY** for legal services in the representation of indigent defendants in felony actions cognizable by the 37th Judicial Circuit Court. If at any time the contracted **ATTORNEY**/S cannot represent an indigent defendant because of a conflict of interest, the **COURT** shall appoint other counsel and the **COUNTY** shall pay for said legal services so furnished.
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- 9. The ATTORNEY/S agree to maintain adequate professional liability insurance, hold harmless and indemnify the COUNTY, the COURT, and the CALHOUN COUNTY BOARD OF COMMISSIONERS, the JUDGES, and their agents, officers, and employees from any and all liability arising out of the ATTORNEY/S' acts or omissions arising under the terms of this AGREEMENT. The ATTORNEY/S shall not be liable for any claims, demands, damages, costs, expenses or attorney fees arising out of an act or omission on the part of the COUNTY and the COURT, it officers, agents, servants, and employees. In addition, the ATTORNEY/S shall at all times during this AGREEMENT maintain professional liability insurance at a minimum of \$300,000.00 for each occurrence/\$100,000.00 for each individual, with companies licensed to conduct business in the State of Michigan. Attorneys who are awarded appointments will be required to provide proof of said insurance to the COUNTY and the COURT by January 1, 2013. Attorneys will be required to maintain required levels of insurance throughout the term of the contract and to notify the COUNTY and the COURT of any changes in insurance coverage.

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IN WITNESS WHEREOF, the parties hereto have executed the foregoing AGREEMENT on the date and year first above written.

COURTS/COUNTY OF CALHOUN

ATTORNEY/S



Sharon D. Lemasters

Telephone: Clerk: (734) 240-7020 Deeds: (734) 240-7390 Fax: (734) 240-7045 Email:

Sharon Lemasters@monroemi.org

Monroe County Clerk/Register of Deeds
Monroe County Courthouse • 106 East First Street • Monroe, Michigan 48161-2185

12/11/13

Marla R. McCowan, CDRC Manager State Appellate Defender Office Penobscot Bldg, Ste 3300 645 Griswold Detroit, MI 48226-4281

Re: Attorneys Taking Criminal Assignments

Dear Ms. McCowan,

Enclosed please find a list of attorneys that currently take appointments in Monroe County. By resolution of the County Board of Commissioners, the rate of pay is \$52.00 per hour for the cases they are appointed to. I am also enclosing a copy of the Local Administrative Order that outlines selection criteria, procedures, appointment process, and compensation method, etc. Additionally, I am enclosing a copy of our Tier classifications.

If you have any questions, please contact me at (734)240-7026.

Sincerely,

Sharon D. Lemasters,

Monroe County Clerk/Register of Deeds

Enclosure(s)

Bar Number	Last Name	First Name	Street Address	City	State	Zip	Bar Entry Date
43740	ALEXANDER	CHRISTOPHER	19 E FIRST	MONROE	MI	48161	09-Nov-90
Spanis in the state of the stat	BARTLETT	JAMES	115 E FRONT	MONROE	Mi	48161	24-Nov-97
77264	BRAUNLICH	BRITTANY	19 E FIRST ST	MONROE	MI	48161	20-Jun-13
64565	BRESCOL	ANTHONY	8336 MONROE, STE 204	LAMBERTVILLE	MI	48144	12-Nov-02
62579	BRUCE	RONALD	53 S. MONROE	MONROE	MI	48161	24-May-01
39978	CALDER	THOMAS	25 S MONROE, STE 103	MONROE	MI	48161	08-May-87
64661	CALKINS	JAROD	53 S MONROE	MONROE	MI	48161	19-Nov-02
65488	CHABALOWSKI	ALEC	177 TECUMSEH, STE 1	DUNDEE	MI	48131	04-Jun-03
23266	DAVIES	JAMES	25 S MONROE, STE 205	MONROE	MI	48161	14-Dec-73
47048	DEKU	JOHN	6530 SECOR, STE 6	LAMBERTVILLE	MI	48144	18-Nov-92
72252	ELOFF	MELISSA	8300 JACKMAN	TEMPERANCE	MI	48182	03-Dec-08
75946	FLEMING	CHRISTOPHER	19 E FIRST	MONROE	Mi	48161	14-May-12
59498	GANTZOS	MARY	13526 VENETIAN	MONROE	MI	48161	25-Feb-05
45382	GONTA	JOHN	105 E FRONT, #5	MONROE	MI	48161	25-Nov-91
49927	GRENN	DAVID	113 E FRONT	MONROE	MI	48161	13-Jun-94
76888	HAWKINS	TROY	19 E FIRST	MONROE	MI	48161	11-Mar-13
48687	HILLS	CHRISTINA	14930 LAPLAISANCE	MONROE	MI	48161	TALL AND A TO A CONTRACTOR OF THE ABOVE THE CONTRACTOR OF THE ABOVE THE ABOV
48738	HOFFMAN	BONITA	3554 S CUSTER	MONROE	MI	48161	17-Nov-93
71043	HUBBARD	LEAH	222 WASHINGTON	MONROE	MI	48161	17 1101 33
69875	HYDER	STEVEN	3343 MAPLEWOOD	MONROE	MI	48162	20-Nov-06
68582	JANOS	LISA	222 WASHINGTON	MONROE	MI	48170	16-Nov-05
73959	JEDINAK	STEVEN	619 ROSEWOOD	MONROE	MI	48162	07-Jul-10
15572	JONES	GREGORY	23 WASHINGTON	MONROE	MI	48161	08-Dec-72
65461	KACZMAREK	JASON	12 E THIRD	MONROE	MI	48161	29-May-03
74143	KAZMIERSKI	KRISTIN	25 S MONROE, STE 310	MONROE	MI	48161	28-Oct-10
70938	KERSHAW	JOEL	12940 MATTHEWS	CARLETON	MI	48117	19-Nov-07
65487	KHAN	SAJID	12 E THIRD	MONROE	MI	48161	04-Jun-03
43873	LAITUR	TIMOTHY	7931 ANTES	MONROE	MI	48162	15-Nov-90
64666	LANDIS	JAHN	222 WASHINGTON	MONROE	MI	48161	20-Nov-02
67615	LAURAIN	KENNETH	204 S MACOMB	MONROE	MI	48161	22-Nov-04

***************************************	LIEVENS	J HENRY	19 E FIRST	MONROE	MI	48161	17-Jun-04
**************************************	MANION	ROBERT	7431 JACKMAN, PO 307	TEMPERANCE	MI	48182	17-Dec-73
X = X = X = X = X = X = X = X = X = X =	MATIASH	MELISSA	123 S MACOMB	MONROE	MI	48161	26-Nov-01
	MEEHAN	PATRICK	3475 DEEPWOOD	LAMBERTVILLE	MI	48144	07-Jun-10
9075 - 43 LF 384511 FEST SECRETAVACED ON PARTY PROPERTY PROPERTY.	NEINAS	SCOTT	115 E FRONT	MONROE	MI	48162	25-Nov-09
**************************************	NIEMIEC	KYRSTEN	2 E FIRST ST STE 207	MONROE	MI	48161	8-radilda nama (4-1110) 200780 (20078) 224 dec m. (22 8911) 884
52545	PERELMAN	BRETT	602 BORGESS	MONROE	MI	48162	17-Apr-95
75910	PUTZ	ANTHONY	105 E FRONT, STE 202	MONROE	MI	48161	08-May-12
	RICHILEAU	JESSICA	53 S MONROE	MONROE	Mi	48161	25-May-10
63399	SMITH,MICHAE L	MICHAEL	2443 GLENDA	MONROE	MI	48162	02-Jan-02
29750	SMITH,RUSSELL	RUSSELL	9042 LEWIS, PO 490	TEMPERANCE	MI	48182	17-May-79
61467	SUTHERLAND	JESSICA	177 TECUMSEH ST STE 1	DUNDEE	MI	48131	03-May-13
28578	SWINKEY	EDWARD	9042 LEWIS, PO 490	TEMPERANCE	MI	48182	05-May-78
76566	TAUB	CHANNING	7053 POWLESLAND	TEMPERANCE	MI	48182	16-Nov-12
52815	TRIKES	LILLIAN	1118 A S TELEGRAPH	MONROE		48134	07-Jun-95
75193	TURNER	NICHOLAS	49 S MONROE ST	MONROE	MI	48161	24-Oct-11
71585	VITITOE	MATT	12 E FOURTH	MONROE	MI	48161	19-May-08
64639	WOOD	DANIEL	113 E FRONT ST	MONROE	MI	48161	16-Nov-04
55772	YORKEY	JEFFERY	127 E FRONT	MONROE	MI	48161	19-Nov-96
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HON. JACK VITALE
CHIEF DISTRICT JUDGE
HON. MARK S. BRAUNLICH
DISTRICT JUDGE
HON. TERRENCE P. BRONSON
DISTRICT JUDGE



MICHELLE M. MARCERO COURT ADMINISTRATOR TELEPHONE (734) 240-7075 FAX (734) 240-7098

STATE OF MICHIGAN

DISTRICT COURT • FIRST JUDICIAL DISTRICT

106 EAST FIRST STREET • MONROE, MICHIGAN 48161-2186 MONROE COUNTY

REQUEST for COURT APPOINTED ATTORNEY

Court Appointed Attorneys shall be classified on the Appointment List at Tier Levels, TIER I, II, or III:

TIER I:

An attorney with less than one year of criminal practice experience shall be appointed to cases involving all misdemeanors, Circuit and District Court violations of probation and all felonies whose statutory sentence is five years or less.

TIER II:

An attorney with at least one year of criminal practice experience but less than five years shall be qualified to take all Misdemeanors, Circuit and District Court violations of probation and all felonies whose possible statutory sentence is fifteen years or less.

TIER III:

An attorney with more than five years of criminal practice experience shall be qualified to handle all cases covered by Tier I and Tier II and all felonies, including felonies classified as capital offenses or whose possible statutory sentence is life.

Telephone: (734) 240-7060 Fax: (734) 240-7132



State of Michigan

Circuit Court · 38th Judicial Circuit Honorable Michael W. LaBeau Chief Circuit Judge Gail A. McGregor
Secretary
Carol A. O'Dell
Recorder
Ken Booker
Bailiff
Michael LaVoy
Bailiff

Administrative Order 2010-01 JO Administrative Order 2010-02 JO

Appointment of Counsel for Indigent Parties

IT IS ORDERED:

This administrative order is issued in accordance with MCR 8.123, effective April 23, 2010. The purpose of this order sets forth the procedure for selection, appointment and compensation of counsel who represent indigent parties in Monroe County upon approval by the State Court Administrative Office. This order does not apply to matters under the jurisdiction of the Juvenile Section of the 38th Circuit Court. [The previous administrative order 2003-06 JO for the 38th Circuit Court and the 1st District Court is hereby rescinded.]

1. Selection Criteria and Procedures:

- Attorneys shall be selected from an Attorney Assignment List. This is a solicited list of attorneys who have expressed an interest in receiving appointments from either the 38th Circuit Court and/or the 1st District Court. Interested attorneys shall complete an Application to Receive Court Appointments which designates their areas of expertise in related matters and submit the same to the Monroe County Clerk. Said attorneys must be members in good standing with the State Bar of Michigan and the Monroe County Bar Association. They must maintain a physical office within the County of Monroe. They must submit and maintain a current e-mail address. Additionally, the attorney must possess the skill and ability to provide competent representation in the case categories under the jurisdiction of these Courts and complete any and all training as mandated by the Courts.
- Per an established practice between the 38th Circuit Court and the Monroe County Board of Commissioners, the Monroe County Clerk will categorize each attorney to a Tier Level based on the classifications listed below and from the information contained in each attorney application:
 - a) Tier I: An attorney with less than one year of criminal practice experience shall be appointed to cases involving all misdemeanors, Circuit and District Court violations of probation and all felonies whose statutory sentence is five years or less.
 - b) Tier II: An attorney with at least one year of criminal practice experience but less than five years shall be qualified to take all

Misdemeanors, Circuit and District Court violations of probation and all felonies whose possible statutory sentence is fifteen years or less.

- c) Tier III: An attorney with more than five years of criminal practice experience shall be qualified to handle all cases covered by Tier I and Tier II and all felonies, including felonies classified as capital offenses or whose possible statutory sentence is life.
- d) An attorney on the List will have to notify the Monroe County Clerk by email or in writing in order to be moved to a next Tier as years of criminal practice are obtained (normal Tier eligibility). An attorney desiring re-classification prior to normal Tier Level eligibility shall resubmit a new application to the Monroe County Clerk which will be submitted to the Chief Judges for approval. A Monroe County Judge has the discretion to assign an attorney at a higher level regardless of Tier eligibility.
- e) The Judges of the 38th Circuit Court and the 1st District Court reserve the right to remove attorneys from the court appointment list for evidencing a lack of competency, including but not limited to: Failing to appear timely for hearings; Failing to communicate with a client in a reasonable amount of time; Lacking an understanding of the law applicable to the case; Lacking adequate preparation in any case; Violating the Rules of Professional Conduct; Failing to follow this Local Administrative Order.

Appointment Process: -

- A Monroe County Judge may order the appointment of an eligible attorney for an indigent party upon determining that the individual is unable to financially retain their own attorney. The Judge shall consider the individual's financial status and direct said individual to complete a Request for Court Appointed Attorney form. The Judge may order the individual to contribute to the cost of the appointed attorney.
- The Monroe County Clerk has agreed to be designated as the Administrator of the court appointed counsel system for the 38th Circuit and 1st District Courts.
- All Attorney Appointments for 38th Circuit Court cases and 1st District Court cases shall be made by the Monroe County Clerk using an established order of rotation and shall take into consideration the Tier level and/or qualifications of the attorney. The Monroe County Clerk will monitor the placement of an attorney in the proper rotation when the Appointment is made directly by a Judge. If an attorney is unavailable, unwilling or unable to accept the appointment, the Administrator shall proceed to the next eligible attorney on the list. The administrator shall strive to ensure that each eligible attorney receives a similar number of cases as to all the attorneys on the list in any given calendar year. Special consideration may be given to any attorney who was previously appointed to represent a certain individual and/or who already represents the individual as a court appointed attorney in a different court, in order to ensure the utmost familiarly with the case and/or individual and to

achieve the highest efficiency in handling the case. Each Court shall maintain annual statistics to reflect the number of cases and the amount of compensation earned by a named attorney.

3. Compensation Method:

- Attorneys appointed to represent indigent parties shall submit a detailed hourly statement in tenths of an hour of fees earned at the rate of compensation set by the Monroe County Board of Commissioners. The attorney fee statement shall be submitted within thirty (30) days of completion of service. Any attorney fee statement not submitted within thirty (30) days of completion of service may not be honored.
- The 38th Circuit Court and the 1st District Court will designate individuals within their respective Clerks Offices to review attorney fee statements for each Court. The reasonableness of service performed and time spent will be reviewed by the court before authorizing payment by the county.

4. Maintenance of Records:

- The 38th Circuit Court designates the Monroe County Clerk and the 1st District Court designates the 1st District Court Administrator to maintain the following records:
 - a) Number of appointments given to each attorney by the court.
 - b) Number of appointments given to each attorney by each judge.
 - c) Total amount of public funds paid to each attorney by the court.
 - d) Total amount of public funds paid to each attorney for appointments by each Judge of the court.
- These records will be retained pursuant to SCAO General Schedule 16 and available for inspection upon a written request made to the designated office of each court. Requests and/or associated costs are regulated in the Local Administrative Order for the Monroe County Courts Inspection, Reproduction and Creation of Court Records.

Date: <u>April 27, 2010</u>

Hon. Michael W. LaBeau, Chief Judge 38th Judicial Circuit Court

Høn. Jack Vitale, Chief Judge

District Court

TIMOTHY P. PICKARD THIRTY-NINTH JUDICIAL CIRCUIT Rex B Martin Judicial Building

425 N. Main Street Adrian, MI 49221

STATE OF MICHIGAN

Circuit Judges

Timothy P. Pickard

Margaret M.S. Noe

12/10/2013

State Appellate Defender Office Suite 3300, Penobscot Bldg. 645 Griswold Detroit, MI 48226-4281

Attention:

Circuit Judge

Ms. Marla R. McCowan

CDRC Manager

RE:

Criminal Court Appointments, Circuit and District Court

Dear Ms. McCowan:

Enclosed please find a copy of the list of court appointed attorneys for District Court and fee schedule, as well as a copy of the list of contracted attorneys for Circuit Court with a copy of the public defender contract. We do not have an eligibility standard and forms used for the assignment of counsel in criminal cases. The Judges select the Court appointed attorneys. The guidelines of the Michigan Indigent Defense Commission have not been published yet, so we don't know what they are.

Please let us know if you require further information. Thank you.

Very truly yours,

Beth Morse

Secretary/Assignment Clerk to the

Hon. Timothy P. Pickard, Circuit Judge

Enc.

AND COURT APPOINTED ATTOONING	District	Pourt		
J. Glaser P36684 263-1033				September 30, 2013
D. McFarland P57279 266-7800				
S. Molaro P42566 419/249-2707				
M. Rains P55246 263-6180				
G. Teague P28902 263-9400				
R. Underwood P41009 265-6082				
P. Schaedler P35047 263-2832				
G. Garno P39084 264-1924				
D. VanDusen P69647 263-9700				
Catherine A. Sala P71752 263-4634				
David Lacasse P71171 263-2832				
Diane Molitierno P73279 419-237-2661				
T. Morgan P74142 263-3200				
P. Jackson P28892 263-5544				
A. Hanson P77275 263-5544				
J. Frost P74095 263-8866				***************************************
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J. Glaser P36684 263-1033				
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David Lacasse P71171 263-2832				
Diane Molitierno P73279 419-237-2661(\$11.00)			·	
T. Morgan P74142 263-3200				
P. Jackson P28892 263-5544				
A. Hanson P77275 263-5544				
J. Frost P74095 263-8866	<u> </u>			

DISTRICT COURT ATTORNEY FEES SCHEDULE (3/2007)

Court Appearance i.e. arraignment, pre-trial, exam waived status conference	\$ 45.00
Dismissal	100.00
Pre-trial/Status Conference resulting in plea only	55.00
Pre-trial/Status Conference resulting in plea and sentencing same day	75.00
Preliminary Examination Held	85.00
Preliminary Examination not held, charge reduced, plea taken	75.00
Remand	75.00
Sentencing/VOP Plea and Sentencing/Contempt Hearing	60.00
Motion to Quash/Suppress	85.00
Motions-All Others	55.00
Bond Hearings (by appearance or stipulation)	45.00
Jury (per 1/2 day) Jury (over one day, per 1/2 days) Deft FTA - Atty preparer there for JT \$250.00 Bench (including contested VOP hearings) \$60.00 1st hr; \$50 proceeding hrs or prorated on 1/2 hr including	200.00 125.00 erements
Lineups during business hours outside business hours	40.00 50.00- 70.00
Mileage (County employee rates, currently \$.50 mi) Blissfield, Tecumseh (22 mi x .50 mi) \$11.00 Morenci, Hudson (40 mi x .50 mi) \$20.00 Clinton, Brooklyn, Wauseon, Fayette (30 mi x .50 mi) \$15.00 Molaro \$11.00 Underwood \$11.00	

March 24, 2010

(x) Per Judge Sheridan - 4-4-12

CIRCUIT COURT PUBLIC DEFENDERS

ANNA MARIE ANZALONE P63267 517-263-9906

JOHN GLASER P36684

517-263-01033

DAWN VAN DUSEN

517-263-9700

PUBLIC DEFENDER CONTRACT CIRCUIT COURT FOR THE COUNTY OF LENAWEE

THIS CONTRACT made the ______ day of __November__, 2013, between the Thirty-Ninth Judicial Circuit Court, County of Lenawee, State of Michigan (hereinafter referred to as "the Court") and ANNA MARIE ANZALONE, Attorney at Law (hereinafter referred to as "the Contractor"),

Witnesseth:

The Contractor agrees to accept appointments to represent defendants determined by the Court to be indigent in Circuit Court crimes, violations of probation, extradition, contempt of court and paternity cases only; from commencement of the case through sentencing, and MCR 6.500 et seq matters to completion. The Contractor will accept such appointments on a rotating basis with two other Contractors selected by the Court on a blind draw system in such categories as the Court may devise to provide an approximately equal distribution of the cases assigned with reference to the expertise and time required.

The Contractor, when assigned a case, shall be responsible for providing competent professional representation for the defendant. The Contractor may trade cases or parts of cases with other competent attorneys, but shall have full responsibility for the compensation and supervision of such attorneys.

Thousand (\$3,000.00) Dollars per month, payable on the first day of each month in advance, commencing January 1, 2014. In addition, the Court will pay to the Contractor his/her reasonable expense of subpoening and paying witnesses, long distance telephone calls, automobile mileage and transcripts reasonably necessary to representing a defendant so assigned. Mileage will be compensated at the then current rate for Lenawee County employees. The Contractor shall be responsible for all other expenses. In extraordinary cases the court may,

upon request of a

Contractor, authorize extraordinary expenditures necessitated by the case and pay those expenditures. In any assigned case in which any one trial lasts longer than two (2) days, the Contractor shall receive Two Hundred Seventy-Five (\$275.00) Dollars for each day and One Hundred Fifty (\$150.00) Dollars for each half day that the trial exceeds two (2) days.

In addition to the fees paid by the Circuit Court to the Contractor, the Contractor shall receive such fees as the District Court pays on behalf of the indigent for necessary representation of the indigent on the assigned case in District Court, such as preliminary examination, waiver of preliminary examination and motions.

The Court agrees that the contractor shall not be disqualified from representing non-indigent defendants or any other legal practice by reason of entering into this contract, except as professional standards and ethics may require.

The Court further agrees that this contract shall not preclude the Contractor from accepting indigent cases in District Court and/or Probate Court.

The Court further agrees that upon the request of the Court or any contractor not less than sixty (60) days nor more than ninety (90) days before the expiration of the term of the contract, the Court will meet with the contractors and attempt to work out an agreement for extension and/or revision of the contract.

The term of this contract shall be for one (1) year, commencing on January 1, 2014.

Except as hereinbefore provided, the parties agree that neither party has an obligation to continue past the term of a given contract or to enter into further contracts. However, the Court will attempt to negotiate a new contract with the existing Contractors before seeking a new contractor so long as the services of the Contractor are satisfactory and his/her conduct complies with proper professional standards. The court shall be the sole judge as to whether the Contractor is providing competent representation and incompetent representation shall be grounds for termination of the contract without notice. In the event of termination of the contract

for whatever reason except incompetence, the Contractor shall continue representation of any indigent person until such time as that case has been completed by sentencing or dismissal or reassignment to a new counsel. The Court shall make such re-assignment as expeditiously as possible.

The parties agree that the Contractor is not an employee of the Court but is an independent contractor.

The Court further agrees that in the event the Contractor is sued for malpractice arising out of any case assigned to the Contractor under his/her contract, the Court will pay the deductible on the Contractor's malpractice insurance up to a maximum of Two Thousand Five Hundred (\$2,500.00) Dollars per case.

Witnessed:		THIRTY-NINTH JUDICIAL CIRCUIT COURT
Witness	by	TIMOTHY P. PICKARD, Circuit Judge
		and MARGARET M. S. NOE, Circuit Judge
XX.7.1	_	
Witness		ANNA MARIE ANZALONE

255 Clay Street, Lapeer, Michigan 48446

Telephone: (810) 667-0358 (810) 667-0264



□ Urgent	☐ For Review	☐ Please Comment	☐ Please Reply	☐ Please Recycle
Re:	appointed	attorney lee	4 Lest	
Phone:	810-245	C)ate: 12.12	
Fax:	313-945-6		Pages:	0.000
From;	Seb			
To:	Heather	Waara		

Comments:

Heather

The fie schidule submitted last year is the same schedelic

as last year. There were no changer.

Dutrict Court is responsible for the Court appointed littorney but as most attorneyo are appointed at Heat level. If Circuit Court appoints an attorney, we use the list They have prepared . I am sending a capy of the last we are currently waing.

12-06-13 -Fri	Edward Farrell III	P46813	245-1200
12-06·13 –Fri	Michael Rolando	P76035	664-9534
12-13-13 -Fri	Dan VanNorman	P34222	667-3601
12-13-13 –Fri	Catherine Bostick	P53057	667-3217
12-20-13 –Fri	Christine Strasser	P43919	678-8811
12·20·13 -Fri	David Richardson	P38038	667-2055
12-26-13 -Thur 1:30 pm	Erin Zettle	P70611	664-9534
12-26-13 -Thur 1:30 pm	Colleen Starr	P73668	664-9908
01-03-14 –Fri	Steven Newlin	P61266	245-1200
01-03-14 -Fri	Andrew Kozyra	P38309	338-7832
01-10-14 -Fri	Kayleen Hendler	P48807	248-969-2034
01-10-14 ·Fri	Jodie Quisenberry	P75664	248-420-1960
01.10.14 Ltt	sourc dardemerry	110004	210 120 3000

01-17-14Fri	i Larry Kozma	P27227	248-620-6000
01-17-14 -Fri	Phil Fulks	P44140	586-946-0375
01-24-14 -Fri	Renee Picard	P55980	664-9534
01·24·14· Fri	Raymond Mashni	P48692	245-2042
01-31-14 -Fri	Julie Nash-Flanders	P65998	796-3013
01-31-14 –Fri	Bernard Jocuns	P65478	245-8900
02-07-14 –Fri	Rex A. Ziebarth	P39940	358-8828
02-07-14 –Fri	Mark Scully	. P38925	245-6082
02·14·14 –Fri	John Lengemann	P16553	724-2565
02-14-14 -Fri	Michael Gildner	P49732	235-9000

Any questions, concerns or changes, please contact Pam at 810-245-4771. Revised 10-29-13

February 2014 Indicated "NO CHANGE"

THE CIRCUIT COURT FOR

THE FORTY-FIRST JUDICIAL CIRCUIT

MICHIGAN

COUNTIES OF DICKINSON - IRON - MENOMINEE

Circuit Judge MARY B. BARGLIND

P.O. Box 609 Dickinson County Courthouse Iron Mountain, MI 49801



Circuit Judge RICHARD J. CELELLO

> Phone (906) 774-2266 Fax (906) 779-0587

Ms. Dawn VanHoek State Appellate Defender Office 645 Griswold Street Detroit, MI 48226-4281

Re: 41st Circuit Court Indigent Contract Information

Dear Ms. VanHoek:

Enclosed please find the Indigent Appointment Agreements for Menominee, Dickinson and Iron Counties.

In Dickinson County the attorneys taking indigent appointments are Atty. Grant Carlson, Atty. Daniel Jaspen, Atty. Daniel Anderson and Atty. Kalen Lipe.

In Menominee County the attorneys taking indigent appointments are Atty. Steve Benson, Atty. Wayne Erickson, Atty. Joseph Klumb, Atty. Randall Philipps, Atty. Geoffrey Sparks and Atty. Elizabeth LaCosse.

In Iron County the attorneys taking indigent appointments are Atty. Matthew Tingstad,* Atty. Donald Powell and Atty. Geoffrey Lawrence.

Sincerely,

Mary É. Rigoni Judicial Secretary

Lymn

*Note Mr. Tingstad does not accept felony work therefore his compensation is different.

Enc.

INDIGENT APPOINTMENT AGREEMENT

Whereas the Judges of the 41st Circuit Court of the County of Dickinson have determined it to be appropriate to enter into a contractual agreement with certain members of the Dickinson County Bar Association for the representation by those attorneys of indigent defendants charged with offenses cognizable by the Dickinson County Circuit Court;

And whereby the Judges of the Circuit Court have pre-screened the involved attorney and have determined the general competency of the attorney to handle Circuit Court criminal offenses in Dickinson County;

It is therefore agreed by and between the Judges of the Dickinson County Circuit Court, hereafter referred to as "Judges" and Daniel Jaspen, hereafter referred to as "attorney":

1. TERM

The term of this agreement shall be two years commencing on January 1, 2011, and terminating on December 31, 2013 and shall automatically renew for one year providing no action has been taken by the County Board to amend or alter this agreement prior to January 1, 2013.

2. SERVICES

The attorney shall provide indigent criminal appointment services as attorney for defendants charged with criminal offenses cognizable by the Dickinson County Circuit Court. The determination of indigency shall be made by the Dickinson County District Court in such a manner and at such time as the Court may determine (in some instances the determination of indigency and appointment of an attorney may occur at the Circuit Court level). The attorney shall receive one-fourth of all covered appointments for 2011 and 2012, excepting that Judges shall have the exclusive right to temporarily remove attorneys from the rotation in order to equalize the work load by the participating attorneys. If a legitimate need arises, another attorney in a multi-attorney firm may substitute for the attorney in a pending proceeding with the consent of the appropriate Court. In such cases, no additional compensation will be paid. In rendering services, attorneys shall strictly adhere to the Code of Professional Responsibility.

3. COMPENSATION AND COSTS

In consideration for services rendered the attorney shall be paid by the County of Dickinson in equal monthly installments. All payments will be made in the name of the attorneys unless a contrary designation is filed in writing by the attorneys. Each participating attorney shall be paid an equal share of the total compensation. The Court reserves the right to add additional attorneys to the contract. All attorneys subject to this contract shall receive reimbursement pursuant to the following schedule:

The attorney will be paid compensation at the minimum rate of \$28,187.50 per year for services rendered from January 1, 2011, through December 31, 2011. The total

compensation paid to all four participating attorneys shall not exceed \$112,750 under this contract. Payment will be made at the rate of \$2,348.96 per month. In addition each attorney shall be compensated at the rate of \$150 per day for each day spent in trial in 2011 (Not included in the \$140,000 total).

The attorney will provide the Court, on a monthly basis, a statement of hours worked with regard to each particular matter before the court.

Nothing herein shall bar the attorney from requesting additional sums of money from the Court for additional costs in appropriate cases such as the cost of investigators or expert witnesses. The monthly compensation paid shall, however, include the cost of copying and other minor in-house expenses of the attorney.

4. RETENTION BY FIRM

Should an attorney from a multiple attorney firm be unable to fulfill this agreement due to incapacitation, death or transfer from the area, this agreement may be assigned by Judges to a remaining qualified firm member.

5. TERMINATION

Either party shall have the right to terminate this agreement upon 30 days written notice to the attorney or Chief Circuit Court Judge or immediately upon breach by attorney of the Code of Professional Responsibility. In the event of termination, the Judges in their sole discretion, have the right to reassign any pending case to another participating attorney or have the attorney continue any representation on a per-hour fee basis.

6. INDEPENDENT CONTRACTOR

It is expressly agreed between the Circuit Court, County and Attorneys that each attorney is acting solely as an independent contractor. By signing this agreement each attorney represents that he/she does not work exclusively for the Courts and/or County and understands he/she is not entitled to any employee benefits offered by the County, including, but not limited to, workers compensation coverage.

This agreement is signed by the pa	rties on the 7th day of February,
201	Barre Wanten
Richard J. Celello	Henry Wender
41st Circuit Court Judge	Chairman, Board of Commissioners
Mary B. Barglind	Daniel Jaspen
41st Circuit Court Judge	€n

IRON COUNTY TRIAL COURT PUBLIC DEFENDER AGREEMENT

THIS AGREEMENT, made this 1st day of January, 2011, among the Chief Trial Court Judge of the Iron County Trial Court, hereinafter referred to as the Chief Judge; Iron County, a Michigan Corporation, hereinafter referred to as County: and Attorney Donald Powell, hereinafter referred to as Public Defender, witnesseth:

WHEREAS, the County is in need of continuing just, effective and an economical system for providing public representation at County expense to represent those individuals coming within the Court's jurisdiction who cannot retain private counsel due to indigency; and

WHEREAS, the system which appears to offer the most satisfactory fulfillment to that need is that of a contract between the Chief Judge and one or more lawyers or law firms to provide such services as may be needed; and

WHEREAS, the Public Defender having been deemed qualified by the Chief Judge and having represented that he is ready, willing, and able to provide such services on a contractual basis;

NOW, THEREFORE, the parties do hereby mutually agree to the following:

- 1. The term of this Agreement shall be from January 1, 2011 through December 31, 2011.
- 2. The Public Defender agrees to provide legal defense services for misdemeanor offenses; certain misdemeanor contempt of court hearings; misdemeanor probation violations hearings; juvenile delinquency proceedings; neglect/abuse proceedings; probate court proceedings; mental health hearings: criminal circuit court proceedings; and district felony cases, involving indigent defendants.
- 3. If it is judicially determined that a person accused of a misdemeanor and/or felony and/or any of the proceedings above described is entitled to court appointed counsel, then said Chief Judge shall appoint Public Defender to represent said accused.
- 4. If it is judicially determined that the Public Defender is unable to represent an otherwise eligible indigent criminal defendant because of a conflict of interest, then said judge shall appoint another Public Defender.
- 5. The Court will make every reasonable effort to coordinate the setting of hearings and conferences for the convenience of the Public Defender.
- 6. The Public Defender agrees to conduct himself in a professional matter consistent with the standards as promulgated by the State Bar of Michigan. The Public Defender shall be properly attired at all Court scheduled hearings/conferences.

- 7. The Court shall appoint approximately 50% of the circuit, and 33 1/3% of district, juvenile delinquency, probate, mental health and neglect/abuse proceedings to Attorney Donald Powell and the Public Defender agrees to represent these defendants. The Public Defender shall also attend one-half (½) of Drug Court staffings and hearings.
- 8. As complete compensation for attorney fees and office costs, the Public Defender shall be paid by the Court in 12 (twelve) equal installments of Two Thousand Seven Hundred Fifty Three and 47/100 Dollars (\$2,753.47) on or about the first day of each month, and shall commence on January 1, 2011 and through December 31, 2011.
- 9. This Agreement may be terminated for any of the following reasons:
 - A. If the Public Defender fails to perform his obligation under this Agreement in a manner satisfactory to the Chief Judge.
 - B. Upon 60 (sixty) days written notice by the County or Chief Judge.
 - C. Upon 60 (sixty) days written notice by the Public Defender.
- 10. The Public Defender agrees to keep adequate records of all appearances and services on behalf of defendants represented under this Agreement, and shall make such records available to the Chief Judge as it shall reasonably direct.
- 11. The Agreement contains the complete expression of the parties' understanding. All prior contemporaneous oral or written understandings or promises are merged herein. This Agreement can only be amended or supplemented by a writing signed by all parties.

Dated: 1-20-1/

C. Joseph Schwedler

Chief Judge

Dated: // 20/11

Chairperson, Iron County

Board of Commissioners

Dated: 0/-20-//

Donald Powell

Attorney at Law

COURT APPOINTMENTS FOR 01/01/11 TO 12/31/11

GEOFFREY LAWRENCE	DONALD POWELL	MATTHEW TINGSTAD
01/03/11	01/10/11	01/17/11
01/24/11	01/31/11	02/07/11
02/14/11	02/22/11*	02/28/11
03/07/11	03/14/11	03/21/11
03/28/11	04/04/11	04/11/11
04/18/11	04/25/11	05/02/11
05/09/11	06/01/11*	06/06/11
06/13/11	06/20/11	06/27/11
07/05/11*	07/11/11	07/18/11
07:25-11	08/01/11	08/08/11
08/15/11	08/22/11	08/29/11
09/06/11*	09/12/11	09/19/11
09/26/11	10/03/11	10/11/11*
10/17/11	10/24/11	10/31/11
11/07/11	11/21/11	11/28/11
12/05/11	12/12/11	12/19/11

^{* -} These dates do not fall on Monday

Fax from : 1906863581900 $11-29-11 08:49 P_g: 3$

INDIGENT APPOINTMENT AGREEMENT

THIS AGREEMENT, entered into by and between the 41st Circuit Court for the County of Menominee, the 95A District Court for the County of Menominee, and the Menominee County Probate Court, hereafter collectively referred to as "Court" and Janis Burgess, and hereafter referred to as "Attorney".

TERM

This agreement shall be for a month to month basis, commencing on February 1, 2008.

SERVICES

The attorney shall provide the Court with indigent criminal appointment services. In Probate Court and the Family Court Division of the Circuit Court said services shall include appointments in the following types of cases: delinquency, child abuse, child neglect, and termination of parental rights, except that, even though the Probate Court may appoint an attorney and/or guardian ad litem in adult and minor guardianship and conservatorship cases, including DDP guardianship, said attorney shall bill the estate or petitioner for said services. The petitioner in all such cases shall be advised of the same. Mental commitment cases shall continue to be appointed through the Probate Court and such services are included in this agreement.

The attorney shall receive a proportional amount of the appointments from each named Court, except that Court shall have the exclusive right to temporarily remove a participating attorney from the rotation in order to equalize the workload among the participants. If a legitimate need arises, another attorney in a multi-attorney firm may substitute for the appointed attorney in a pending proceeding with the consent of the appropriate Court. In such cases, no additional compensation will be paid. In rendering services, the attorney shall strictly adhere to the Code of Professional Responsibility.

COMPENSATION

In consideration for services rendered, the attorney shall be paid by the County of Menominee, in equal monthly installments. All payments will be made in the name of the attorney unless a contrary designation is filed in writing. Each participating attorney shall be paid an equal share of the total compensation. The Court reserves the right to add additional attorneys to the contract. All attorneys subject to this contract shall receive reimbursement pursuant to the schedule following:

Commencing October 1, 2006, the total compensation paid to all six participating attorneys shall be 147,808.00.

RETENTION

Should an attorney from a multiple attorney firm be unable to fulfill this agreement due to incapacitation, death or transfer from the area, this agreement may be assigned by the Court to a remaining qualified member.

TERMINATION

The Court shall have the right to terminate this agreement upon thirty (30) days of written notice to attorney or immediately upon breach by attorney of the Code of Professional Responsibility. In the event of termination, the Court, in its sole discretion, has the right to reassign any pending cases to another participating attorney or have the attorney continue any representation on a per hour basis.

An attorney may terminate this agreement by providing a thirty (30) day written notice to each of the judges indicated in this contract. He or she shall attempt to complete all pending cases within the thirty (30) days, and those not completed shall be assigned to another attorney

The Amended Contract entered into with Attorney Burgess as of February 1, 2008.

ATTORNEY: Janus Déla Esa Janus Burgess APPROVED:	1/2/02 Date	And Mexacher Witness
Brian Neumeier Menominee County Administrator	1-21-08 Date	Sima Menachen Witness
Mary B. Barglind Circuit Sourt Judge	2 -4-08 Date	Anda Menachur Witness
Hon. Richard J Celello Circuit Court Judge	/ <i>-2/-08</i> Date	Lida Meria Ches. witness
Hon. Jeffrey G. Barstow District Court Judge		And Monachus Witness
Hon. William A. Hupy Probate/Family Court Judge	1-21-08 Date	Mitness (Lexcon

Fax from : 1906863581900

11-29-11 08:50 Pg: 5

Attorney Payment Schedule

\$13,264.08 per month - divided equally among 6 attorney's \$2210.68/mo Effective 9/15/2011 (per attached Memo signed by Judge Barstow)

101-131-807.00 35% - Circuit Court	\$ 773.74
101-136-807.00 35% District Court	\$ 773.74
101-132-807.00 22.5% Family Court	\$ 497.40
101-148-807.00 7.5% Probate Court	\$ 165.80
	\$ 2,210.68

Geoffery Sparks
Wayne Erickson
Randall Philllips
LaCosse Law, P.C.
Joe Klumb
Benson Law, P.C.

Fax from : 1906863581900

Hon. Jeffrey G. Barstow

Menominee County District Court 839 10th Avenue Menominee MI 49858 906/863-9408

Memo

To:

Clerk, District Court

Clerk, Circuit Court Clerk, Probate Court

From:

Hon, Jeffrey G. Bargtow

Date:

September 9.201

Re:

Addition of Court-Appointed Counsel

Please be advised that effective September 15, 2011, Attorney Steven C. Benson will be added to the court-appointed counsel list for Menominee County. His contact information is as follows:

Attorney Steven C. Benson (P59238) Benson Law, P.C. 104 Sixth Avenue Menominee MI 49858

Phone: 906/864-1000 Fax: 906/864-0001

Email: scbensonlaw@gmail.com

Please update your records accordingly. Thank you.

From: Michael Beale
To: Marla McCowan
Subject: SADO survey info

Date: Tuesday, January 28, 2014 1:56:16 PM

I was not able to locate the 2012 report information on the SADO webpage; however, information is probably not changed. I send the following response to your inquiry.

We currently have a contract with 3 attorneys taking assignment for indigent clients in Midland Circuit (42nd) and District (75th) Courts. The attorneys names are Daniel Duke, Leland Burton and Lisa Blanton. A copy of the contract for the services will be faxed to your attention, which should have the fee schedule in it. We do not have an eligibility standard for the counsel since we know the three individuals and nothing will be changed without approval of the judges of each Court, there are only 3 total judges for both Courts for criminal matters. We will comply with the requirements of the Commission as we are mandated; however, have not developed a specific plan as of this date. If you have a proposed plan of action for consideration please forward to our attention.

Michael J. Beale 42nd Circuit Court Judge 989-832-6830

State of Michigan

FORTY-SECOND CIRCUIT COURT

Michael J. Beale Circuit Judge mbeale@co.midland.mi.us



FAX: 989-637-6571 989-832-6830

Midland County Courthouse 301 W. Main Street Midland, Michigan 48640-5183

FACSIMILE COVER SHEET

DATE: 1-28-14

TO:

Marla Mc Cowan

313-965-0372

FROM: Michelle

OFFICE:

42nd Circuit Court

PHONE:

989-832-6830

FAX:

989-837-6571

E-MAIL:

RE:

Requested list / Contract for court appointed attorneys - faxed including cover sheet: Midland County.

Pages being faxed including cover sheet:

COMMENTS:

Contact me with questions.

AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENTS FOR MIDLAND COUNTY, MICHIGAN

THIS AGREEMENT made and entered into by and between the Chief Judge of the 42nd Circuit Court, the Chief Judge of the 75th District Court, and the County of Midland, a Municipal Corporation, sometimes hereinafter referred to as the "County," whose address is 220 West Ellsworth Street, Michigan, Michigan, and Daniel J. Duke (P53586), whose address is 120 McDonald Street, P.O. Box 210, Midland, Michigan 48640, hereinafter referred to as the "Consortium or Consortium Administrator."

RECITALS

WHEREAS the County desires to contract for the representation of indigent persons faced with the possibility of incarceration as a result of an action in the 42nd Circuit Court or the 75th District Court for the County of Midland, State of Michigan, and

WHEREAS the Consortium Administrator has agreed to provide legal representation to indigent persons pursuant to the County's desire above; and

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the parties agree as follows:

1. TERM

The term of this agreement shall be from January 1, 2014 through December 31, 2016, unless terminated earlier as provided within this agreement.

PERSONNEL II.

The Consortium Administrator shall provide a minimum of three (3) licensed attorneys, with at least one additional licensed attorney available to serve as an 'on call' attorney, to provide the professional services to fulfill its obligations under this agreement.

It is understood by the parties that the attorneys may change from time to time during the contract. The Consortium Administrator agrees to provide notice to the Chief Judge of each court of such changes. The Chief Judge shall have the right to approve any permanent or temporary substitutions. The name and license information for the attorneys and ay substitute attorneys shall be provided to the Chief Judge in writing and shall be considered an addendum to this contract.

The Consortium Administrator agrees to provide additional professional staff at no additional cost to the County if needed due to a conflict of interest including conflict created by the existence of multiple defendants.

III. CIRCUIT COURT

A. DUTIES

The Consortium Administrator shall provide representation in the 42"d Circuit Court as follows:

- 1. All criminal cases as appointed by the Court, but excluding appeals from the Circuit Court;
- 2. All criminal appeals to the Circuit Court from the District Court;
- 3. All Circuit Court probation violations and Holmes Youthful Trainee Act Revocations;
- 4. All Personal Protection Order violations;
- 5. All Paternity matters;
- 6. All family matters or contempt show cause hearings;
- 7. All extradition hearings;
- 8. All indigent cases remanded by an appellate court where appellate counsel do not make an appearance in the trial court; and
- 9. All contempt hearings

Legal representation includes all issues arising from the items listed above where appointment is made during the term of this contract. The attorney appointed in the case shall appear on that file. Substitution shall be by permission of the judge in the Court which the case is assigned.

B. COMPENSATION

The County agrees to pay the Consortium Administrator as follows:

A monthly fee comprised of:

<u>Case T</u>	ype Anticipated # of Cases	<u>Fee</u>	Monthly Total
Felony Violation of Probation	28	\$561.00 \$125.00	\$15,708.00 \$ 1,000.00
Friend of the Court	4	\$125.00	\$ 500.00
		TOTAL:	\$17,208.00

In addition to the fees above, beginning on the 3rd day of Circuit Court Trials, the Court will pay \$300/half day.

In addition, the County shall pay, upon motion and with prior Court approval, the following extraordinary expenses:

- Expert witness fees and costs;
- 2. Polygraph examination;
- 3. Psychiatric examination;
- 4. Investigative fees and costs; and
- 5. Travel to a state prison.

In addition, the County will pay normal witness fees and costs.

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No other extraordinary payments shall be made without the specific approval of the Court.

In addition, if the aggregate monetary value for the actual number of cases, in all categories within this section, when combined results in a total for the year that is in excess of the anticipated number of cases. then the County shall pay the excess over this amount up to a maximum annual amount of \$227,400.00 The Consortium Administrator remains required to provide representation of clients appointed by the Court even if this maximum is reached. The Consortium Administrator shall provide a monthly report of appointments to the Court. The Consortium Administrator shall request the payment under this paragraph within two weeks of the conclusion of each calendar year.

The parties agree that the amount paid under this agreement may be adjusted annually. Such adjustments shall be in writing and completed prior to the beginning of each calendar year.

IV. DISTRICT COURT

A. DUTIES

The Consortium Administrator shall provide representation in the 75th District Court as follows:

- 1. All criminal cases, felony and misdemeanor, as appointed by the
- 2. All criminal appeals to the Circuit Court from the District Court;
- 3. All extradition hearings:
- 4. All indigent cases remanded by an appellate court where appellate counsel do not make an appearance in the trial court; and
- 5. All contempt hearings
- 6. The attorney appointed in the case shall appear on that file. Substitution shall be by permission of the judge in the Court which the case is assigned.

B. COMPENSATION

The County agrees to pay the Consortium Administrator as follows:

A monthly fee comprised of:

Case Type	Anticipated # of Cases	<u>Fee</u>	Monthly Total
Misdemeanor	21	\$200.00	\$4,200.00
		TOTAL-	\$4.200.00

In addition, the County shall pay, upon motion and with prior Court approval, the following extraordinary expenses:

- Expert witness fees and costs;
- 2. Polygraph examination;
- 3. Psychiatric examination:
- 4. Investigative fees and costs; and
- 5. Travel to a state prison.

In addition, the County will pay normal witness fees and costs.

No other extraordinary payments shall be made without the specific approval of the Court.

Legal representation includes all issues arising from the items listed above where appointment is made during the term of this contract.

In addition, if the anticipated number of cases is exceeded during the calendar year, then the County shall pay the excess over this amount up to a maximum annual amount of \$60,000.00. The Consortium Administrator remains required to provide representation of clients appointed by the Court even if this maximum is reached. The Consortium Administrator shall provide a monthly report of appointments to the Court.

The Consortium Administrator shall request the payment under this paragraph within two weeks of the conclusion of each calendar year.

The parties agree that the amount paid under this agreement may be adjusted annually. Such adjustments shall be in writing and completed prior to the beginning of each calendar year.

V. EARLY TERMINATION

This agreement may be terminated by either party at any time, with or without cause, upon not less than 90 days notice delivered by mail or in person to the other party.

However, in the event of early termination, an attorney appointed to represent an individual pursuant to this agreement shall remain responsible for that representation unless allowed to withdraw by the appropriate Court.

VI. OTHER PROVISIONS

Any alterations, amendments, deletions or waivers of the provisions of this agreement shall be valid only when reduced to writing and signed by the parties.

The Consortium Administrator acts as an independent contractor. Neither the Consortium Administrator nor those working for the Consortium Administrator are employees of the County. As such, they shall not be entitled to participate in any benefits program of the County.

VII. INSURANCE

The Consortium Administrator shall provide copies of, and maintain at all times during this contract, malpractice and appropriate business insurance.

In addition, the Consortium Administrator shall require that its insurance carrier notify the Court and the County of any cancellation thirty days prior to actual cancellation.

VIII. ENTIRE AGREEMENT

It is agreed that this contract contains the entire agreement of the parties. No other agreements, oral or otherwise, exist between the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below.

WITNESSES

Dated: //-6-13

42ND EIRCUIT COURT

Hon. Stephen P. Carras

Chief Judge

(signatures continued on next page)

	75th DISTRICT COURT
Dated:	ву: <u>NA</u>
	Hon. John Hart Chief District Court Judge
Dated: パーガー13	MIDLAND COUNTY
Dated. 11-0-13	By:
COUNTERSIGNED:	\sim . \wedge
Dated: 11-5-13	By: Un Honar
	Ann Manary Midland County Clerk
	LEGAL SERVICES PROVIDER
Dated: 12/13/13	By:
	Daniel J. Duke (P53586) Consortium Administrator

PREPARED BY:
L. William Smith
Midland County Corporation Counsel
218 Dartmouth
Midland, Michigan 48640

mc\500.042... Duke Indigent Defense Agr V1 10.25.13

ADDENDUM

As of the date that this contract was signed, the Attorneys providing services are:

- 1. Daniel J. Duke P53586
- 2. Leland A. Burton Phly14
- 3. LISA M. BLANTON P66089
- 4. Steve Durance 140487

Daniel J. Duke P53586

COUNTY OF CASS, STATE OF MICHIGAN

INDIGENT DEFENSE CONTRACT

DISTRICT, PROBATE and CIRCUIT COURTS

1: PARTIES:

- A. County of Cass, a Michigan Municipal Corporation ("COUNTY").
- B. The Cass County Courts, being the 43rd Judicial Circuit, the Probate court for the County of Cass, and the Fourth Judicial District.
- C. Five (5) independent, non-affiliated law firms, as further defined in paragraph 3.D, who may be identified by the name "Cass County Defenders" (individually and collectively "LAWYERS").

2. TERM:

The term of this Agreement shall be from October 1, 2013 through and including September 30, 2016.

3. **DEFINITIONS:**

- A. "INDIGENT": Any person who is unable to afford counsel to represent himself/herself in a criminal proceeding and who has been found to be indigent by a judicial officer of the COUNTY, and who is entitled to court-appointed counsel at the expense of the COUNTY.
- B. "MISDEMEANOR": A violation of a penal law of the State which is not a felony, or a violation of an order, rule, or regulation of a State agency, that is punishable by imprisonment of not more than a year in the County Jail, or by a fine that is not a civil fine, as defined by MCL 761.1(h), or which is a violation of a local ordinance punishable as a misdemeanor by imprisonment of not more than a year in the County Jail.
- C. "FELONY": A violation of a penal law, order, rule, or regulation of any agency of this State for which the offender, upon conviction, may be punished by imprisonment of more than one year, or an offense expressly designated by law to be a felony, as defined in MCL 761.1(g).
- D. "LAWYERS": As used in this Agreement, the five independent and non-affiliated law firms as follows: James M. Miller, James M. Miller Law Office; Gregory H. Feldman, Law Office of Gregory H. Feldman; Robert W. Drake, Robert W. Drake Law Office; Daniel J. French, O'Connor & Tushla; Paul S. Jancha, Jancha Struwin and Jancha Law Office. The LAWYERS and each of them expressly warrant that none are involved with any other LAWYER in a joint venture or other enterprise, nor is any

LAWYER involved in any association among any of the LAWYERS which permit one to act as agent for the other, except as may be required or permitted under the terms of this Agreement. The parties agree further that the Courts will appoint CASS COUNTY DEFENDERS to the cases requiring court appointed counsel for indigent defendants/respondents, and that CASS COUNTY DEFENDERS assume the responsibility for assigning the cases to individual LAWYERS. Subject to MCR 2.117(B) (3)(b), and except in the case of an actual conflict of interest between indigent clients, any one of the LAWYERS may appear in court proceedings for a case assigned to CASS COUNTY DEFENDERS, though it will be preferable that one LAWYER should manage a case assigned to him through its conclusion. Except as may otherwise be provided in this Agreement, no other attorneys shall act for the LAWYERS under or pursuant to this Agreement.

4. CONVENANTS OF THE CASS COUNTY DEFENDERS:

A. Commencing on October 1, 2013, the LAWYERS shall:

1. Provide legal defense services to all indigent defendants charged with felonies, misdemeanors, and juvenile delinquency proceedings under MCL 712.2(a)(1) and authorized by MCR 5.914(B)(1) and MCR 5.903(B)(5), and which have been assigned to CASS COUNTY DEFENDERS.

The foregoing notwithstanding, CASS COUNTY DEFENDERS shall not be assigned to cases involving minor offenses in the District or Probate Court in which the presiding Judge has expressly ruled that, upon conviction, the punishment will not include incarceration [MCR6.201(D)(2)(C)], nor a case which would not require representation, nor any delinquency proceeding not defined in the preceding paragraph, nor child protective proceedings.

2. Defend all indigent defendants in extradition matters, probation violations and other situations in any of the Courts where legal representation is mandated by applicable statute, court decision or court rule; but not including any appeal of any conviction, nor any post-trial or post-sentencing proceedings.

3. Represent all indigent defendants charged with crimes arising out of the same transaction or occurrence, except that, in the event of a criminal transaction or occurrence which results in criminal charges against six or more defendants, the Court shall be responsible for appointing conflict counsel for the sixth and subsequent defendants, after consulting with the LAWYERS. The consultation will assess the likelihood of any of the defendants proceedings to trial, with the Court's appointment of conflict counsel to the defendant(s) least likely to proceed to trial.

4. Reassign an indigent defendant's case to one of the other LAWYERS when either an assigned LAWYER or the defendant to whom the LAWYER is assigned requests that the assigned LAWYER should withdraw from the case. The LAWYER accepting the reassigned case shall file a "Substitution of Attorney" as notification to the Court of the reassignment. In the event of an actual conflict of interest, preventing reassignment to one of the other remaining LAWYERS, the Court will appoint a conflict counsel. A LAWYER will be permitted to withdraw from an assigned case only after the filing of a written motion for leave to withdraw, a hearing on the motion, and an order

entered granting leave to the LAWYER to withdraw. A conflict of interest will be deemed not to occur solely on the basis that two of the LAWYERS are assigned to co-defendants in a single case, and in such circumstances a third LAWYER is deemed eligible for the reassignment.

For purpose of subparagraphs 3 and 4 above, in the event conflict counsel is appointed by the Court, the COUNTY shall pay for the services of the conflict counsel, subject to the following:

A. The amount of compensation payable to conflict counsel shall be determined by the Court in accordant with the fee schedule in place in Cass County for indigent defense immediately prior to Oct. 1, 2013, and shall be sole responsibility of the COUNTY, together with any administrative costs associated with the billing or payment;

B. the LAWYERS will consult with the Court to determine whether reassignment of cases involving multiple defendants from a single transaction will result in a savings for the COUNTY, and the LAWYERS will make such reassignments as may be appropriate for that purpose, subject to the client's approval and conformity with all applicable Court Rules and rules of ethics;

C. The obligation of the COUNTY for compensating conflict counsel shall not exceed \$20,000 during any 12-month period of the term of this Agreement. Any compensation owing to conflict counsel in excess of \$20,000 during any 12-month period of the term of this Agreement shall be withheld from the monthly compensation payable to the LAWYERS for the last four (4) months of the then current contract year;

D. Conflict counsel will invoice the COUNTY substantially in conformity with the forms attached hereto, and all such conflict counsel invoices and requests for payment will be reviewed by the presiding Judge of the Court in which the action is pending and by the LAWYERS by one of the acting for all of the LAWYERS to determine the reasonableness of the fess requested by the conflict counsel.

5. Hold COUNTY harmless and indemnify COUNTY for any and all liability arising by virtue of this Agreement for the representation of criminal indigent defendants in Cass County, providing, however, that LAWYERS shall not have any such obligation or liability for acts or omissions of conflict counsel, nor any duty to provide malpractice insurance for any conflict counsel appointed by the Courts, nor any such obligation or liability as to one LAWYER for the conduct of any of the other four LAWYERS. Further, each LAWYER shall be responsible for securing his own malpractice insurance coverage, and no LAWYER shall have any obligation to any other LAWYER for the other LAWYER'S acts or omissions. The LAWYERS, individually, do not warrant, guarantee or otherwise accept any responsibility for conduct of any of the other LAWYERS.

B. ADDITIONAL OBLIGATIONS OF THE LAWYERS

1. The duties of the LAWYERS under this Agreement, to act as legal counsel for indigent defendants in criminal cases in Cass County shall take precedence

over any and all other commitments of the LAWYERS in the course of their business, subject to the applicable law and all of LAWYERS' obligations under Rules of Professional Conduct.

- 2. An attorney, other than one of the LAWYERS, appearing on behalf of a defendant whose case is assigned to CASS COUNTY DEFENDERS, shall be permitted to do so only after approval of the Judge presiding over such case, and with the consent of the defendant stated on the record.
- 3. A LAWYER shall not accept anything of value from or on behalf of any defendant assigned to him/her under the terms of this Agreement.
- 4. LAWYERS shall keep adequate record of all appearances and services on behalf of defendants representation under this Agreement, and shall make all such financial and administrative records, excluding client-related confidential documents, available to the Cass County Courts, the COUNTY, and to the Cass County Board of Commissioners as such bodies may be reasonably directed. This provision, however, shall not be construed so as to require any disclosure which would violate LAWYERS' duties under the Rules of Professional Conduct to preserve as confidential client confidences.
- 5. LAWYERS individually and collectively guarantee continued performance of their respective obligations under this Agreement during the term of this Agreement regardless of their present or future organizational composition, and regardless of their employment status in each law firm.
- 6. LAWYERS shall not assign, subcontract or otherwise transfer any of their obligations under this Agreement without the prior written approval of the Cass County Board of Commissioners and the Judges of the Cass County Courts.
- 7. In the event a LAWYER becomes a candidate for election to the position of Cass County District, Circuit or Probate Judge, the candidate will withdraw from this Agreement upon filing with the Cass County Clerk of the candidate's nominating petitions. Within thirty (30) days after such filing, and after notice that the incumbent is seeking re-election, the parties will convene and appoint a replacement LAWYER to fill the position vacate by the withdrawing candidate. The replacement attorney shall thereafter be identified as one of the LAWYERS and compensated according to the terms of Paragraph 5 and Paragraph 7. However, the candidate will not be required to withdraw from this Agreement if an acceptable substitute or subcontractor is engaged during the period of candidacy, in accordance with subparagraph 6 above, compensation for whom shall be sole responsibility of the candidate. Further, the candidate will not be required to withdraw from this Agreement if the incumbent Judge declines to seek re-election.

5. CONVENANTS OF THE COUNTY OF CASS:

The COUNTY agrees as follows:

A. To compensate the LAWYERS for the performance of the service provided by

the LAWYERS under the terms and Agreement, in the following amounts and in the following manner:

1. \$255,000.00 for the period Oct. 1, 2013 through and including Sept.

30, 2014.

2. \$255,000.00 for the period Oct. 1, 2014 through and including Sept.

30, 2015.

- 3. \$255,000.00 for the period Oct. 1, 2015 through and including Sept.
- 30, 2016.

 B. The payments required to be made by the COUNTY pursuant to the preceding payments shall be paid in equal monthly installments of \$21,250.00 payable as follows:
- paragraph shall be paid in equal monthly installments of \$21,250.00 payable as follows:
 - A. October1, 2013 through and including September 30, 2014:
 - 1. Dianne Clark \$1000.00

Administrative Services

- 2. LAWYERS:
 - A. James M. Miller \$5,062.50
 - B. Gregory H. Feldman \$5,062.50
 - C. Robert W. Drake \$5,062.50
 - D. Daniel J French \$2,531.25
 - E. Paul S. Jancha \$2,531.25
- B. October 1, 2014 through and including September 30,2016
 - 1. Dianne Clark \$1000.00

Administrative Services

- 2. LAWYERS
 - A. James M. Miller \$3,3375.00
 - B. Gregory H. Feldman \$5,062.50
 - C. Robert W. Drake \$5,062.50
 - D. Daniel J. French \$3,375.00
 - E. Paul S. Jancha \$3,375.00
- C. The COUNTY shall make the payments described in paragraph 5.B above in a timely manner, as time of the essence. Any payments described to be made by the COUNTY shall be considered delinquent and a default if not made by the 30th day of the month in which it is due. In the event of default in the payment of any sum due the LAWYERS under this Agreement, the LAWYERS shall be entitled to interest on the delinquent amount at the rate of 18% per annum until paid, and, in the event a collection action is required, all costs associated with such collection action including reasonable attorney fees.
- D. The COUNTY shall be responsible for all witness fess, service-of-process fess, mileage and transportation costs for witnesses, expert fess, investigator fees, or independent testing/laboratory fees incurred by LAWYERS on behalf of the indigent defendants assigned to the LAWYERS under the terms of this Agreement. Such costs may be incurred by the LAWYERS and billed to the Cass County Courts on a monthly basis. Costs for expert witnesses, laboratory fees, or other extraordinary expenses shall be authorized and payable by the COUNTY only upon prior written applicable Court and an order entered approving the expenditure. In no event shall any such costs or expense be deducted from the amounts payable to the LAWYERS or any one of them under the terms of this Agreement.

6. TERMINATION:

This Agreement may be terminated by the COUNTY as to one or more of the LAWYERS in the event any of the following occur:

A. If one or more of the LAWYERS fails to perform his obligations under this Agreement in a manner satisfactory to the County Commissioners, provided however, that the County Commissioners shall not have the right to determine the quality of legal services rendered;

B. Cass County Circuit, Probate, or District Courts finds that one or more of the LAWYERS has not provided adequate legal representation for defendants LAWYERS are appointed to defend. The respective Judges of the Courts may make such a determination based on the quality of legal services provided, as well as other factors as the Judges deem appropriate; or,

C. State legislation is enacted whereby both of the following occur:

- 1. State funding for indigent defense supersedes County funding, and,
- 2. State law or regulation either prohibits the continuation of this Agreement, or will not permit the COUNTY to utilize said State funding to defray its obligations under this Agreement.

In the event that this Agreement is terminated pursuant to subsection 6.C above, the parties shall be under an affirmative duty to renegotiate this Agreement in good faith to conform this Agreement to such legislative requirements so as to permit the COUNTY to be eligible for receiving State funding for indigent defense. However, this subsection shall not be construed so as to mandate the parties to reach any agreement.

Should this Agreement be terminated as to one or more of the LAWYERS, the terminated LAWYER(S) shall be entitled to and the COUNTY is obligated to pay legal services performed by the LAWYWER(S) through the date of the termination. Payment shall be made on a proportional basis for the number of days in the month of termination up to the date of termination. Subject to the provision of paragraph 7, the terminated LAWYER(S) shall be required to complete all cases which have been assigned under this Agreement prior to such termination at no additional cost to the COUNTY.

7. DEATH, DISABILITY OR LICENSE SANCTIONS:

A. In the event one of the LAWYERS dies, become disabled, or is otherwise unable to work as an attorney, or suffers the suspension or revocation of his license to practice law in the State of Michigan, then the remaining LAWYERS and the COUNTY and the Cass County Judges shall meet as soon as possible after such event for the purpose of selecting a replacement attorney, to be appointed within 30 days of the notice of the terminating event. Between the time of such notice and the selection and acceptance of a replacement attorney:

1. The Cass County Courts agree to adjourn court proceedings, to the extent possible and consistent with the Michigan Court Rules and the rights of the

affected defendants, all pending cases which had been assigned to the terminated LAWYER.

- 2. The remaining LAWYERS shall appear in and accept the assignment of all of the cases of the terminated LAWYER, subject to the consent of each client, and shall attend all scheduled hearings for the affected indigent defendants whose cases be adjourned by the Court(s) due to the application of the Michigan Court Rules or cases in which the rights of the defendant may otherwise be violated by an adjournment.
- 3. Accrued payment, pro-rated to the date of termination of the terminated LAWYER, required to be made to the terminated LAWYER under the terms of this Agreement, shall be paid to the terminated LAWYER, his personal representative or conservator.
- 4. All remaining payments which would otherwise have been payable to the terminated LAWYER shall be paid in equal parts to the remaining LAWYERS, until such time as a replacement attorney is selected and accepts the appointment, and consents to the substitution. On the commencement date of the substitute attorney's service under this Agreement, he/she shall be thereafter identified as one of the LAWYERS under this Agreement and shall be paid at the same rate and frequency as the terminated LAWYER.

8. GOVERNING LAW:

This Agreement shall be construed in accordance with the laws of the State of Michigan, the Rules of Professional Conduct for attorneys, the Rule of Judicial Conduct, the Michigan Court Rules, the United State Constitution and the Constitution of the State of Michigan. In the event of a conflict between the common law of the State of Michigan regarding contracts and the Court Rules or Rules of Professional or Judicial Conduct, the Rules shall be controlling.

9. ADMINISTRATION AND NOTICE:

When a notice is required under the terms of this Agreement, it shall be deemed properly served upon the other party if it is in writing and mailed, postage prepaid and properly addressed as follows:

If to the COUNTY:

Honorable Michael E. Dodge, Circuit Judge Cass County Law and Courts Building

60296 M-62 West Cassopolis, MMI 49031

If to the LAWYERS: James M. Miller

James M. Miller Law Office

P.O. Box 937

St. Joseph, MI 49085

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated opposite their names:

	THE COUNTY
Dated: 9-19, 2013	By: Chairman, Cass County Board of Commissioners
Dated:, 2013	By: Cass County Administrator
	Cass County Administrator
THE CAS	SS COUNTY DEFENDERS
Dated: 8 26, 2013	By: Robert W. Drake
Dated: 8/27, 2013	By: Daniel J. French
Dated: $8/26$, 2013	By: James M. Miller
Dated: <u>8/26</u> , 2013	By: Paul S. Jancha
Dated: 8.27 , 2013	By: Gregory H., Feldman

THE CASS COUNTY COURTS

Dated: <u>9/4</u> , 2013	By: Michael & Do Ly
47	Honorable Michael E. Dodge, Cijcuit Court
•	Judge
Dated: $9/4$, 2013	By: A colon
	Honorable Susan L. Dobrich, Probate/Family
(x,y) = (x,y) + (y,y) = (x,y)	Court Judge
Dated: $9-5$, 2013	BY: Lacy to Kenfu
	Honorable Stacey A. Rentfrow, District Court
	Judge

FELONY DEFENDER CONTRACTS FOR 2013-2014 44TH CIRCUIT COURT LIVINGSTON COUNTY

CONTRACTOR	# OF CASES	Amount Paid	
	ASSIGNED PER	Per Case	
	YEAR	\$\$\$\$\$	
BUTTREY	400	794.00	
GATESMAN/SPICKARD	275	794.00	
DODGE	30	665.00	
SCHARRER	50	692.00	
SUTPHIN-NALLEY	45	692.00	
PERRAULT/PRINE	25	650.00	
WILCOX	45	680.00	

GRUBBS & GRUBBS

ATTORNEYS AT LAW



801 N. Main Street Three Rivers, MI 49093

Telephone Facsimile (269) 273-9511 (269) 273-2063

Ronald J. Grubbs Debra Mehl Grubbs Richard W. Mehl (1921-1991)

December 16, 2013

Marla Rose McCowan CDRC Manager State Appellate Defender Office 645 Griswold, Penobscot Bldg, Ste 3300 Detroit, MI 48226

Dear Ms. McCowan:

Attached is a list of the contract defenders who will be accepting criminal cases in the Circuit Court. We are under a contract, a copy of which I have also enclosed.

The Court does not have eligibility standards for appointment of indigent counsel. There is no screening. All who request, get one. Members of the contract are not aware of how St. Joseph County plans to comply with the guidelines of the Michigan Indigent Defense Commission.

If you have any further questions, please feel free to contact me.

Very truly yours,

RONALD J. GRUBBS

Attorney at Law

RJG/tlc

Enclosure

Contract Defenders:

Mr. Howard Bush (Secretary-Laura)

BUSH & BUSH 140 East Second Street

Constantine, MI 49042 Phone: 435-4705 Fax: 435-5455

Mr. John P. Bush (Secretary- Jackie)

BUSH & BUSH 208 West Chicago Road Sturgis, MI 49091 Phone: 269-651-5380 Fax: 269-651-4573

Mr. Kevin Kleidon (Secretary-Sally)

P.O. Box 127 124 West Main Street Centreville, MI 49032 Phone: 467-7935 Fax: 467-9795

Ms. Christine Yancey (Secretary - Jordan)

P.O. Box 254 129 W. Main Street Mendon, MI 49072 Phone: 496-1200 Fax: 496-8174

Ms. Deborah Davis (Secretary - Carrie)

P.O. Box 68 108 West State Street Colon, MI 49040 Phone: 269-432-3000 Fax: 269-432-2979

Mr. Ronald Grubbs (Secretary-Terri)

801 N. Main Street Three Rivers, MI 49093 Phone: 269-273-9511 Fax: 269-273-2063

Mr. Robert Dutka (Secretary - Janice)

57635 N. Main Street PO Box 461 Three Rivers, MI 49093 Phone: 269-273-8402 Fax: 269-273-2001

Ms. Laurie Hines (Secretary -Grace)

211 Portage Avenue Three Rivers, MI 49093 Phone: 269-273-1685 Fax: 269-273-1605

CONTRACT DEFENDER SYSTEM AGREEMENT

2012-2013-2014

This Agreement is made between the County of St. Joseph, a Michigan Municipal Corporation, hereinafter referred to as the "County" and the Attorneys who sign hereon, hereinafter referred to as the "Attorneys" and is approved by the Chief Judges of the Circuit and District Courts.

The County has a need to continue to provide for a just, effective, efficient and economical system of providing legal counsel for persons charged with serious criminal offenses who claim that they are financially unable to retain private counsel. If the Attorney, after consultation with the Defendant, is convinced that the Defendant has sufficient liquid assets or income to retain an attorney at regular rates, the Attorney shall tell the Defendant that he/she must pay regular rates to the Attorney or retain other counsel. The Attorney may petition the Court in which the Defendant's cases(s) is pending to withdraw as a Contract Defender for the Defendant. The Court shall enter an appropriate order after stipulation or hearing.

The undersigned Attorneys, being members of the State Bar of Michigan and members of the St. Joseph County Bar Association have indicated a willingness to fulfill the need of the County for reasonable compensation.

Therefore, it is agreed between the County and the undersigned Attorneys, individually and collectively as follows:

- 1. The term of this contract shall be from January 1, 2012 through December 31, 2014.
- 2. The District Court Judge who shall make the appointment or designation of counsel in most cases may on or after December 15, 2011, appoint or designate counsel for criminal defendants if the first hearing, examination, pretrial conference with counsel, or trial for those defendants is scheduled during 2012. (December 15, 2012 for 2013 and December 15, 2013 for 2014)
- 3. No Attorney shall be designated or appointed to represent a criminal defendant on or after December 15, 2014, if the first hearing, examination, pretrial conference or trial for that defendant is scheduled after December 25, 2014.
- 4. The Attorneys designated or appointed shall comply with the Canons of Professional Responsibility and agree to maintain Professional Liability Insurance of at least One Hundred Thousand Dollars for each Attorney for any and all liability arising through act, omission or negligence of the Attorney(s) under this Agreement. The Attorney(s) shall be regarded in all ways as independent contractors and the County shall not be liable for any damages or injuries arising out of their performance of their duties under this Agreement. The Designated Attorney shall be responsible for the preparation and submission of 1099 forms or other tax related forms on behalf of the attorneys.
- 5. In representing a Client, the attorney assigned shall give priority to the obligations under the Agreement in scheduling and appearances, and shall;

GREET A CORPORA ATTORN TENTE W

- A. Be on time and prepared for all court proceedings.
- B. Comply with court ordered deadlines.
- C. Promptly identify and resolve conflicts of interest.
- D. Continuously represent the Client in the Proceeding; except for isolated, unusual or unexpected circumstances, as approved by the assigned judge.
- E. Promptly after assignment of the attorney to the Proceeding,
 - meet with the Client in private and explain the charge and factual allegations in detail and describe pertinent defenses;
 - Provide the Client copies of all police reports and pleadings when received;
 - listen to and evaluate the Client's explanation;
 - inform the client about the maximum sentence and the sentencing process;
 - evaluate and explain the Client's options in the Proceeding;
 - discuss any proposed resolution;
 - answer the Client's questions.
- F. Within the time allowed in the scheduling order
 - consider applicable pretrial motions;
 - file pertinent motions;
 - complete discovery.
- G. Before disposition by plea,
 - personally meet in private with the Client and review the charge, factual allegations, pertinent defenses, maximum sentence, and sentencing process;
 - explain and evaluate any proposed plea agreement;
 - answer the Client's questions.
- H. Before trial
 - complete investigation and trial preparation;
 - personally meet in private with the Client and explain the trial process;
 - prepare the Client for trial;
 - answer the Client's questions.
- I. Before sentencing,
 - personally meet in private with the Client, and review the pre-sentence investigation report and the sentencing information report;
 - answer the Client's questions.
- 6. The Attorney(s) will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age or sex.
- 7. The term "Criminal Offender" and "Defendant" as used in this Agreement means persons 17 years of age or older charged with an offense under the Statutes of the State of Michigan or Ordinances of the Municipal Corporations within St. Joseph County including those charged with probation or parole violations. The term shall be deemed to also include persons charged under the Paternity Act for whom the Circuit Judge determines an attorney shall be appointed

and persons under the age of 17 years who shall be charged in the Family Division of the Circuit Court with the commission of acts or omissions which if brought against an adult would be termed criminal. The Attorney(s) appointed to represent a juvenile will be responsible for no more than 3 hearings under this Agreement. Any additional hearings for any one juvenile under the same case will be paid for by the Circuit Court, Family Division. The term "Criminal Offender" shall not include any person charged with any form of civil contempt such as, but not limited to, non-support or violation of restraining order.

- 8. Attorney(s) agree to provide legal representation to eligible individuals at Friend of the Court show cause hearings and personal protection order (PPO) violation hearings under this Agreement without additional compensation.
- 9. Each Attorney shall be responsible for representation under this contract on a rotating, weekly basis in a scheduling system instituted by the Courts in consultation with the attorneys, the Office of the Prosecuting Attorney and the various Municipal Attorneys responsible for criminal prosecutions.
- 10. Each Trial Attorney shall be responsible for the complete representation of the individual in all proceedings in the Courts in this County through final disposition by sentence or dismissal and including meritorious appeals to the Circuit Court even should that disposition extend beyond the termination date of this Agreement. If a new trial is ordered which would be scheduled beyond the termination of the Agreement, the Attorney(s) will not be appointed hereunder.
- 11. The Attorney(s) shall keep accurate time records of each defendant and shall submit the same on the prescribed forms. Within 21 days after verdict, including conviction, acquittal or dismissal in the trial court or affirmance, reversal or remand by the Court of Appeals, the Trial Attorney shall give or send duplicate original final statement to the Defendant the appropriate St. Joseph County Court showing the Defendant's last known address, indicating all service rendered, time expended, charges and payments made and credited to Defendant's cases(s). This final statement may include an estimate of time and charges to attend sentencing, if sentencing is pending. If the Attorney(s) has received any payments on the account, a check for the total of such payments shall accompany the statement to the Court, by check made payable to the St. Joseph County Treasurer. THE ABOVE LANGUAGE SHALL BE HELD IN ABEYANCE DURING THIS CONTRACT UNLESS REQUESTED TO BE REINSTATED BY THE COUNTY.
- 12. The Attorney(s) shall conscientiously attempt to persuade any person that he or she has represented, who has made a pay back agreement with the County, to make the payments agreed upon and shall receipt and account for any such payments made to the Attorney(s) or to his or her office.
- 13. The Attorney(s) and the Courts shall cooperate in designing forms and scheduling formulas in an attempt to implement this Agreement for the effective and efficient administration of justice and for the convenience of the defendants, witnesses, attorneys, prosecutors, police and court personnel.

- 14. The County shall pay to the Attorney(s) the sum of \$465,000.00 for 2012; \$465,000.00 for 2013 and \$470,000.00 for 2014. These amounts shall be paid in 12 equal monthly installments on the third Friday of each month to the person designated by a majority of the Contract Attorneys.
- 15. Defense counsel appointed or designated with a pay back agreement shall use reasonable means to persuade the individual defendants to comply with the agreement. Reasonable means does not include the filing of a civil suit, but shall include a final statement to the defendant indicating services rendered, time expended and charges at \$65.00 per hour. The statements shall also show payments made and credited. THE ABOVE LANGUAGE SHALL BE HELD IN ABEYANCE DURING THIS CONTRACT UNLESS REQUESTED TO BE REINSTATED BY THE COUNTY.
- 16. In addition to the compensation herein provided, Attorney(s) may petition for payment for extraordinary services limited to participation in after hours or weekend lineups or interrogations, remands for trial from Court of Appeals or the Supreme Court. Such petitions shall be filed with the Judge assigned to the case. The Judge, after consultation with the Chief Judge and the County Administrator, shall determine if the request for extraordinary fees for incidental service, such as participation in after hours or weekend lineups or interrogations, is appropriate. Except for those items of excess compensation specifically stated above, the County shall not be responsible for any other form of excess compensation.
- 17. Attorney(s) agree that they will maintain a rotation of at least six (6) attorneys. If there are fewer than six (6) attorneys or a full time equivalent of six (6) attorneys, then Attorneys will be given a reasonable time within which to meet this requirement.

APPROVED AS TO FORM AND CONTENT:

PAUL STUTESMAN, CHIEF CIRCUIT JUDGE

JEFFREY COMODLETON, CHIEF DISTRICT JUDGE

APPROVED BY VOTE OF THE ST. JOSEPH COUL. September 20 , 2011.	NTY BOARD OF COMMISSIONERS ON
Zwa I	
CHAIRMAN, BOARD OF COMMISSIONERS	
PATTIE S. BENDER, CLERK	
APPROVED BY UNDERSIGNED ATTORNEYS V RECEIVE PAYMENTS:	VHO DESIGNATE RONALD J. GRUBBS TO
DAVID TOMLINSON	Mistry Whydlander CHRISTINE EVERSON-YANGEY
Must other ROBERT DUTKA	KHVIN KLEIDON
JOHN BUSH	RONALD J. GRUBBS
HOWARD BUSH	DEBORAH J. DAVIS
\	

46th Circuit Court Janet M. Allen Chief Circuit Judge Phone: 989-731-0225

George J. Mertz Chief Circuit Judge Pro Tem 800 Livingston Blvd. Gaylord, MI 49735 Phone: 989-731-0224

Crawford County Probate and 87C District Courts

Monte J. Burmeister

Chief Probate/District/Family Court Judge

Phone: 989-344-3260



STATE OF MICHIGAN

46th Circuit, 87C District, and Crawford County Probate Courts 200 West Michigan Avenue, Grayling, MI 49738 www.circuit46.org Family Division
Phone: 989-344-3239

Fax: 989-344-3277

☐ <u>Probate Division</u> Phone: 989-344-3237

Fax: 989-344-3237

☐ <u>District Division</u> Phone: 989-344-3242 Fax: 989-344-3290

☐ <u>Friend of the Court</u> Phone: 989-344-3272 Fax: 989-344-3292

December 10, 2013

Ms. Marla R. McCowan CDRC Manager State Appellate Defender Office Penobscot Bldg., STE 3300 645 Griswold Detroit, Michigan 48226-4281

Dear Ms. McCowan;

Per your letter dated 12/4/13 requesting information of court appointed counsel, please find attached the current Crawford County Court Appointed Attorney Contract with Dawn M. LaCasse. Her contact information is as follows:

Dawn LaCasse P.O. Box 235 Prudenville, MI 48651 Phone: (989) 329-1711 LaCasseLaw@outlook.com

Sincerely,

Thomas M. Haskel

Court Administrator/Referee

87C District Court

46th Circuit Court-Crawford County

Crawford County Probate Court

(989)344-3239

46th Circuit Court
Janet M. Allen
Chief Circuit Judge
Phone: 989-731-0225

Dennis F. Murphy

Chief Circuit Judge Pro Tem

Phone: 989-731-0224

800 Livingston Blvd. Gaylord, MI 49735

Crawford County Probate and 87C District Courts

Monte J. Burmeister

Chief Probate/District/Family Court Judge

Phone: 989-344-3260



STATE OF MICHIGAN

46th Circuit, 87C District, and Crawford County Probate Courts 200 West Michigan Avenue, Grayling, MI 49738 www.circuit46.org ☐ <u>Family Division</u> Phone: 989-344-3239 Fax: 989-344-3277

☐ <u>Probate Division</u> Phone: 989-344-3237 Fax: 989-344-8529

☐ <u>District Division</u> Phone: 989-344-3242 Fax: 989-344-3290

☐ <u>Friend of the Court</u> Phone: 989-344-3272 Fax: 989-344-3292

46th CIRCUIT COURT (CRAWFORD COUNTY), 87C DISTRICT COURT-CRAWFORD COUNTY, CRAWFORD COUNTY PROBATE COURT & COUNTY OF CRAWFORD COURT APPOINTED ATTORNEY DEFENSE CONTRACT

January 1, 2011 through December 31, 2013

The undersigned agree as follows:

- 1. That Dawn LaCasse., P45454, (hereinafter "Contract Administrator") shall provide legal representation to all indigent parties charged with offenses cognizable in the 46th Circuit Court (Crawford County), 87C District Court - Crawford County & Crawford County Probate Court, to also include but not be limited to appeals from one court within the 46th Circuit Court (Crawford County), 87C District Court - Crawford County & Crawford County Probate Court to another court (i.e., appeals from district to circuit.) The 46th Circuit Court (Crawford County), 87C District Court - Crawford County & Crawford County Probate Court are understood by the parties to include the circuit, district, and probate courts operating within Crawford County, Michigan pursuant to MCR 8.101. Further, the Contract Administrator shall provide representation for all minors whose parents or guardians are indigent and who are charged with a violation of the Juvenile Code. Further, the Contract Administrator shall provide legal representation to all parties who are indigent and are involved in a matter or allegation of abuse and/or neglect of a minor child, or who are involved in a protective proceeding (DD, MI LIP, etc.). Legal representation shall be provided by and through the Contract Administrator through a series of subcontracts with various attorneys and/or law firms. The Chief Judges of the 46th Circuit Court (Crawford County), and 87C District Court - Crawford County/Crawford County Probate Court, retain the right to approve or reject any of the subcontractors tendered by and through this instant agreement.
- 2. The Chief Judges of the 46th Circuit Court (Crawford County) and 87C District Court Crawford County/Crawford County Probate Court AND Board of Commissioners for Crawford County do hereby agree that the Contract Administrator, shall be compensated at a rate of \$9,982 per month (\$119,784 annually) for the term of January 1, 2011 to December 31, 2011, \$10,181 per month (\$122,172 annually) for the term of January 1, 2012 to December 31, 2012, and \$10,385 per month (\$124,620 annually) for the term of January 1, 2013 to December 31, 2013 for the services provided in Section 1 above.

- 3. The monthly payments—all be made in arrears, commencing on—about February 1, 2011 and continuing as scheduled above through each and every month thereafter during the term of the contract.
- 4. The Contract Administrator shall annually accept without further compensation, representation of five indigent parties who desire to appeal a final disposition of the 46th Circuit Court (Crawford County), 87C District Court Crawford County & Crawford County Probate Court, to the Michigan Court of Appeals and/or the Michigan Supreme Court.
- 5. Court ordered appointments shall, pursuant to the provisions of this contract, apply only to those circumstances where the Michigan Constitution, Michigan statute or rules of court require the appointment of counsel, including probation violation charges and contempt proceedings in any of the various courts mentioned in Section 1 above.
- 6. The Contract Administrator and Chief Judges of the 46th Circuit Court (Crawford County) and 87C District Court Crawford County/ Crawford County Probate Court recognize that during the term of this contract extraordinary circumstances may arise where in the exclusive opinion of the Chief Judges, the Contract Administrator may be unable to provide qualified representation for an indigent party. In that event, the Chief Judges, following notification and consultation with the Crawford County Board of Commissioners or the Crawford County Controller, may appoint qualified counsel outside the terms of the instant contract. Should such a circumstance arise, the 46th Circuit Court (Crawford County), 87C District Court Crawford County, and/or Crawford County Probate Court AND the County of Crawford shall compensate appointed counsel directly. The Contract Administrator shall not have the contractual responsibility for said compensation.
- 7. The Contract Administrator has an affirmative obligation to review an indigent defendant's financial status and advise the appropriate presiding judge in the event the Contract Administrator or any attorney determines that a defendant is not entitled to court appointed counsel for lack of indigence.
- 8. The parties agree that either party to the instant contract may be canceled without liability upon ninety (90) days written notice.
- 9. The Contract Administrator shall maintain professional liability insurance in the amount of not less than \$100,000 per claim and \$300,000 aggregate. Further, the Contract Administrator shall insure that all subcontract attorneys maintain professional liability insurance in the amount of not less than \$100,000 per claim and \$300,000 aggregate. Further, the 46th Circuit Court (Crawford County), 87C District Court Crawford County & Crawford County Probate Court shall be entitled to verification of such coverage from the Contract Administrator, and upon request the Contract Administrator shall provide verification in the form of copies of declaration pages and copies of the subject insurance policies covering the respective attorneys engaging in indigent representation within the Court.
- 10. The Contract Administrator shall serve as liaison to the Chief Judges of the 46th Circuit Court (Crawford County) and 87C District Court Crawford County/Crawford County Probate Court regarding the administrative and/or procedural matters involved in the administration of the instant contract.

- ·11. That appointments, which are made during the term of this instant, contract shall be completed through the final disposition without additional compensation irrespective of the cancellation, revocation, or nonrenewal of this instant contract.
- 12. The Chief Judges of the 46th Circuit Court (Crawford County), 87C District Court Crawford County, and Crawford County Probate Court shall be entitled to transparency regarding implementation of this contract and detailed information, upon request, from the Contract Administrator regarding any sub contractual relationships with other attorneys fulfilling indigent client defense representation under this contract.

Dated: 9/9/10

Hon. Monte J. Burmeister, Chief Judge Crawford County Probate Court/ 87C District Court—Crawford County

Dated: 9-10-10

Dawn M. LaCasse Contract Administrator

Dated: 10 Sept 2010

Chairperson Dave Stephenson
Crawford County Board of Commissioners

Dated: 9/9/12

Hon. Janet M. Allen, Chief Judge 46th Circuit Court (Crawford County) JANET M. ALLEN MICHAEL K. COOPER PATRICIA A. MORSE GEORGE J. MERTZ Judges

VICTORIA A. COURTERIER
Court Administrator/Magistrate

AMY NEUBECKER Friend of the Court



STATE OF MICHIGAN

COUNTY OF OTSEGO

46* CIRCUIT COURT

87-A DISTRICT COURT

OTSEGO COUNTY PROBATE COURT

www.circuit46.org

PLEASE REPLY TO:

□ 800 Livingston Blvd. Ste 1C Gaylord, MI 49735 Circuit Ph: (989) 731-0225 ♀

Family Ph: (989) 731-0214 © Probate Ph: (989) 731-0204 © District Ph: (989) 731-0201 ©

Friend of the Court: 800 Livingston Blvd. Suite 1A Gaylord, MI 49735 Ph: (989) 731-7450



December 13, 2013

State Appellate Defender Office Attn: Marla R. McCowan Penobscot Bldg., STE 3300 645 Griswold Detroit, MI 48226-4281

RE: List of Attorneys Taking Criminal Assignments, or Contract Defenders & Eligibility Standards, Forms

Dear Ms. McCowan,

Pursuant to your letter dated December 4, 2013 requesting the above referenced information, please find attached a copy of the current Court Appointed Attorney Contract for Otsego County.

The attached contract covers the items requested in your letter for the Otsego County Judicial System's indigent attorney requests. This court issues assignment upon request of the indigent defendant's following the completion and review of MC 222, Request for Court Appointed Attorney.

If you should have any further questions regarding the above, please feel free to contact me directly at 989-731-0228.

Sincerely,

Administrative Assistant

Enclosure

46th CIRCUIT COURT OTSEGO DEFENSE CONTRACT 87-A DISTRICT COURT OTSEGO DEFENSE CONTRACT OTSEGO COUNTY PROBATE COURT DEFENSE CONTRACT

August 1, 2012 - July 31, 2015

The undersigned agree as follows:

- That Gary L. Gelow, (hereinafter "Contract Administrator") 1. shall provide legal representation to all indigent parties charged with offenses cognizable in the Otsego County Court system (understood by all parties to include the circuit, district, and probate courts of Otsego County Michigan only) pursuant to MCR 6.101. Further, the Contract Administrator shall provide representation to all minors whose parents or guardians are indigent and who are charged with criminal offenses. Further, the Contract Administrator shall provide representation to all parties who are indigent and are involved in a matter or allegation of abuse and/or neglect of a minor child, or who are involved in protective proceedings (DD, MI, LIP, etc.). Legal representation shall be provided by and through the Contract Administrator through a series of subcontractors with various attorneys and/or law firms. The Otsego County Courts, by and through its Chief Judges, retains the right to approve or reject any of the subcontractors tendered by and through this instant agreement.
- 2. The Otsego County Courts, by and through its Chief Judges, does hereby agree that the Contract Administrator shall be compensated at the rate of Eleven thousand, five hundred, eighty nine and 50/100 (\$11,589.50) dollars per month for the term of August 1, 2012, through July 31, 2013, for the services provided in #1 above.
- 3. The Otsego County Courts, by and through its Chief Judges, does hereby agree that the Contract Administrator shall be compensated at the rate of Eleven thousand, seven hundred, five and 40/100 (\$11,705.40) dollars per month for the term of



August 1, 2013, through July 31, 2014, for the services provided in #1 above.

- 4. The Otsego County Courts, by and through its Chief Judges, does hereby agree that the Contract Administrator shall be compensated at the rate of Eleven thousand, eight hundred, twenty-two and 45/100 (\$11,822.45) dollars per month for the term of August 1, 2014, through July 31, 2015, for the services provided in #1 above.
- 5. The monthly payment shall be made in advance, commencing on or about August 1, 2012, and continuing through each and every month thereafter during the term of the contract, based on Otsego County's warrant (check disbursement) schedule.
- 6. The Contract Administrator shall accept, without further compensation, representation of five indigent parties, per year, who desire to appeal a final disposition of the Otsego County Courts.
- 7. Court ordered appointment shall, pursuant to the provision of this contract, apply only to those circumstances where Michigan Constitution, Michigan statutes, or Michigan Rules of Court require the appointment of counsel, including probation violation charges.
- 8. Contract attorneys must resolve conflicts to ensure legal representation is present at the scheduled hearing so the hearing can proceed as scheduled.
- 9. The Contract Administrator has the affirmative obligation to review an indigent defendant's financial status and advise the appropriate presiding judge in the event the Contract Administrator or any attorney determines that a defendant is not entitled to court appointed counsel for lack of indigency.
- 10. The parties agree that either party to the instant contract may be cancelled without liability upon ninety (90) days written notice.

- 11. The contract attorneys shall maintain professional liability insurance in an amount no less than \$400,000 per claim and \$1,000,000 aggregate throughout the term of this contract.
- 12. The Contract Administrator shall serve as liaison to the Chief Judges of the Otsego County Courts regarding the administration and/or procedural matters involved in the administration of this instant contract.
- 13. That appointments which are made during the term of this instant contract shall be completed through final disposition without additional compensation irrespective of the cancellation, revocation, or non-renewal of this instant contract.

Dated: $6-13-12$	Honorable Patricia A. Morse, Chief Judge
Dated: 6-14-12	87-A District Court Honorable Janet M. Allen, Chief Judge
Dated: (0-13-12	Honorable Michael K. Cooper, Chief Judge Otsego County Probate Court
Dated: 6/28/12	ON DA

Dated: 6-19-12

John Burt, Otsego County Administrator

Gary L. Gelow, Contract Administrator



From: 47th Circuit Court
To: Marla McCowan
Subject: Appellate Attorneys

Date: Tuesday, February 04, 2014 3:58:09 PM

Ms. McCowan:

Please be advised that there is no change in information for the 47th Circuit Court-Delta County. My apologies for the delay in providing this information.

Brenda J. LaCount 47th Circuit Court Administrator

State of Michigan



THE FORTY-SEVENTH JUDICIAL CIRCUIT DELTA COUNTY

310 Ludington Street, Suite 159 ESCANABA, MICHIGAN 49829 Phone: 906-789-5103 Fax: 906-789-5104

email: circuit@deltacountymi.org

BRENDA J. LACOUNT COURT ADMINISTRATOR - CEO 7745

RENEE F. ALEXANDRONI
OFFICIAL COURT REPORTER - CSR/CER 3128

FAX COVER SHEET

TO:

CHIEF JUDGE STEPHEN T. DAVIS

FAMILY DIVISION

PRESIDING JUDGE

ROBERT E. GOEBEL, JR.

Marla Rose McCowan

CDRC Manager/SADO

Fax No. 313-956-0372

FROM:

Brenda J. LaCount

47th Circuit Court Administrator

DATE:

January 17, 2012

RE:

List of Attorneys Taking Criminal Assignments, or Contract Defenders & Eligibility

Standards, Forms

Number of Pages Including Cover Sheet: 4

Attached you will find the Court Appointed Attorney Roster and Contract utilized by the 47th Circuit Court. Please note that four (4) of the attorneys have a full contract and receive a monthly payment of \$1,333.33, and the two (2) remaining attorneys share a full contract, with one receiving \$666.67 monthly and the other \$666.66 monthly.

If you need any further information, please advise.

Court Appointed Attorney Roster (As of October 1, 2011)

1100 Ludington, Ste. 301 E., Esc., MI 49829, 789-4200	
Felony	Other
	M
JOHN M. BERGMAN (P24037) 524 Ludington, Ste. 105, Esc., MI 49829, 789-6370	
Felony	Other
JAMES J. VIAU (P43335)	
808 Ludington Street, Esc., MI 49829, 786-2277	
RUSSELL W. HALL (P34800)	
517 Ludington Street, Esc., MI 49829, 786-6009	
Felony	Other
NO.	***************************************
DONALD F. LEMIRE (P29729)	
100 So. 8th St., Ste 200, Esc., MI 49829, 786-0516	
Felony	Other
IOHN M.A. BERGMAN (P69725) 24 Ludington, Ste. 105, Esc., MI 49829, 789-6370	
24 Codington, Ste. 103, Esc., WI 47827, 787-0370	
Pelony	Other

CONTRACT

THE 47TH CIRCUIT COURT and ______, hereby enter into the following agreement for the period October 1, 2011 to September 30, 2012.

The Court agrees to assign 1/5 of all cases which qualify for court appointed counsel in the Circuit Court. The assignments shall be rotated on an equal basis among all contract attorneys with the Court maintaining two separate rosters. The first rotating roster shall be for felony appointments, and the second shall be for appointments to minor matters such as probation violations, personal protection order violations, and family court show cause actions. Assignments will not include any appellate work.

The attorney agrees to accept all referrals and to perform all necessary services for the client in connection with the appointment. The attorney agrees to advise the Court immediately should the attorney find himself/herself in a position of having to decline a court referral because of a conflict of interest or commitment in another case or court. Where such a conflict arises and another contract attorney cannot substitute for the attorney, the Court may substitute a non-contract attorney.

The attorney further agrees that to avoid inconvenience and cost to the Court, other attorneys, clients and the public, and that the attorney will make diligent efforts to timely appear for all hearings. The Court shall communicate and coordinate with the attorneys to provide them with timely notice of hearings and shall schedule hearings at times convenient to all parties consistent with statutes and court rules.

It is the intention of all parties to provide the highest standard of professional services and to act and appear in such a way as to assure the client and the public that effective assistance of counsel is being provided. The attorney agrees to provide such services and conduct himself/herself in accordance with all professional ethical standards to accomplish the above goals.

The Court agrees to pay \$16,000.00 for the period of October 1, 2011 to September 30, 2012, with monthly payments of \$1,333.33. In the event the Court's attorney fee line item budgeted amount of \$95,000.00 (2011-2012 budget) has any money remaining at the end of September 2011, after payment of contract fees and fees for appellate attorneys and residual fees from earlier budget years, the remainder shall be equally divided among all five shares of 2011-2012 contract attorneys. The attorney agrees to accept this as total payment for such services. The attorney is responsible for his or her own costs such as mileage, phone calls, copying expenses, etc. In the event an appointment results in the necessity for extraordinary and unexpected services by or for the attorney, upon request, the Court in its sole discretion may pay an additional sum to said attorney on a case by case basis.

The Court or the attorney reserves the right to terminate this contract on thirty (30) days written notice. In the event an attorney dies, becomes physically or mentally incapacitated so as to be unable to perform the contract, it will terminate at that time.

This written contract reflects the complete agreement. There are no oral agreements. This contract may be amended only by mutual consent of the parties and then only by written agreement. The signature of the parties below signifies the acceptance of the parties to be bound by the terms.

Date:	
	Stephen T. Davis, Circuit Judge
Date:	
	(Attorney signature)



48th CIRCUIT COURT OFFICE OF THE ADMINISTRATOR



Telephone: 269-673-0330, ext. 3333

Michael J. Day, Circuit Court Administrator

113 Chestnut Street **County Building** Allegan, Michigan 49010

December 16, 2013

Ms. Marla R. McCowan **CDRC Manager** State Appellate Defender Office Penobscot Bldg. Suite 3300 645 Griswold Detroit, MI 48226-4281

Dear Ms. McCowan,

The following information is provided in response to your correspondence received 12/09/2013.

(1) Circuit Court Jonathan Blair Emily Green Frederick Jensen Susan Prentice-Sao Mike McEwen Paul Klein

Rick Hunter Robert Champion

Matthew Antkoviak

District Court

Heidi Wolfe Matthew Antkoviak

The fee scheduled is attached.

- (2)The Circuit Court does not maintain a contract for appointments.
- (3) The application form and Administrative Order are attached.
- We believe our current plan for appointment will substantially comply with 2013 PA 93. When standards have been approved by the Supreme Court we will submit the plan for approval.

ichael 🌡 pay, Circuit Court Administrator

MJD/civ

Enc:

STATE OF MICHIGAN 48th CIRCUIT COURT **ALLEGAN COUNTY**

FELONY DEFENSE COUNSEL OF RECORD FEE SCHEDULE

FEE SCHEDULE

Attorneys will be paid in accordance with the following fee schedule. The fee includes client interviews and conferences, review of police report and the Preparation of a basic background report, conference with witnesses, office file setup, district court pre-exam conference, preliminary exam, circuit court arraignment, motions, plea and sentence. Any request for payment of extraordinary fees beyond those set forth in this schedule require prior written authorization from the assigned judge.

TIER | OFFENSES

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HER I OFFENSES	
Murder Cases	\$1795.00
Life Offenses (as determined by charge prior to any habitual offender enhancement)	\$1382.00
Mandatory Prison	\$ 800.00
Person over 4 years	
b. Controlled substance over 10 years	
Misdemeanor (1 yr or less) Dispositions	\$ 500.00
District Court Retained Counsel.	
Trial – Full Day	\$ 480.00
Trial – Half Day.	
Represent Witness	\$ 150.00
Dismissal/Nolle before Pre-lim	\$ 150.00
TIER II OFFENSES	
All other cases:	\$ 460.00
a. Person 4 years and below	
b. Property	
c. Controlled Substance 10 years and below	
d. Public Order	
e. Public Safety	
f. Public Trust	
Misdemeanor (1 yr or less) Dispositions	\$ 265.00
District Court Retained Counsel	
Trial – Full Day	
Trial – Half Day	
Represent Witness	
Dismissal/Nolle before Pre-lim	
PROBATION VIOLATIONS	
Formal Hearing	
Informal Hearing/Sentence Only	\$ 150.00

INTERLOCUTORY APPEALS Research and court time

\$47.50 per hour with \$800 maximum fee

MULTIPLE CASES

In the event of the assignment of multiple felony cases for the same defendant, resulting in concurrent representation:

Attorneys will receive 100% of the case fee for the first case assigned or the higher tier case, whichever is greater Attorneys will receive 100% of the case fee for any subsequent case that results in a trial where witnesses are called and

Attorneys will receive 50% of the case fee for any subsequent case that results in any disposition other than trial.

In the event of the assignment of multiple probation violations for the same defendant:

Attorneys will receive 100% of the case fee for the first probation violation case assigned.

Attorneys will receive 100% of the case fee for any subsequent case resulting in a formal hearing where witnesses are called and testimony is taken.

Attorneys will receive 50% for any subsequent probation violation that results in any other disposition.

CONFLICTS

Scheduling Conflict

In the event of a scheduling conflict, the assigned attorney will be responsible for obtaining coverage by another attorney. That attorney must be on the court's approved counsel list. Any payment arrangement for these services will be handled between the two attorneys.

Legal Conflict

In the event there is a legal conflict with a case and the first attorney is allowed to withdraw by the court, the court will reassign another attorney to the case. If the first attorney believes extraordinary circumstances exist and that compensation should be paid for work already completed on the case, he/she has the option to petition the judge of record on the case for partial payment.

In the case of all substitutions, the first attorney will provide the new attorney with the police report and any other important case materials for the case so that it can be transferred to the new attorney.

STATE OF MICHIGAN 48th CIRCUIT COURT ALLEGAN COUNTY

APPLICATION TO SERVE AS FELONY COURT APPOINTED COUNSEL

Court Address

113 Chestnut St., Allegan MI 49010

Please type or print legibly:

APPLICANT NAME:	
BUSINESS ADDRESS: (street, city, state, zip code)	
BUSINESS PHONE: ()	BUSINESS FAX NO. ()
CELL PHONE (optional): ()	BUSINESS EMAIL:
MICHIGAN STATE BAR MEMBER SINCE:	BAR NO. P-

ATTORNEYS MUST MEET THE FOLLOWING REQUIREMENTS:

- E Attorney must be fully licensed to practice law in the State of Michigan to receive appointments.
- Attorney must maintain professional liability insurance on him/herself of at least \$500,000 per occurrence, \$250,000 for each individual. (A copy of your certificate of insurance may be attached to this application and/or must be on file with the court prior to any court appointment.
- Attorney must have access to fax and e-mail resources, and certify that they access the programs daily.
- Attorney shall have an office in Allegan County. Each attorney must have a telephone number available so that indigent clients will not have to make a toll call when contacting their attorney.

Please explain how you will meet this requirement:

Attorney agrees to hold harmless and indemnify the County of Allegan, the 48th Circuit Court, the Allegan County Board of Commissioners, the Judges of the 48th Circuit Court and their agents, officers and employees from any and all liability arising out of the attorney's acts or omissions arising from any appointment.

ALLEGAN COUNTY ATTORNEY CLASSIFICATIONS:

Master List: This list will consist of eligible attorneys to receive appointments for felony cases in Tier 1, Tier 2 or any felony probation violation.

Limited Appointment List: This list will consist of eligible attorneys to receive appointments for felony cases in Tier II or any felony probation violation.

Felony Alternate List: This list will consist of eligible attorneys that request to participate or wish to be approved for instances where a scheduling or other conflict does not allow one of the attorneys on the other rosters to be assigned.

Please designate the list you wish to apply for:	
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All applications for appointment shall be reviewed by the Indigent Defense Review Board consisting of the Chief Judges of the Circuit, District and Probate Courts, the corporation counsel of the County of Allegan, the Prosecutor, a representative of the Allegan Bar Association who has not applied, and a member of the public at large. The Board shall determine, based upon experience, education and the applicable qualifications which, if any, list the applicant will be placed on.

The Indigent Defense Review Board shall meet annually to review applications. Attorneys placed on either the Felony Alternate list or Limited Appointment list may re-apply after one (1) year to seek reclassification to receive appointments under another level.

ATTORNEY CRITERIA:

2. Nature of present pract	tice:%Criminal	% Civil	% Other-explain:
3. Criminal defense expe	rience:		
a. Number of cr	iminal defense representation	ns within the past thre	e years:
b. Number of cr	iminal defense trials within t	he past three years: ju	ıry non-jury
c. List your last f	ive criminal cases tried:		
Court/Judge	Trial Date	Offense(s)	Opposing Counsel
	·		
	civil, juvenile, federal court		
5. In lieu of trial experien	civil, juvenile, federal court	, etc):experience and/or hav	e participated in a mentor program.
5. In lieu of trial experien	civil, juvenile, federal court	, etc):experience and/or hav	
5. In lieu of trial experien Explain	civil, juvenile, federal court	, etc):experience and/or hav	e participated in a mentor program.
5. In lieu of trial experien Explain6. Service within the crim	ce, I have had second chair coint into justice system: (specify	experience and/or hav	e participated in a mentor program.
5. In lieu of trial experien Explain6. Service within the crima.a. Other Rosters	ce, I have had second chair cannot justice system: (specify	experience and/or have	e participated in a mentor program. ity, date by year)
5. In lieu of trial experient Explain6. Service within the crima. Other Rostersb. Defender's One	ce, I have had second chair count inal justice system: (specify	experience and/or hav	e participated in a mentor program. ity, date by year)
 5. In lieu of trial experient Explain 6. Service within the crima. Other Rosters b. Defender's Oc. Prosecutor's Co. 	ce, I have had second chair clinal justice system: (specify	experience and/or hav	e participated in a mentor program. ity, date by year)
5. In lieu of trial experient Explain 6. Service within the crima. Other Rosters b. Defender's Oc. Prosecutor's C. d. Law School C.	ce, I have had second chair chinal justice system: (specify specify specify ce: Office:	experience and/or have county or federal ent	e participated in a mentor program. ity, date by year)
5. In lieu of trial experient Explain 6. Service within the crima. Other Rosters b. Defender's Oc. Prosecutor's Cod. Law School Cod. Law School Cod. Law School Cod. E. Judicial Clerk	ce, I have had second chair chair is similarly justice system: (specify specify specifical specific specify specify specify specify specify specific speci	experience and/or have county or federal ent	e participated in a mentor program. ity, date by year)

Return application to:	Circuit Court Administrator 113 Chestnut Street Allegan, MI 49010
Date:	Applicant's Signature:
I certify that the above staten	
·	
	nd that if I exhibit unprofessional behavior, actions of significant indiscretion or bad conduct, emoved from receiving further defense appointments.
	access my fax and e-mail resources daily.
	represent my client at all proceedings. If I cannot attend a proceeding on behalf of my client, obtain substitute counsel from the court's approved roster of defense attorneys.
	perate with the court's collections plan in order to assess the defendant's/party's financial ability to create an individual payment plan.
	d mandatory informational training meetings or continuous legal education as scheduled art or as required by state law.
I agree to a	cooperate with the court's scheduling policies and procedures.
• I agree to	be mentored or be second-chair to gain criminal practice experience.
• I will mair	ntain the temperament and demeanor that is sensitive to the needs of representing my clients
15. If appointed to represen	t indigent criminal defendants:
14. Have you ever been con	victed of a criminal offense? No Yes
13. Have you been sanction If yes, explain:	ed or disciplined by any court or any state bar association? No Yes
12. Have you petitioned any	court for debtor protection? No Yes-explain
11. Are you fluent in any for	reign language? No Yes-list languages
10. Articles you have public	shed regarding criminal law issues (list article/publication source/date):
9. Criminal law seminar, we	orkshops or training sessions for which you have been a speaker or presenter:
9. Criminal law seminar w	orkshops or training sessions for which you have been a speaker or presenter.

48 th Judicial Circuit County of Allegan	ADMNISTRATIVE ORDER APPOINTMENT OF	Order No: 2013-04
State of Michigan	COUNSEL FOR INDIGENT	
	PARTIES	

113 Chestnut Street, Allegan, Michigan 49010

Telephone: 269-673-0300

IT IS SO ORDERED:

- I. Delinquency/Neglect and Abuse Matters.
 - The Court will enter into a contractual agreement with individual attorneys and/or firms
 to provide representation to qualifying minors, parents and others as provided by rule or
 statute.
 - 2. Attorneys providing representation shall demonstrate a level of knowledge and experience sufficient in the opinion of the Court to allow for adequate representation of the client's interests.
 - 3. The judges of the Court will regularly review the performance of each appointed attorney as they appear before said judges on a case. The Court reserves the right to amend the contract for services to remove any attorney at the direction of the Chief Judge. Any attorney so removed may request a meeting with the Chief Judge to review the reasons for the removal. The final decision shall be in writing.

II. Felony Matters.

- 1. The Court shall establish a roster of qualified attorneys to provide representation to indigent felony defendants.
- 2. Attorneys seeking to be included on the roster shall submit a written application, using the court approved application form, to the Circuit Court Administrator. All applications submitted shall be provided to the Indigent Defense Review Board, consisting of the Chief Judges of the Circuit, District and Probate Court and the corporation counsel of the County of Allegan.
- 3. The Board shall meet biannually to review applications and determine which list, if any, the applicant will be placed on. Placement on a list shall be determined by the Board based on experience, education and other applicable qualifications as specified in the application.
- 4. Not less than annually the Indigent Defense Review Board shall review the performance of each attorney receiving appointments with a focus on effective representation and efficiency. In conducting the review the Board shall solicit input from all judges in the Circuit; shall review any written complaints filed by a party, member of the public or court staff; shall consult with the county finance department regarding any billing issues. The evaluation results may be used to determine eligibility for continuing appointments and/or reclassification to receive appointments under another level.

III. Appointment.

- 1. Delinquency/Neglect and Abuse Matters.
 - A. The appointment process will be defined by the terms of the contract, but will generally result in an equal member of appointments to each attorney and/or firm participating in the contract.
- 2. Felony Matters.
 - A. Appointments will be made from the established attorney roster on a rotational basis and counsel shall be assigned as soon as possible after formal charges are filed.
 - B. Eligibility for level of case assignment (TIER I OFFENSES OR TIER II OFFENSES OR BOTH) shall be determined by the Indigent Defense Review

Board consisting of the Chief Judges of the Circuit, District and Probate Court and the corporation counsel of the county.

3. Whether by contract or roster appointment, the court reserves the right to limit both eligibility for and the number of appointments based on, but not limited to, the attorney's availability for court appearances.

IV. Compensation.

- 1. Delinquency/Neglect Abuse Matters.
 - A. The rate of compensation will be a fixed annual sum to be paid in quarterly installments to the attorneys and/or firms participating, at a rate to be established through a competitive bid process.
- 2. Felony Matters.
 - A. Attorneys receiving appointments shall be compensated in accordance with the Felony Defense Counsel of Record Fee Schedule and the 48th Circuit Court Felony Defense Counsel Periodic Payment Agreement.

V. Maintenance of Records.

- 1. The Court(s)/County shall maintain complete and accurate records of appointments given to each attorney and/or firm and the total amount of public funds paid to each attorney and/or firm for appointments.
- 2. Said records shall be available for public inspection without charge upon written request to the Court Administrator for appointment records or the County Finance Director for financial records.
- 3. The Court/County reserves the right to limit the number of inspections based upon available resources.
- The Court/County may charge a reasonable fee for any copies of records requested.

4/26/13

Date:

Margaret Zuzich Bakker

Chief Circuit Judge

FORTY-NINTH JUDICIAL CIRCUIT OF MICHIGAN

COUNTIES OF MECOSTA AND OSCEOLA



Honorable Scott Hill-Kennedy Chief Circuit Judge

Honorable Ronald C. Nichols Circuit Judge MECOSTA COUNTY OFFICE 400 ELM STREET BIG RAPIDS, MICHIGAN 49307 Phone (231) 592-0780 Fax (231) 592-0100 OSCEOLA COUNTY OFFICE 301 W. Upton Street REED CITY, MICHIGAN 49677 Phone (231) 832-6103 Fax (231) 832-6149

January 6, 2014

Ms. Maria R. McCowan. CDRC Manager State Appellate Defender Office Penobscot Bldg, Ste. 3300 645 Griswold Detroit MI 48226-4281

Re: 49th Circuit Court Public Defender Contract

Dear Ms. McCowan:

In response to your letter dated December 4, 2013 regarding how our Circuit Court handles assignments, I have enclosed a copy of our current Court-Appointed Counsel Contract for the 49th Circuit Court.

If you have any further questions please do no hesitate to contact me.

Sincerely

Terri L. Pontz

Administrative Assistant

49th Circuit Court

/tp

Enclosure (1)

Court-Appointed Counsel Contract for the 49th Circuit Court,

the 77th District Court, and the Probate Court 18th District

PREAMBLE

The 49th Circuit Court, the 77th District Court, and the Probate Court District 18 are the trial courts for the County of Mecosta and the County of Osceola. Many types of cases before the trial courts of Mecosta County and Osceola County require that individuals be represented by competent counsel whether they can afford to retain counsel or not. Indeed, representation provided by competent advocacy is indispensible to the proper administration of justice, fidelity to procedural due process, and respect for the United States Constitution's Sixth Amendment Right to Counsel. This Contract sets out the procedure for appointing competent counsel in appropriate cases for those who cannot afford to retain counsel (those who are indigent).

In drafting and approving this Contract the Courts were mindful of the ABA Ten Principles of a Public Defense Delivery System, which establishes the attributes that every court-appointed counsel system should display. Where relevant to the matters covered by this Contract, the Courts, to the fullest extent practicable, attempted to follow these principles. (These principles are set out in footnote 1, below. 1)

Historically our three Courts have each drafted and used their own, separate contracts addressing court-appointed counsel; this latest unified Contract addresses court-appointed counsel in all three Courts in this single Contract. In part and more generally, this is consistent with the three Courts's continuing efforts to implement fully their Concurrent Jurisdiction Plan²

^{1 1.} The Public function, including the selection, funding, and payment of defense counsel, is independent.

^{2.} Where the caseload is sufficiently high, the public defense delivery system consists of both a defender office and the active participation of the private bar.

^{3.} Clients are screened for eligibility, and defense counsel is assigned and notified of appointment, as soon as feasible after client's arrest, detention, or request for counsel.

^{4.} Defense counsel is provided sufficient time and a confidential space within which to meet with the client.

^{5.} Defense counsel's workload is controlled to permit the rendering of quality representation.

^{6.} Defense counsel's ability, training, and experience match the complexity of the case.

^{7.} The same attorney continuously represents the client until completion of the case.

^{8.} There is parity between defense counsel and the prosecution with respect to resources and defense counsel is included as an equal partner in the justice system.

^{9.} Defense counsel is provided with and required to attend continuing legal education.

^{10.} Defense counsel is supervised and systematically reviewed for quality and efficiency according to nationally and locally adopted standards.

² The Michigan Supreme Court approved the "Concurrent Jurisdiction Plan for the 49th Circuit Court, the 77th District Court, and Probate District 18 of Mecosta and Osceola Counties" on December 18, 2007, (Administrative Order No. 2007-4) and made the Plan effective April 1, 2008. The Concurrent Jurisdiction Plan includes amongst its goals: "Coordinate administration of circuit, district and probate courts to maximize efficient case flow management in each court," and "Maximize the use of the six courtrooms and the three court buildings in Mecosta County and Osceola County," and "Make maximum utilization of all current court staff resources from all the courts in both counties and consolidate administrative functions where possible."

INTRODUCTION

This Contract sets out qualifications for inclusion on the court-appointed attorney list, continuous professional development required, the method for assigning cases, and the specific compensation to be paid.

The Court will appoint attorneys to indigent individuals in felony, high-court misdemeanor, and misdemeanor criminal cases; in friend of the court order-to-show-cause cases; in paternity cases; in contempt proceedings where a jail sentence is possible; guardianship, delinquency and neglect and abuse cases; and in mental health proceedings. We will appoint attorneys, up to a manageable number, to the types of cases they request provided that they possess the competence to handle such cases.

This Contract is intended to lead to the appointment of a number of competent attorneys at a wide-range of experience levels. This is to ensure that we have sufficient attorneys to ensure a proper attorney time commitment to all individuals represented by attorneys appointed under this Contract. It is also to ensure that we are providing opportunities for progressively more sophisticated case experiences so that we have attorneys ready and able to take on more sophisticated case work as the need arises.

This Contract eliminates any vestiges of a flat-fee contract with a single attorney or law firm to handle all cases in a given court and seeks to strike a balance between giving a wide-range of competent attorneys an opportunity to receive court-appointed work under the Contract and not making the group from which to appoint so large as to diminish the incentive of counsel to commit to court-appointed work because of a lack of case volume.

We have a history of strong and effective representation by our court-appointed attorneys in Mecosta and Osceola Counties because we have consistently had many of our region's most accomplished attorneys seek such appointments and perform their duties faithfully and diligently. We intend that this continue.

CONTRACT TERMS AND RECITALS

THIS CONTRACT, made and entered into on the	day of	, by and
between the 49th Circuit Court, the 77th District Court, and th	e Probate Court	District 18 for the
County of Osceola and the County of Mecosta, hereinafter re	eferred to as the "	Courts" and the
undersigned attorneys, hereinafter referred to as the "Attorne	ys,"	

WHEREAS, the Court is required to appoint counsel to represent indigent defendants in felony, high-court misdemeanor, and misdemeanor criminal cases; in friend of the court order to-show-cause cases; in paternity cases, in contempt proceedings where a jail sentence is possible; guardianship, delinquency, and neglect and abuse cases; and in mental health proceedings,

WHEREAS, the Attorneys desire to serve as appointed counsel representing said indigent defendants,

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, IT IS HEREBY AGREED AS FOLLOWS:

A. METHOD OF APPOINTMENT

1. The Courts shall appoint the Attorneys as counsel to represent such parties as are judicially determined to be indigent so as to qualify for court appointment of counsel in felony, high-court misdemeanor, and misdemeanor criminal cases: probation violation cases; in friend of the court order-to-show-cause cases; paternity cases, and contempt proceedings where a jail sentence is possible; in guardianship. delinquency, and neglect and abuse cases; and in mental health proceedings. Such appointments shall be made based upon a rotation system established by the Courts. Each Court or division – Probate Court, Family Division of Circuit Court, District Court, and Circuit Court – shall maintain and keep up-to-date the lists of attorneys specific to areas of practice traditionally handled by the noted Courts and Division. The Circuit Court office will maintain a copy of all the current lists, which will be available for inspection and copying upon request. The Attorneys will be assigned for rotation purposes by the Courts based upon their qualifications, particularly legal experience, and expressed interest, into several lists specific to each area of representation for which appointments are made. The Courts shall appoint Attorneys from the assigned list applicable to the indigent defendant's charged offense. The determination of an Attorney's list assignment is within the discretion of the Osceola County and Mecosta County Judges, however, an Attorney who has originally been assigned to a particular list or lists may later be placed upon additional lists based upon interest and qualifications.

The lists are as follows:

A. Circuit Court

- i. Capital Offense sentences with a maximum of life.
- ii. Major Felony sentences more than 5 year and less than life, and negligent homicide.
- iii. Felony sentences more than 2 years and up to 5 years.
- iv. Felony/High-Court Misdemeanors sentences up to 2 years and not including negligent homicide.
- v. Overflow lists(s).

B. District Court

- i. Misdemeanors.
- ii. Probation Violation and Show Cause Hearings
- ii. Overflow list(s).

- C. Probate Court (Probate cases and Family Division of Circuit Court cases)
 - i. Friend of Court order to show cause proceedings and contempt proceedings.
 - ii. Paternity.
 - iii. Guardianships,
 - iv. Juvenile delinquency.
 - v. Neglect and abuse.
 - vi. Mental health commitments.
 - vii. Overflow list(s).
- 2. The Courts have the discretion, after consulting with the Attorneys currently on each list, to modify the placement and/or frequency at which an Attorney's name appears in the rotation pursuant to Paragraph 1.
- 3. An Attorney may request a different placement in the rotation and/or an increase or decrease in the frequency in which his/her name appears in the rotation pursuant to paragraph 1. Such requests will be granted, denied, or modified at the discretion of the Courts.
- 4. In applying the rotation system, where appointments would typically be given to the next Attorney on the list and so on, the Courts in individual cases may consider the greatest economy, the least number of case/party conflicts, and the minimization of scheduling conflicts in making appointments. This could result in occasionally diverting from the typical method of appointment pursuant to the rotation system. To the extent practicable the Courts will appoint the Attorney who was bypassed on the list to the next case of a similar type filed provided the Attorney is otherwise qualified.
- 5. The Attorneys are obligated to accept the appointments made by the Court pursuant to paragraph 1, and agree to provide legal services in a competent manner to all individuals to whom Attorneys are appointed under this Contract. The obligation continues through final disposition of the case unless the appointed Attorney immediately contacts the Court regarding any conflict of interest with the appointment. The Court will then give this case to the next Attorney pursuant to the rotation. The Court will appoint the Attorney who had declined the regular assignment due to the conflict to the next case of a similar type filed provided the Attorney is otherwise qualified.
- 6. Where circumstances such as multiple co-defendants or conflicts of interest require the assignment of Attorneys in addition to those set out on the several lists or overflow lists for a particular county the Mecosta List or the Osceola List Attorneys on the lists and overflow lists for the other county will be requested to take the additional assignments.
- 7. An Attorney or a substitute attorney may appear at any hearing in a case assigned to another Attorney only with the express permission of the applicable Court and the client.

- 8. In the event an Attorney determines that any defendant he/she is representing is not, in fact, indigent or is capable of partial reimbursement for the cost of his/her representation, and to the extent the Attorney can do the same without breaching any attorney/client confidence or privilege, the Court shall be promptly notified so that arrangements may be made either for reimbursement or for substitution of retained counsel. It shall not be improper for the Attorney who was the court-appointed Attorney to become the retained Attorney.
- 9. In the event conflicts of interest should arise in the representation of multiple individuals assigned to the Attorney or with any other client of the Attorney where the Attorney was retained prior to the date of the appointment under this Contract, it shall be the obligation of the appointed Attorney to immediately petition the Court for a substitution of Attorney. If it is judicially determined that an irreconcilable conflict of interest has arisen or could arise, then the Court will appoint a different Attorney to eliminate the conflict.
- 10. There will be individuals served by Attorneys that will have subsequent matters before the Court; The Court shall appoint the same Attorney for these subsequent matters, where these individuals are eligible for appointed counsel, unless there is good cause to do otherwise. This will also include assignments such as Probation Violations. If the Attorney is no longer available or otherwise is not appointed, the Court shall appoint an Attorney based upon the rotation.
- 11. The Attorneys may maintain a private civil and/or criminal practice, but shall give reasonable priority to assigned cases over cases in their private practice.
- 12. Should an Attorney become involved in any irreconcilable conflicts of scheduling he/she shall notify the Court immediately to request an appropriate adjournment.
- 13. In felony and high court misdemeanor cases, the petition for court-appointed Attorney, the order appointing the Attorney, and the felony complaint will all be faxed to the Attorney as soon as the Court determines counsel to be appointed, following the established rotation procedure.

(When a conflict arises with a Preliminary Examination date, the appointed attorney will address the conflict issue to the District Court and/or the Prosecutors Office and not the Circuit Court.)

B. QUALIFICATION FOR INCLUSION ON LIST³

The Attorneys shall provide to their clients quality representation equivalent to that provided to paying clients by a skilled, knowledgeable, and conscientious lawyer in the applicable practice area. Such quality representation extends to all relevant legal proceedings involving their clients. The Attorneys shall strive to exceed these standards.

Having sufficient experience or its equivalent and bar membership in good standing is a necessary, but not a sufficient, prerequisite for attorney eligibility to handle a given level of cases. An attorney who has been in practice a certain number of years, or has been counsel of record in a certain number of serious cases, but whose past performance does not represent the proficiency and commitment necessary for provision of quality representation in difficult cases, will not be placed on the roster for assignment in those cases. In other words, inclusion on the list will not be the refuge of attorneys who have demonstrated an inability or unwillingness to provide quality representation. (For example, the Courts may deny the inclusion of an Attorney who appears to meet experiential requirements based on number and types of cases handled while on staff in a prosecutor office or at a defender office because the attorney was fired from the office for incompetence.)

Attorneys will be assigned based upon experience and ability to handle cases of varying types at corresponding levels of difficulty. Generally, factors that will be considered in evaluating and classifying attorneys who have applied for placement on the list include: length of all legal practice; practice in the jurisdiction; practice in the particular practice area in which the attorney seeks appointment; appropriate specialized legal training; and, other applicable specialized training.

Specifically in the Circuit Court, Attorneys will be deemed qualified to handle particular felonies and high-court misdemeanors as follows:

- Category I. Capital Offenses sentences with a maximum of life <u>60 points or over</u> and <u>3 jury trials</u> (Trials involve Category I or II offenses).
- Category II. Major Felony sentences in excess of 5 years to less than life, and negligent homicide 30 points or over and 3 jury trials (Trials involve Category I, II, III, or IV offenses).
- Category III Felony sentence in excess of 2 years up to and including 5 years' imprisonment 20 points or over.
- Category IV Felony/High Misdemeanor sentence up to and including 2 years' imprisonment, and not including negligent homicide less than 15 points.

³ Adapted in part from <u>Standards for the Administration of Assigned Counsel Systems</u> (National Legal Aid and Defender Association, November 14, 1989), <u>Compiled in</u>, Indigent Defense Standards –a compilation of National Standard and Commentary (Office of Justice Program, United States Department of Justice and National Legal Aid and Defender Association, February 1999).

Points are earned as follows:

- Felony jury trial (Category I or II offenses) 10 points each (maximum 30 points).
- Felony jury trial (Category III or IV offenses) <u>5 points</u> each (maximum 15 points).
- Attendance at CDAM conferences during past 2 years <u>5 points</u> each (maximum 10 points).
- Acquiring and reviewing CDAM conference materials <u>2 points</u> each (maximum 6 points).
- Misdemeanor jury trial 5 points each (maximum 15 points).
- Misdemeanor nonjury trial 3 points each (maximum 6 points).
- Civil jury trials 2 points each (maximum 10 points).
- Established mentorship with experienced criminal trial practitioners with 15 years criminal trial experience 5 points.
- Acquiring and utilizing the state appellate defenders office criminal practice materials 5 points.
- Participating in the SADO criminal law forum 5 points.
- Attendance at the CDAM trial college 10 points (maximum 10 points).
- Membership in the criminal law section of the State Bar 3 points.
- Attendance at continuing legal education seminars, such as State Bar or ICLE programs 3 points each (maximum 6 points).
- Circuit courts law clerk experience for one year or more 3 points.

Attorneys handling felonies and high-court misdemeanors under this Contract must maintain and provide proof of adequate malpractice insurance.

It is up to the attorneys to provide verifiable information to support an application for inclusion on a list or reclassification to a different list. The type of information needed for verification of some attorney qualifications is obvious. Assertion of bar membership should include whatever information is routinely used by the state bar to check its records, such as a bar identification number or admission date. Assertion of experience in prior cases should include the name and location of the courts in which the cases were heard, names of the cases, docket numbers of the cases, charges, dates of disposition, and/or any jurisdiction-specific information needed for verification by the Courts. Assertion of Criminal Defense Attorneys of Michigan or State Appellate Defenders Office membership, participation, and/or material purchase/review may be established by receipts, membership cards, etc.

Specific qualification to handle District Court cases may be obtained directly from the District Court.

Specific qualifications to handle Family Division of Circuit Court matters and Probate Court matters may be obtained directly from the Probate Court.

C. COMPENSATION

- 1. It is expressly understood and agreed that the total compensation which the Attorneys shall receive for their services rendered under this Contract shall be set forth in the attached schedules except as noted in (C) (5) below. Schedule A sets out the compensation for Circuit Court matters, Schedule B sets out compensation for District Court matters (for overflow list only if specific, blanket annual contract with firms is in place), and Schedule C sets out compensation for Probate and Family Division matters.
- 2. Attorneys shall submit their request for compensation on the relevant form set out on the attached schedules. Schedule D is the form to be completed for court-appointed work in the Circuit Court. Schedule E is the form to be completed for court appointed work in the District Court (for overflow list only if specific, blanket annual contract with firms is in place). Schedule F is the form to be completed for court appointed work in the Probate Court and Family Division.
- 3. In extraordinary cases the Court has the discretion to increase the compensation an Attorney would receive under this agreement upon written request and appropriate proof from the Attorney.
- 4. Should it be necessary for an Attorney to terminate his/her relationship with a client because of a conflict of interest, because the client voluntarily terminates said relationship, or for other good cause approved by the Court, the compensation the Attorney will receive will be addressed on a case-by-case basis.
- 5. The District Court may enter into blanket contracts with firms to handle misdemeanor criminal cases more generally, arising during specific time frames. Where this occurs, the District Court will enter a separate contract with these firms, which will dictate compensation and the method used to obtain payment of this compensation.

D. CONTINUOUS PROFESSIONAL DEVELOPMENT REQUIRED

All court appointed attorneys are expected to maintain high levels of professionalism, expertise and currency in those areas of the law for which they are appointed to represent indigent parties. The Court believes that this goal cannot be achieved in the absence of continuous professional development. Accordingly, it is expected that all attorneys accepting appointments under this contract shall participate in a minimum of five (5) hours of continuing legal education per year in areas of the law for which the attorney intends to receive appointments. Alternatively, an attorney may fulfill this requirement by attending one legal institute or seminar per year in areas of the law for which he or she intends to receive appointments. Proof of participation in continuing legal education shall be provided to the Court upon request.

E. LIMITATIONS/GENERAL REQUIREMENTS

- 1. It is expressly understood and agreed that the Attorneys are independent contractors and not employees of the Courts. The employees, servants, and agents of the Attorneys shall in no way be deemed to be and shall not hold themselves out as the employees, servants, or agents of the Courts. The Attorneys' employees, servants, and agents shall not be entitled to any fringe benefits otherwise offered to or by the Court.
- 2. The Courts shall assume no responsibility for actions brought against an Attorney for the performance of services rendered by the Attorney, nor shall the Courts defend or indemnify the Attorney. The Attorneys understand and agree that their activities are not covered under any liability insurance that may be carried by the Courts. Attorneys handling felonies and high-court misdemeanors under this Contract must maintain at their own expense and provide proof of adequate malpractice insurance covering the attorneys and each of his or her employees performing services under this Contract. Attorneys handling other types of cases under this Contract are strongly encouraged but not required to maintain malpractice insurance. To the extent insurance is required or voluntarily obtained, the Attorney must obtain and pay for same. The Court will bear none of the cost of malpractice insurance.

The Attorneys shall indemnify the Court for any fees which it may incur as the results of errors, omissions, negligence and/or malpractice of the Attorneys.

- 3. The Attorneys shall render the services required of them by this Contract in complete compliance with all applicable federal, state and local laws, ordinances, or rules and regulations and in compliance with all applicable policies, rules and regulations of the Courts.
- 4. The Attorneys shall not discriminate against a person to be served under this Contract because of race, religion, color, national origin, age, gender, sexual orientation, handicap, height, weight, marital status, political or religious affiliations, beliefs of citizenship, or other protected characteristics.
- 5. The Attorneys shall adhere to all federal, state and local laws, ordinances, rules and regulations prohibiting discrimination with regard to persons seeking employment. The Attorneys shall not 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, religion, color, national origin, age, gender, sexual orientation, handicap, height, weight, marital status, political or religious affiliations, beliefs of citizenship, or other protected characteristics.
- 6. This Contract contains all of the terms and conditions agreed upon by the parties to this Contract and no other agreements, oral or otherwise, regarding the subject matter of this Contract, shall have any validity or bind any of the parties.
- 7. If any provision of this Contract is held to be invalid, the remainder of this Contract shall not be affected.

- 8. Nothing contained herein shall be construed to require the Court to expend funds beyond those appropriated by the Courts' funding unit, except that, if the Courts or Counties refuses to comply with the funding requirements of this Contract, the Attorneys shall be immediately relieved of further duties and obligations under this Contract.
- 9. The Judges shall not incur any personal liability for the payment of any fees or expenses covered by this Contract or incurred by the Attorneys during the course of his/her representation of defendants assigned to the Attorneys under this Contract.

F. TERMINATION/INDEMNIFICATION/ASSIGNMENT

- 1. The Attorneys shall not assign, subcontract or otherwise transfer their duties and/or obligations under this Contract without prior approval, either written or verbal, of the Court assigned the case in which the change is sought. (If approval is verbal, it shall be followed with an appropriate "appearance" indicating that the appearance of the new Attorney has been done with the approval of the assigned judge.) Compensation of such sub-contactor shall be solely the responsibility of the Court pursuant to the terms of this Contract. This clause is not intended to limit the Attorneys in the use of appropriately trained and supervised Legal Assistants.
- 2. This agreement may be modified or terminated as follows:
 - A. The Courts have the right, after consulting with the Attorneys currently serving pursuant to this Contract, to terminate or modify this Contract, however, any such modification or termination shall be applied prospectively only and shall not modify or impair any rights or responsibilities of the Attorneys for appointments made prior to the date of the modification or termination.
 - B. The Courts have the discretion, after consulting with the Attorneys currently on a given list, the rotation, to add additional Attorneys to that list and/or to modify the method of appointing Attorneys from the list.
 - C. The Courts may remove an Attorney from the list(s) if the Courts determine that the Attorney has failed to live up to his/her obligations under this Contract.
 - D. An Attorney may withdraw from this Contract upon showing that the Courts or the Courts' funding unit has not lived up to their obligations under this Contract.
 - E. An Attorney may end his or her work under this Contract upon written notice to the Courts, but he/she is obligated to finish those cases which he/she was appointed unless the Attorney petitions the Courts to withdraw as counsel in those cases consistent with the Michigan Court Rules, and the Court allows the withdrawal.

- F. An Attorney may request a different placement in the rotation and/or an increase or decrease the frequency in which his/her name appears in the rotation from a given list. Such requests will be granted, denied or modified in the sole discretion of the Courts.
- G. Termination of an appointment or involuntary removal of an Attorney from the rotation shall serve to revoke all authority of the Attorney to continue representation of those cases which remain outstanding as of the date of the termination, unless the Court is persuaded, upon application of the Attorney and the individual represented by the Attorney, that the Attorney has ongoing ethical obligations to the represented individual, in which case the Attorney may continue the representation until further order of the Court. Once an Attorney's authority to represent an individual ends under this paragraph the files still outstanding shall be turned over immediately to the substitute Attorney designated by the Court.

Attorney:	Court:
	-
Date:	Date:

COMPENSATION FOR CIRCUIT COURT MATTERS

I. CRIMINAL

1.	The Attorney	shall be co	mpensated:	for each	criminal	case	assigned	to him	or her as
fo	llows:						_		

A.	Case resolved at District Court level without a preliminary examination,
	without motions settled prior to the commencement of the preliminary examination:
	\$215.00
В.	Case resolved at District Court level after a preliminary examination and without motions:\$290.00
C.	Case resolved in Circuit Court without preliminary examination:\$340.00
D.	Case resolved in Circuit Court after a preliminary examination:\$365.00
E.	Case resolved in Circuit Court without a preliminary examination, but after a Walker, Tucker or competency hearing, written motion, depositions, or all combined, including Holmes Youthful Trainee Act Petition:\$365.00
F.	Case resolved in Circuit Court after a preliminary examination, and after Walker, Tucker or competency hearings, written motion, depositions, line-ups or all combined:\$440.00
G.	Each day of trial, jury or non-jury, add to one of the above totals:\$515.00
H.	Whenever briefs are filed, whether in opposition to or in support of a motion or position of the defense, or in the event that the Court requires briefs on any issue, the Attorney will be paid \$70.00 per hour for all time attributable to research and brief preparation;
I.	Whenever an Attorney is required to file motions, interlocutory appeals,

and/or appear in Court to conduct an evidentiary hearing in connection with sentencing or motion, the Attorney will be paid \$70.00 per hour for all time attributable to research, brief writing, and preparation as well as Court time.

- J. In those cases where a defendant is convicted and a pre-sentence report is required, the Attorney shall be paid \$50.00 for the review of the pre-sentence report required for such sentencing. This fee shall apply to each such sentencing regardless of the number of counts or cases on which the defendant is being sentenced.
- K. The Attorneys shall be paid at a hourly rate of \$70.00 per hour for cases involving probation violation charges.
- L. If appointed to represent a defendant in a case which takes in excess of four (4) days for trial, the Attorney shall be paid at the hourly rate of \$70.00 for his or her work and efforts after the fourth day of trial.
- M. If appointed to represent an indigent defendant charged with a crime for which maximum sentence, including any habitual offender sentence enhancement, is life or any term of years up to life, and if the defendant is bound over to the Circuit Court on said crime, the rates as aforementioned in this Schedule A will not apply, but the Attorney will be paid at the rate of \$80.00 per hour.
- N. When an Attorney is required to make more than three (3) visits to a client in he jail, in addition to the fees stated elsewhere under this agreement, an additional fee of \$45.00 shall be paid to the Attorney for each said jail visit, not to exceed six (6) visits per defendant unless prior Court approval is first obtained.
- O. Should an individual for which an Attorney has been appointed under this contract be charged with more than one felony, and should those additional felonies be charged on the same information, except in circumstances covered by paragraph P, the base fees (paragraphs A-G above) (excluding additions) charged pursuant to this agreement will be multiplied one-and-one-half (1 and ½) times, if all such offenses charged are defended by way of one action. If a separate trial is had as to any of the said multiple charges, the fee schedule contained herein will apply to each trial. Should any defendant be charged with more than three (3) felonies within a seven (7) day period, this paragraph will not apply unless prior approval is obtained by the court on a case-by-case basis.
- P. Should any individual be charged with more than one felony, and should each felony charge not arise out of the same criminal episode or be under the exact same statute, then the fee schedule contained in this agreement will be multiplied by the number of felonies charged. (It is intended that the "same statute" language does not mean "same chapter" within the criminal code). Should any defendant be charged with more than three (3) felonies within a seven (7) day period, this paragraph will not apply unless prior approval is obtained by the Court on a case-by-case basis.

Q. Properly trained and supervised legal assistants may be used to perform services performed pursuant to this contract and such services are compensated at the rate of \$35 per hour.

II. NON-CRIMINAL CASE

A. The Attorneys shall be paid at a hourly rate of \$70.00 per hour for cases.

III. THE ATTORNEY SHALL ALSO BE REIMBURSED FOR COSTS AND EXPENSES FOR EACH CIRCUIT COURT CASE AS FOLLOWS:

- A. Witness fees and service fees;
- B. Long distance phone expenses;
- C. Copying costs at \$.25 per page;
- D. Postage for all correspondence at the current postal service rate;
- E. Investigative services may be paid in addition, however, only upon prior written approval of the Court and invoices for such services (redacted as may be necessary to protect client confidences) will be submitted to the Court when Attorney submits invoice for payment from the Court.
- F. The compensation provided for herein includes, but is not limited to, Attorney's services, secretarial services, normal investigative services and office expenses, except those listed above. Any extraordinary expenses, such as, but not limited to expert witnesses, testing and diagnosis, depositions, transcripts, travel and lodging in case of change in venue incurred by the Attorneys in performance of services under this Contract shall be reimbursed by the Court only when incurred pursuant to prior approval of the Circuit Court Judge. Reasonable expenses incurred as the result of an order to change venue shall be approved by the Circuit Court Judge upon the determination of reasonableness of such expense.

IV. OTHER REQUIREMENTS

A. If any scheduled trial date is adjourned less than two business days prior to the date and time scheduled for the commencement of trial for reasons other than those attributable to the defense, fifty (50%) per cent of the amount in G above will be paid for the first day of the trial that is adjourned, unless the adjournment is based on a judicial determination that the prosecution's notice to adjourn was brought to the attention of the defense counsel sufficiently in advance of the trial date and prior to said two business days, and the Court judicially determines that the objection to the adjournment is not founded in fact and law. This section applies only to those cases in which the Attorneys are not paid on an hourly basis.

SCHEDULE A

- B. It is agreed and understood that the Attorneys' obligation to represent clients Appointed to them under this agreement shall include sentencing procedures, and that after sentencing, the Attorneys' obligations on each case are complete.
- C. If case is proceeding to trial, the Attorney must submit a current billing at reasonable intervals.

SCHEDULE B

<u>COMPENSATION FOR DISTRICT COURT MATTERS</u>
(for overflow list only if specific, blanket annual contract with firms is in place with its own compensation terms)

A.	Case resolved without trial and without motions	\$200.00
B.	Case resolved without trial, but include unopposed motions (e.g. requests for deferrals under 7411; HYTA; 769.4a, etc.).	\$250.00
C.	Case resolved after one-half day of trial or less	\$350.00
D.	Case resolved after one full day of trial	\$475.00
E.	Each additional day of trial, add	\$275.00
F.	Pre-Trial Motions; Briefs and Hearings, add	\$150.00
G.	The costs which Attorneys incur, such as depositions, evaluations, blood tests, photocopies, transportation, private investigators, long distance calls, expert witnesses, witness fees, and service fees shall be paid by the Court with the Court's prior approval.	
Н.	In the event the Court requires briefs on any issue, the Attorneys shall be paid \$70.00 per hour for all time attributable to research and brief preparation.	
I.	Fee for reviewing a pre-sentence report	\$50.00

COMPENSATION FOR PROBATE COURT AND FAMILY DIVISION MATTERS

It is expressly understood and agreed that the total compensation which the Attorneys shall receive for their services rendered under this agreement shall be as set forth herein. The Attorneys shall be compensated for each case assigned to them as follows:

The attorney shall be compensated for each case assignment to him or her as for the following types of cases:

A. Friend of the Court Show Cause / Contempt proceedings:		
B 	. Personal Protection Order Show Cause / Contemp	t proceedings:
C	Paternity Cases (up to and not including a judicial	hearing):
Guare	dianship	V.1. 31.33
A.	Case resolved including evidentiary hearing	\$125.00
B.	First Full day of trial, jury or non-jury, add to above	\$550.00*
C.	Each additional day of trial	\$350.00
D.	Review	\$75.00
E.	Additional hearing prior to trial	\$75.00
F.	Investigation and reports hours	\$75.00/hour
G.	Appeals (maximum of \$2,000.00 unless negotiated with Court otherwise)	\$75.00/hour

SCHEDULE C

Mental Health Proceedings A. Case resolved at initial hearing and excluding deferral hearing \$150.00 B. Any Additional hearings \$150.00 C. First full day of trial, jury or non-jury, add to above \$550.00* D. Each additional day of trial \$350.00 Juvenile Delinquency Case resolved, including initial pick up hearing, A. preliminary, pretrial and disposition \$200.00 B. First full day of trial, jury or non-jury, add to above \$550.00* C. Each additional day of trial, add to above \$350.00 D. Review hearing, initial PV and OTSC hearings, and hearings for order to take/place into temporary custody hearings, in addition to above \$75.00 E. Additional hearings prior to trial, in addition to above \$75.00 F. Appeals (maximum of \$2,000.00 unless negotiated with Court otherwise) \$75.00/hour G. Motions \$75.00/hour H. Dinner with minor client at their residence when

\$50.00

placed out of their home

\$75.00

Neglect and Abuse

A. Case resolved including initial pick up hearing preliminary and pretrial \$200.00

OR

and OTSC hearing, in addition to above

B. Case resolved including initial pick up hearing, preliminary, pretrial and dispositional hearing \$300.00
C. Additional hearing prior to adjudication, termination or disposition including, but not limited to, initial PV

D. First full day of trial, jury or non-jury, including termination hearing, add to A&C or B&C above \$550.00*

E. Each additional day of trial, add to A&C or B&C above \$350.00

F. Review hearings excluding termination hearing, in addition to above \$75.00

G. Motions \$75.00/hour

H. Appeals (Maximum of \$2,000.00 unless negotiated with Court otherwise) \$75.00/hour

I. Attend Foster Care Review Board Hearing/PPCs \$100.00

J. Dinner with minor client at their residence when placed out of their home \$50.00

CONDITIONS (Applicable to all Probate and Family Division Cases):

- -- Witness fees and service fees billed in addition;
- -- Long distance phone expenses billed in addition;
- Copying cost, in any case, will be billed in addition at 25ϕ per page
- -- Postage for all correspondence at the current postal service rate;
- Whenever briefs are filed, whether in opposition to or in support of a motion or position of the defense, or in the event that the Court requires briefs on any issue, the Attorney will be paid \$75.00 per hour for all time attributable to research and brief preparation with a maximum of \$150.00 unless prior authorization is received.
- * For any trial adjourned or settled 7 days or less before it is commenced, the Attorney may bill up to \$200.00 for trial preparation at the rate of \$75.00 per hour.

TO:		DATE:	
	49 [™] Circuit Court, 400 Elm, Big Rapids, MI		
FRO		CASE NO:	
	POINTED DATE:	MECOSTA/OSCEOLA COUNTY	
	ENT: POSITION:		
טוט	FOSITION.		
A.	Case resolved at District Court level without a prelimina	ry examination, settled w/o motions	
	prior to the commencement of the preliminary examinat		
	preliminary examination .		\$215.00
B.	Case resolved at District Court level after a preliminary	examination and w/o motions:	\$290.00
C.	Case resolved in Circuit Court without preliminary exam	nination:	\$340.00
D.	Case resolved in Circuit Court after a preliminary exami	ination:	\$340.00 \$365.00
E.	Case resolved in Circuit Court w/o a preliminary examin	nation but after a Walker, Tucker	
_	or competency hearing, written motions ,depositions, or	r all combined, incl YTA.	\$365.00
F.	The second secon		
_	competency hearings, written motion, depositions, line-		\$440.00 \$515.00
G.	Each day of trial, jury or non-jury, add to one of the abor (If trial date is adjourned less than two (2) business days		\$515.00
	scheduled to begin for reasons other those attributable t		
	of the amount in G will be paid for the first day of the tria		
H.			
I.	Motions and/or Court appearances to conduct evidential		
	() hours @ \$70.00/hour	•	
J.	Investigative services, other than initial client interview, t	upon prior approval (invoices for such	•
	services must be submitted with this document).		
K.	Services of Legal Assistant: () hours @ \$35.00		
L.	Scheduled trial date adjourned less than 48 hours prior to famounts of G will be paid for adjourned date.	to the date and time scheduled. 50%	
М	Review pre-sentence reports: 1 @ \$50.00	•	
N.	Probation violation charges: () hours @ \$70.00/hr.		
	Post placement on delay, delay related matters () h		
Ρ.	Paternity/case requiring a judicial hearing () hours	@ \$70.00/hr.	
	. Contempt Proceedings Temporary Restraining Orders and Preliminary Injunctive Orders		
	() hours @ \$70.00/hr.		
	Friend of the Court Show Cause / Contempt Proceedings		\$100.00
	Personal Protection Order Show Cause / Contempt Proc		\$100.00
1.	Paternity Case (up to and not including a judicial hearing).		
	J. Trial in excess of four days: () hours @ \$70.00/hr /. Appointment for defendant charged w/crime which maximum sentence includes habitual offender		
٧.	sentence enhancement, is life or any term up to life: (
W.	Multiple counts/same felony information: A, B, C, D, E, o		
	Multiple felonies (if applicable, prior Court approval obtai		
	schedule by number of felonies	, , ,	
Υ	More than three visits to jail: () visits @ \$45.00 (6	maximum w/o prior approval)	
Z.	Case proceeding to trail; this is an interim billing.		
	COSTS ADVANCED:		
	Witness fees: \$	Subpoena fees: \$	
	Transcript fees: \$	Photocopies: \$	
	Mileage: (.365) \$	Long Distance: \$	
	Other Expenses: \$	Authorized Invest. Fees: \$	
	Postage: \$	COSTS	/FEES \$
		00515	/FEE9 \$
		TOTAL BILLING AMOUNT:	\$
		/ / / / / / / / / / / .	¥ <u></u>
		Approved: Date	
		By:	
	Attorney's name	Paid: Date	
	Address SS No. Or Tax iD No.	Voucner #:	
	SO NO. OF TAX ID NO.	Amount	

(This schedule is available directly from the District Court.)

SCHEDULE F

(This schedule is available directly from the Probate Court.)

- F. An Attorney may request a different placement in the rotation and/or an increase or decrease the frequency in which his/her name appears in the rotation from a given list. Such requests will be granted, denied or modified in the sole discretion of the Courts.
- G. Termination of an appointment or involuntary removal of an Attorney from the rotation shall serve to revoke all authority of the Attorney to continue representation of those cases which remain outstanding as of the date of the termination, unless the Court is persuaded, upon application of the Attorney and the individual represented by the Attorney, that the Attorney has ongoing ethical obligations to the represented individual, in which case the Attorney may continue the representation until further order of the Court. Once an Attorney's authority to represent an individual ends under this paragraph the files still outstanding shall be turned over immediately to the substitute Attorney designated by the Court.

Attorney:	Court:
DeDill	Switt Hall Musly
Date:	Date:
1-10-12	1/10/12

- F. An Attorney may request a different placement in the rotation and/or an increase or decrease the frequency in which his/her name appears in the rotation from a given list. Such requests will be granted, denied or modified in the sole discretion of the Courts.
- G. Termination of an appointment or involuntary removal of an Attorney from the rotation shall serve to revoke all authority of the Attorney to continue representation of those cases which remain outstanding as of the date of the termination, unless the Court is persuaded, upon application of the Attorney and the individual represented by the Attorney, that the Attorney has ongoing ethical obligations to the represented individual, in which case the Attorney may continue the representation until further order of the Court. Once an Attorney's authority to represent an individual ends under this paragraph the files still outstanding shall be turned over immediately to the substitute Attorney designated by the Court.

Court:
Sin Halland
Date:

- F. An Attorney may request a different placement in the rotation and/or an increase or decrease the frequency in which his/her name appears in the rotation from a given list. Such requests will be granted, denied or modified in the sole discretion of the Courts.
- G. Termination of an appointment or involuntary removal of an Attorney from the rotation shall serve to revoke all authority of the Attorney to continue representation of those cases which remain outstanding as of the date of the termination, unless the Court is persuaded, upon application of the Attorney and the individual represented by the Attorney, that the Attorney has ongoing ethical obligations to the represented individual, in which case the Attorney may continue the representation until further order of the Court. Once an Attorney's authority to represent an individual ends under this paragraph the files still outstanding shall be turned over immediately to the substitute Attorney designated by the Court.

Attorney: Court:

Sui Bandant

Date:

Date:

1/11/12

LAKE COUNTY TRIAL COURT PUBLIC DEFENDER AGREEMENT

THIS AGREEMENT, made this 1st day of January 2014, among the Chief Trial Court Judge of the Lake County Trial Court, hereinafter referred to as the Chief Judge; Lake County, a Michigan Corporation, hereinafter referred to as County; and the law firm of Greer and Dykman, P.C., hereinafter referred to as Public Defender, witnesses:

WHEREAS, The County is in need to continuing just, effective and an economical system for providing public representation at County expense to represent those individuals coming within the Court's jurisdiction who cannot retain private counsel due to indigency; and

WHEREAS, the system which appears to offer the most satisfactory fulfillment to that need is that of a contract between the Chief Judge with one or more lawyers or law firms to provide such services as may be needed; and

WHEREAS, the Public Defender having been deemed qualified by the Chief Judge and having represented that he/she is ready, willing, and able to provide such services on a contractual basis;

NOW, THEREFORE, the parties do hereby mutually agree to the following:

- 1. The term of this agreement shall be from January 1, 2014 through December 31, 2015.
- 2. The Public Defender agrees to provide legal defense services for misdemeanor offenses, certain misdemeanor contempt of court hearings; misdemeanor probation violation hearings, juvenile delinquency proceedings; neglect/abuse proceedings; criminal circuit court proceedings; and district court felony cases, involving indigent defendants.
- 3. If it is judicially determined that a person accused of a misdemeanor and/or felony is entitled to court appointed counsel, then said Chief Judge shall appoint the Public Defender to represent said accused.
- 4. If it is judicially determined that the Public Defender is unable to represent an otherwise eligible indigent criminal defendant because of a conflict of interest, then said judge shall appoint another Public Defender.
- 5. The Court will make every reasonable effort to coordinate the setting of hearings and conferences for the convenience of the Public Defender.
- 6. The Public Defender agrees to conduct him/herself in a professional manner consistent with the standards as promulgated by the State Bar of Michigan. The Public Defender shall be properly attired at all Court scheduled hearings/conferences.
- 7. The Court shall appoint approximately 33 1/3% (Thirty Three and One Third Percent) of the district and circuit appointed cases and 33 1/3% (Thirty Three and 1/3 Percent) of the juvenile delinquency and neglect/abuse proceedings to the Law

- Firm of Greer and Dykman, P.C. and the Public Defender agrees to represent these defendants.
- 8. As complete compensation for attorneys fees and office costs, the Public Defender shall be paid by the Court in 12 (Twelve) equal installments of \$2981.55 (Two Thousand Nine Hundred and Eighty One Dollars and Fifty Five Cents) on or about the first day of each month, and shall commence on January 1, 2014 and proceed through December 31, 2014 and 12 (Twelve) equal installments of \$3026.30 (Three Thousand Twenty Six Dollars and Thirty Cents) on or about the first day of each month, and shall commence on January 1, 2015 and proceed through December 31, 2015.
- 9. This agreement may be terminated for any of the following reasons:
 - A. If the Public Defender fails to perform his/her obligation under this agreement in a manner unsatisfactory to the Chief Judge.
 - B. Upon 60 (Sixty) days written notice by the County or Chief Judge.
 - C. Upon 90 (Ninety) days written notice by the Public Defender.
- 10. The Public Defender agrees to keep adequate records of all appearances and services on behalf of defendants represented under this Agreement, and shall make such records available to the Chief Judge as it shall reasonably direct.
- 11. This Agreement contains the complete expression of the parties' understanding. All prior contemporaneous oral or written understandings or promises are merged herein. This agreement can only be amended or supplemented by a writing signed by all parties.

Dated: 1/-5-(-3	
	Mark S. Wickens
	Chief Trial Court Judge
Dated: //-/3-/3	Karl Walls, Chairman
Dated: 15-3(-13	Lake Co. Board of Commissioners Green &/Dykman Attorneys at Law

Contract #2014-03

LAKE COUNTY TRIAL COURT PUBLIC DEFENDER AGREEMENT

THIS AGREEMENT, made this 1st day of January 2014, among the Chief Trial Court Judge of the Lake County Trial Court, hereinafter referred to as the Chief Judge; Lake County, a Michigan Corporation, hereinafter referred to as County; and the law firm of Christine Clancy Frisbie, hereinafter referred to as Public Defender, witnesses:

WHEREAS, The County is in need to continuing just, effective and an economical system for providing public representation at County expense to represent those individuals coming within the Court's jurisdiction who cannot retain private counsel due to indigency; and

WHEREAS, the system which appears to offer the most satisfactory fulfillment to that need is that of a contract between the Chief Judge with one or more lawyers or law firms to provide such services as may be needed; and

WHEREAS, the Public Defender having been deemed qualified by the Chief Judge and having represented that she is ready, willing, and able to provide such services on a contractual basis;

NOW, THEREFORE, the parties do hereby mutually agree to the following:

- 1. The term of this agreement shall be from January 1, 2014 through December 31, 2015.
- 2. The Public Defender agrees to provide legal defense services for misdemeanor offenses, certain misdemeanor contempt of court hearings; misdemeanor probation violation hearings, juvenile delinquency proceedings; neglect/abuse proceedings; criminal circuit court proceedings; and district court felony cases, involving indigent defendants.
- 3. If it is judicially determined that a person accused of a misdemeanor and/or felony is entitled to court appointed counsel, then said Chief Judge shall appoint the Public Defender to represent said accused.
- 4. If it is judicially determined that the Public Defender is unable to represent an otherwise eligible indigent criminal defendant because of a conflict of interest, then said judge shall appoint another Public Defender.
- 5. The Court will make every reasonable effort to coordinate the setting of hearings and conferences for the convenience of the Public Defender.
- 6. The Public Defender agrees to conduct herself in a professional manner consistent with the standards as promulgated by the State Bar of Michigan. The Public Defender shall be properly attired at all Court scheduled hearings/conferences.
- 7. The Court shall appoint approximately 33 1/3% (Thirty Three and One Third Percent) of the district and circuit appointed cases and 33 1/3% (Thirty Three and One Third Percent) of the juvenile delinquency and neglect/abuse proceedings to

- the Law Firm of Christine Clancy Frisbie and the Public Defender agrees to represent these defendants.
- 8. As complete compensation for attorneys fees and office costs, the Public Defender shall be paid by the Court in 12 (Twelve) equal installments of \$2981.55 (Two Thousand Nine Hundred and Eighty One Dollars and Fifty Five Cents) on or about the first day of each month, and shall commence on January 1, 2014 and proceed through December 31, 2014 and 12 (Twelve) equal installments of \$3026.30 (Three Thousand Twenty Six Dollars and Thirty Cents) on or about the first day of each month, and shall commence on January 1, 2015 and proceed through December 31, 2015.
- 9. This agreement may be terminated for any of the following reasons:
 - A. If the Public Defender fails to perform her obligation under this agreement in a manner unsatisfactory to the Chief Judge.
 - B. Upon 60 (Sixty) days written notice by the County or Chief Judge.
 - C. Upon 90 (Ninety) days written notice by the Public Defender.
- 10. The Public Defender agrees to keep adequate records of all appearances and services on behalf of defendants represented under this Agreement, and shall make such records available to the Chief Judge as it shall reasonably direct.
- 11. This Agreement contains the complete expression of the parties' understanding. All prior contemporaneous oral or written understandings or promises are merged herein. This agreement can only be amended or supplemented by a writing signed by all parties.

Dated: 11-5-13	Mark S. Wickens Chief Trial Court Judge
Dated: 11-13-13	Karl Walls, Chairman Lake Co. Board of Commissioners
Dated: 10-29-13	Christine Clancy Frisbie Attorney at Law

Contract #14-01

LAKE COUNTY TRIAL COURT PUBLIC DEFENDER AGREEMENT

THIS AGREEMENT, made this 1st day of January 2014, among the Chief Trial Court Judge of the Lake County Trial Court, hereinafter referred to as the Chief Judge; Lake County, a Michigan Corporation, hereinafter referred to as County; and the law firm of Mark R. Schropp, hereinafter referred to as Public Defender, witnesses:

WHEREAS, The County is in need to continuing just, effective and an economical system for providing public representation at County expense to represent those individuals coming within the Court's jurisdiction who cannot retain private counsel due to indigency; and

WHEREAS, the system which appears to offer the most satisfactory fulfillment to that need is that of a contract between the Chief Judge with one or more lawyers or law firms to provide such services as may be needed; and

WHEREAS, the Public Defender having been deemed qualified by the Chief Judge and having represented that he is ready, willing, and able to provide such services on a contractual basis;

NOW, THEREFORE, the parties do hereby mutually agree to the following:

- 1. The term of this agreement shall be from January 1, 2014 through December 31, 2015.
- 2. The Public Defender agrees to provide legal defense services for misdemeanor offenses, certain misdemeanor contempt of court hearings; misdemeanor probation violation hearings, juvenile delinquency proceedings; neglect/abuse proceedings; criminal circuit court proceedings; and district court felony cases, involving indigent defendants.
- 3. If it is judicially determined that a person accused of a misdemeanor and/or felony is entitled to court appointed counsel, then said Chief Judge shall appoint the Public Defender to represent said accused.
- 4. If it is judicially determined that the Public Defender is unable to represent an otherwise eligible indigent criminal defendant because of a conflict of interest, then said judge shall appoint another Public Defender.
- 5. The Court will make every reasonable effort to coordinate the setting of hearings and conferences for the convenience of the Public Defender.
- 6. The Public Defender agrees to conduct himself in a professional manner consistent with the standards as promulgated by the State Bar of Michigan. The Public Defender shall be properly attired at all Court scheduled hearings/conferences.
- 7. The Court shall appoint approximately 33 1/3% (Thirty Three and One Third Percent) of the district and circuit appointed cases and 33 1/3% (Thirty Three and One Third Percent) of the juvenile delinquency and neglect/abuse proceedings to

- the Law Firm of Mark R. Schropp and the Public Defender agrees to represent these defendants.
- 8. As complete compensation for attorneys fees and office costs, the Public Defender shall be paid by the Court in 12 (Twelve) equal installments of \$2981.55 (Two Thousand Nine Hundred and Eighty One Dollars and Fifty Five Cents) on or about the first day of each month, and shall commence on January 1, 2014 and proceed through December 31, 2014 and 12 (Twelve) equal installments of \$3026.30 (Three Thousand Twenty Six Dollars and Thirty Cents) on or about the first day of each month, and shall commence on January 1, 2015 and proceed through December 31, 2015.
- 9. This agreement may be terminated for any of the following reasons:
 - A. If the Public Defender fails to perform his obligation under this agreement in a manner unsatisfactory to the Chief Judge.
 - B. Upon 60 (Sixty) days written notice by the County or Chief Judge.
 - C. Upon 90 (Ninety) days written notice by the Public Defender.
- 10. The Public Defender agrees to keep adequate records of all appearances and services on behalf of defendants represented under this Agreement, and shall make such records available to the Chief Judge as it shall reasonably direct.
- 11. This Agreement contains the complete expression of the parties' understanding. All prior contemporaneous oral or written understandings or promises are merged herein. This agreement can only be amended or supplemented by a writing signed by all parties.

Dated: 11-5-13

Dated: //-13-13

Dated: $\frac{10}{30}$

Mark S. Wickens

Chief Trial Court Judge

/Karl Walls, Chairman

Lake Co. Board of Commissioners

Mark R. Schropp Attorney at Law

Contract #2014-02

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF MASON

AGREEMENT REGARDING DEFENSE ATTORNEY CONTRACT

The undersigned hereby accepts appointments as a Defense Attorney Contractor under the following terms and conditions:

- 1. The undersigned contractor shall perform defense services for indigent criminal defendants for the Circuit Court of Mason County in a reasonable and timely manner; said services to constitute all of the indigent criminal defense caseload for Mason County Circuit Court which shall be remunerated at an annual rate of \$93,018.00 commencing January, 2014 excepting conflict cases which shall be assigned by the Court to other attorneys. The Court reserves the right to designate which defendants in conflict situation remains under the defense contract and which one(s) are assigned.
- 2. The undersigned contractor shall represent those indigent defendants who have been charged with a felony or high-court misdemeanor by the Mason County Prosecutor. It is immaterial whether the original charge results in a guilty plea to a misdemeanor in the Circuit Court or District Court. The controlling factor is that the defendant was originally charged with a felony.
- 3. Defense services shall include all felonies and high-court misdemeanors including major cases such as murder charges. However, a contractor does have the right to petition the Court for relief should there be an exceptionally lengthy case.
- 4. Defense services shall include indigent defendants in paternity cases, probation violation cases, child support contempt hearings, violators of personal protection orders, extradition matters, pre-conviction prosecutor appeals, and 2000 Public Act 37 infectious disease petitions.
- 5. The defense contractor shall be responsible for his or her own secretarial, investigative, and office expenses. Prior approval by the Court must be obtained before the County will pay expert witness fees, testing and diagnosis expenses.
- 6. A defense contractor shall be regarded as an "independent contractor" and is not considered an employee of the Court or Mason County.
- 7. Mason County shall continue to pay for transcripts, witness fees, criminal histories, driving abstracts, and medical records in appropriate cases.
- 8. A defense contractor and/or the Court have a right to terminate this agreement regarding said caseload upon giving 60-day written notice to the affected Court/Contractor. It is the understanding of the undersigned that all representation of indigent defendants shall proceed in a reasonable and timely manner during said 60 days. As much representation as is reasonable and feasible will be brought to a

conclusion during the 60-day period. The withdrawing or terminating contractor's representation, which remains after the 60-day period, shall be assigned to the replacing contractor. The Court reserves the right to split payment between the departing and replacing attorneys during any portion of the 60-day period. Should the Court designate a payment split during the 60-day period, the departing attorney shall finish as far as possible his/her current caseload and the replacing attorney shall take all new clients. At the end of the 60 days all pending cases shall be assigned to the replacing attorney unless otherwise approved by the Court.

- 9. It shall be the responsibility of the defense contractor to attempt to work out conflicts of interest. However, if irresolvable conflicts remain, the Court, upon request, may appoint independent counsel, or at its discretion assign a defendant to an appointed attorney.
- 10. The contractor shall be paid on a monthly basis for services performed the proceeding month.
- 11. The undersigned contractor agrees that he shall provide his own professional liability insurance, if any, and that is understood and agreed that neither the Court nor Mason County would be responsible to defend any actions brought against the undersigned contractor nor to pay any monies found against the undersigned contractor, if any.
- 12. A contractor is entitled to \$250.00 per day for each day that a trial exceeds two days.
- 13. It is understood that the undersigned contractor shall comply with all applicable federal, state, and local laws and ordinances or rules and regulations and said contractor shall not discriminate against any indigent defendant because of race, religion, color, national origin, age, sex, handicap, marital status, political affiliation or beliefs, or citizenship.

In acceptance of the above terms and conditions, I hereby affix my signature:

Dated: /-17-2014

David M. Glancy, Defense Contractor

Based on the above terms and conditions, I hereby appoint David M. Glancy as Defense Attorney Contractor for Mason County.

Dated: _// [] a [4]

Richard I Cooper, Circuit Judge

MASON COUNTY PROBATE AND FAMILY COURT ATTORNEY FEE AGREEMENT

This agreement made this 1st day of January 2014, between the Mason County

Probate and Family Court, hereafter referred to as the "Court" and Attorney

David M. Glancy P67866, hereafter referred to as the "Attorney.

The Court is in need of a system for providing attorneys at county expense to represent indigent minors in juvenile delinquency proceedings, indigent minors and parents or other parties having paternal rights in neglect and abuse proceedings, guardian ad litem in any matter in which a party has a statutory right to counsel and respondents in mental commitment proceedings. The attorney has represented that he/she is ready, willing and able to provide at least one-quarter of the family division matters on a contract basis;

Therefore, the Court and the Attorney mutually agree as follows:

- 1. The term of this agreement shall be from January 01, 2014 through December 31, 2014.
- 2. During the term the Attorney agrees to provide complete legal defense services for juvenile delinquency and abuse, indigent minors and parents or other parties having paternal rights in neglect and abuse proceedings, respondents in mental commitment proceedings, and in any proceeding in which a party before the Court has a constitutional or statutory right to court appointed counsel; and shall continue such representation until final disposition even should that extend beyond the termination date of this contract.

- 3. For the purpose of this agreement criminal offenses shall include probation violation hearings.
- 4. The representation of indigents in the Court shall be divided equally between attorney's entering into this contract. If the attorney does not or is unable to represent any eligible indigent person for any legitimate reason such as conflict of interest, but not including the person's refusal to allow the attorney to represent him, it will be the responsibility of the attorney to petition the court for an exchange of assignments with another attorney. In instances where there are multiple persons to be represented and conflicts of interest requiring more than four attorneys, counsel shall notify the judge and additional counsel shall be appointed by the court for that purpose. In the event that unusual circumstances or cases impose a disproportionate burden upon the attorney, the judge reserves the right to relieve the case load of the attorney to assign extra cases to the other similarly contracting attorneys for the purpose of equalizing the case load.
- 5. For the performance of the above-described services, Mason County shall pay the attorney the amount of Thirteen Thousand-Nine Hundred and Thirty -Seven and Fifty Cents, (\$13,937.50). Payments shall be made in monthly installments of \$1,161.46 on or about the third week of each month during the term of this contract.
- 6. For appeals as of right to the Court of Appeals and the Michigan Supreme Court the attorney shall be compensated at the rate of \$60.00 per hour, with the maximum fee not to exceed \$1000.00.
- 7. For any matter involving a trial exceeding one week's duration (five trial days) or involving time demands of an extraordinary nature, the attorney may petition the

court for additional compensation.

- 8. The attorney shall also be reimbursed for long distance telephone calls, transcripts for appeals, and such other expense as may from time to time be approved by the judge.
- 9. This contract may be terminated without further obligation to the court, the attorney or to the county in either of the following eventualities:
- a. Should the attorney fail in a substantial manner to perform the obligations specified under this agreement.
- b. Upon determination by the judge that the attorney has not provided adequate counsel for those for whom he is appointed as counsel, or
- c. By the court or the attorney giving notice of the proposed termination at least 45 days prior to the date of the termination.

Should this contract be terminated or should it not be renewed, the attorney agrees that if required to do so by the court, he will complete the representation of all clients who had been assigned to him during the existence of the contract, for which representation compensation shall be paid on a quantum merit basis as approved by the judge.

Dated: January 1st 2014

Jeffrey C. Nellis, Judge

Attorney

PUBLIC DEFENDER AGREEMENT

This Agreement made this day of day of 2014, by and between the County of Mason, State of Michigan, (hereinafter County) THE FIRM OF SPRINGSTEAD LAW OFFICES (25%) and THE FIRM OF JOHN J. SPILLAN (25%), KATHRYN E. GLANCY, and Becky Sue Lederer, Attorneys at Law, (hereinafter Public Defenders).

WITNESSETH

WHEREAS, the County is in need of a just, effective and economic system for providing attorneys at county expense to represent those defendants coming within the jurisdiction of the 79th District Court who cannot retain counsel in misdemeanor cases due to indigence; and

WHEREAS, the system which appears to offer the most satisfactory fulfillment of the need is a contract between the COUNTY and PUBLIC DEFENDERS to provide the criminal representation; and

WHEREAS, the PUBLIC DEFENDERS, being deemed qualified by the Court, have represented that they are ready, willing and able to provide such services on a contractual basis; and

NOW THEREFORE, the parties do hereby mutually agree as follows:

- 1. The term of this agreement shall be from JANUARY 1, 2014 through DECEMBER 31, 2014, inclusive.
- 2. Each PUBLIC DEFENDER shall provide legal defense services for all criminal defendants charged with misdemeanor offenses that seek, require and obtain court appointed counsel during the term of this contract.
- 3. In the event that it is determined by the District Judge or District Court Magistrate that an applicant for court-appointed counsel is entitled to same, then the District Court shall appoint a PUBLIC DEFENDER to represent the accused.
- 4. For the performance of the above described services, the COUNTY will pay to each PUBLIC DEFENDER, the budgeted total sum of \$10,749.50, which is to be paid in equal monthly installments of \$895.79 (1/4) to the Firm of Springstead Law Offices; and the total sum of \$10,749.50 (1/4), which is to be paid in equal monthly installments of \$895.79 to the Firm of John J. Spillan, the sum of \$10,749.50 (1/4) which is to be paid in equal monthly installments of \$895.79 to Kathryn E. Glancy, of the sum of \$10,749.50 (1/4) which is to be paid in equal monthly installments of \$895.79 to Becky

Sue Lederer on or about the last day of each month commencing January, 2014. The total amount of the contract in its entirety is \$42,998.00.

- 5. Each PUBLIC DEFENDER agrees that his/her obligations under this Agreement as counsel for indigent criminal defendants shall take precedence in their legal practice and that each will cooperate, to the best of their ability, with the 79th District Court in its scheduling requirements.
- 6. A PUBLIC DEFENDER may terminate this Agreement by providing written notice to the Court and the County thirty (30) days prior to such termination. The 79th District Court Judge reserves the right to terminate this Agreement at his discretion.
- 7. This Agreement may be terminated by the County if a PUBLIC DEFENDER fails to perform his/her obligations stated herein in a manner satisfactory to the District Court Judge and/or a PUBLIC DEFENDER fails to provide adequate counsel to those indigent defendants the PUBLIC DEFENDER is appointed to represent.
- 8. Each PUBLIC DEFENDER shall keep adequate records of all appearances and services on behalf of the defendants represented under this Agreement and shall make such records available to the 79th District Court, as it shall reasonably direct. At a minimum, each PUBLIC DEFENDER shall keep records of hours expended on behalf of each Defendant in 1/6th hour increments.
- 9. Each PUBLIC DEFENDER and the Court shall endeavor to cooperate with each other and to solve matters of conflict in a fair and equitable manner during the term of this Agreement.
- 10. Each PUBLIC DEFENDER will be entitled to reimbursement for out-of-pocket expenses incurred, such as but not limited to long distance telephone calls, Secretary of State driving records, upon presentation to the Court and approval thereof. All other out-of-pocket expenses, such as expert witness fees, investigative fees, and mileage must be pre-approved by the Court on motion of counsel.
- 11. The PUBLIC DEFENDERS, to the best of their ability, shall adhere to the attached standards of conduct.

IN WITNESS WEHREOF, the undersigned hereby set forth their hands and seals the day and date first above written.

Dated: 10-14	Athlad
	PÉTER J. WADEL, District Judge
Dated:	
	FIRM OF SPRINGSTEAD LAW OFFICES
Dated: $1-6-14$	
	JOHN J. SPILLAN LAW FIRM
Dated:	
	KATHRYNE. GLANCY
Dated:	
	BECKY SUE LEDERER

Dated: 1-10-14	PETER JWADEL, District Judge
Dated: 1 - 6 - 14	FIRM OF STRINGSTEAD LAW OFFICES
Dated:	JOHN J. SPILLAN LAW FIRM
Dated:	KATHRYNE. GLANCY
Dated:	BECKY SUE LEDERER

Dated:/_/	PETER J. WADEL, District Judge
Dated:	FIRM OF SPRINGSTEAD LAW OFFICES
Dated:	JOHN J. SPILLAN LAW FIRM
Dated:	KATHRYNE. GLANCY
Dated: January 8, 2013	Tak Ledern BECKY SUP LEDERER

Dated: 1011	PÉTER S. WADEL, District Judge
Dated:	FIRM OF SPRINGSTEAD LAW OFFICES
Dated:	JOHN J. SPILLAN LAW FIRM
Dated: 1-9-14	KATHRYNE. GLANCY
Dated:	BECKY SUE LEDERER

Dated: 1-10-14	PETERA. WADEL, District Judge
Dated:	FIRM OF SPRINGSTEAD LAW OFFICES
Dated:	JOHN J. SPILLAN LAW FIRM
Dated: 1-9-14	KATHRYNE. GLANCY
Dated:	RECKY SUE LEDERER

MINIMUM STANDARDS OF CONDUCT FOR ASSIGNED INDIGENT COUNSEL

- 1. The District Court assigns counsel to represent indigent defendants in criminal matters who are otherwise unable to afford an attorney.
- 2. In order to assure adequate representation of indigent defendants and to insure the smooth operation of the court, counsel representing criminal indigent defendants is expected to maintain minimum standards of conduct.
- 3. The minimum standards of conduct for assigned counsel are set forth below and made a part of the public defender's contract with the District Court.
 - a. A lawyer or lawyers associated in practice shall not represent two or more defendants who have been jointly charged or whose cases have been consolidated.
 - b. When assigned counsel identifies an actual or potential conflict of interest arising from circumstances such as representation of another client, counsel shall advise client that such a conflict exists. Counsel should explain the basis of the conflict to the client, to the extent possible without divulging privileged communication or jeopardizing the legal rights or physical safety of any person. Counsel shall seek to withdraw from a case if a client does not consent to continued representation, or if the continued relationship with the client will be affected or materially limited.
 - c. Assigned counsel shall conduct a timely interview of the client after being appointed and sufficiently before any court proceedings so as to be prepared for that proceeding. Assigned counsel shall interview witnesses sufficiently ahead of trial to insure that trial is not delayed.
 - d. Assigned counsel shall conduct preliminary review of the available evidence and applicable law and counsel shall conduct a timely investigation of the prosecution case and potentially viable defense theories.
 - e. Assigned counsel shall keep client apprised of the case and timely inform the client of pleadings filed on the client's behalf, of pre-trial conferences and motions, and of orders and opinions issued by the court.
 - f. Assigned counsel shall prepare client for guilty plea proceedings prior to the scheduled plea so as not to delay plea taking proceedings. Counsel should advise client of the questions the Court may ask to establish a

knowing and intelligent plea and review clients rights to trial, the rights client would have at trial and the waiver of those rights by pleading guilty.

4. Each PUBLIC DEFENDER shall attend at least one criminal continuing education class during the year and provide proof of completion to the Court.

STATE OF MICHIGAN



THE CIRCUIT COURT 52 NO JUDICIAL CIRCUIT

HURON COUNTY BUILDING 250 E. HURON AVENUE BAD AXE, MICHIGAN 48413

MARY JO RISCH COURT REPORTER (989) 269-7501

December 6, 2013

M. RICHARD KNOBLOCK
CIRCUIT JUDGE

LEAH L. HATCH
COURT ADMINISTRATOR

(989) 269-7112

FAX: (989) 269-0005

Marla Rose McCowan State Appellate Defender Office Suite 3300 Penobscot 645 Griswold Detroit, Michigan 48226-4281

Re: Criminal Assignments

Dear Ms. McCowan:

RECEIVED

DeC 9 2013

APPELLATE DEFENDER OFFICE

Pursuant to your letter, below is the list of attorneys who are appointed in Huron County Circuit Court at the rate of \$55.00 per hour:

- James N. Woodworth
- Jill L. Schmidt
- Gerald M. Prill
- Andrew Lockard
- Christopher J. Boyle
- Elizabeth Weisenbach
- Walter J. Salens
- Diana Kessler

I would suggest you contact the Huron County District Court as their rate of pay is different than Circuit Court. If you have any further questions, please feel free to contact me.

Sincerely,

Bean R. Hatch

Leah L. Hatch Court Administrator

LLG/hs

2012-2014 CHEBOYGAN PUBLIC DEFENDER CONTRACT

THIS CONTRACT, made this Let day of November, 2011, between the 53rd Circuit Court and 89th District Court of and for the County of Cheboygan, State of Michigan, hereinafter referred to as the "Court," and Ronald J. Varga and Michael J. Ekdahl, hereinafter referred to as the "Defenders", do hereby AGREE that Ronald J. Varga and Michael J. Ekdahl shall act as Defenders for any and all indigent persons who shall petition either the 89th District Court or the 53rd Circuit Court of the County of Cheboygan for a court-appointed attorney, and who shall be entitled to such representation under the Constitution of the United States, the Constitution of the State of Michigan, and such statutes as made and provided. The period of the Contract and the position of Defender shall commence on the first day of January, 2012, and shall continue through the last day of December 2014, a period of thirty-six months.

For, and in consideration of the Defenders' representation of indigent persons, the County of Cheboygan shall allocate and compensate the Defenders a sum of

ANNUM for the years 2012, 2013, and 2014 payable as follows: at the rate of 1/12 of per month (that is, per month on the first day of each month.) The above-stated payment shall constitute the County's full and complete obligation of the Defenders except as hereinafter provided. Payments received by the Defenders shall be for attorneys' fees and ordinary office expenses such as copying costs, telephone charges, postage, etc., not otherwise reimburseable under the terms of this contract. Payment specifically does not include payment for other costs incurred in connection with the defense, such as investigators' fees, expert witnesses, preparation of transcripts or other similar charges.

The work to be performed under the terms of this Contract is as follows:

- 1. The Defenders AGREE to provide necessary legal representation to indigents in criminal misdemeanor and felony cases upon being appointed by the 89th District Court or the 53rd Circuit Court during the years 2012-2014, except murder cases. Defenders shall provide the Judges with an Annual Statistical Report of all cases processed by the Defenders.
- 2. The work to be performed includes representation of indigent defendants in paternity cases when appointed by the trial court during the years 2012-2014.

The Defenders shall keep file records and provide the Judges with an Annual Statistical Report of all cases processed by the Defenders during the years 2012-2014 on a form to supplied by or agreed upon by the Court.

The Defenders shall be solely responsible to secure and pay for their own professional malpractice liability insurance and will provide relevant information concerning the insurance to the County upon request.

IT IS UNDERSTOOD AND AGREED, pursuant to Rule 6.005(F) of the Michigan Court Rules of Criminal Procedure, that when three or more indigent defendants are jointly charged with an offense or offenses or are otherwise joined for trial, the 89th District Court or the 53rd Circuit Court shall appoint the Defenders to represent two of the defendants jointly charged, or joined for trial, and the appointing Court shall then appoint another attorney for the other defendant or defendants, and the County of Cheboygan shall pay for said legal services so furnished by an attorney other than the Defenders.

In other cases where the Court finds a conflict of interest exists, the court will appoint substitute counsel for the Defenders at County expense.

IT IS FURTHER AGREED that the Defenders may use the County of Cheboygan's postage meter for its work under the contract.

IT IS FURTHER AGREED that the County of Cheboygan shall pay the collect phone charges to the Defenders' Office from the Cheboygan County Jail incurred during the representation of said indigent defendants. Cheboygan County further agrees to reimburse the Defenders' Office, when necessary, for collect phone calls coming to the Defenders' Office from out-of-county jail facilities when indigent defendants represented by the Defenders' Office are incarcerated in such out-of-county facilities.

In the event the Court finds a case necessitates extraordinary time of the Defenders, the Defenders may petition to Court for extra attorney fees.

IT IS UNDERSTOOD AND AGREED that upon expiration of this Contract on December 31, 2014, the Defenders, in accordance with all the other terms of this Contract, shall continue to represent those defendants whose cases were assigned during the contract years and will remain as counsel until the matter is resolved in the trial court at no additional compensation.

Addendum to Public Defender Contract

All public defenders are required to have a cell phone that is available between 8:00 a.m. and 5:00 p.m. Monday through Friday.

Date: //-8-1/

HON. SCOTT L. PAVLICH 53^{1d} Circuit Court Judge

Jaria 2. Barton

Date: | 2-4-11

HON. MARIA BARTON 89th District Court Judge

Date: 12/6/2611

Date: 12/6/2011

RONALD J. VARGA Public Defender

MICHAEL JEKDAHL

Public Defender

53RD CIRCUIT COURT

POLICY FOR SERVICES RENDERED BY ATTORNEYS REPRESENTING INDIGENT DEFENDANTS IN CRIMINAL CASES

Any attorney appointed by a judge of this Court to defend an indigent defendant charged with a crime shall file with this Court an Attorney's Affidavit of Service setting forth services rendered therein, and further stating that he/she has not received or been promised payment from any other source.

In preparing affidavits of service, the following fee schedule shall be adhered to:

NON-CAPITAL CASES

A FEE NOT TO EXCEED:

- a) \$80.00 for initial conference with defendant and/or appearance by the attorney at arraignment on the warrant.
- b) \$90.00 for appearance by attorney at the preliminary examination if it is waived; \$150.00 if the examination is conducted where testimony is taken or if motion to dismiss is granted for each onehalf day or portion thereof.
- c) \$100.00 as an additional fee may be charged in all cases when at the preliminary examination stage the offense is reduced so as to be cognizable by the District Court and a plea is rendered and sentence is imposed pursuant thereto.
- d) \$80.00 for appearance by attorney at the arraignment in Circuit Court.
- e) \$200.00 for preparation of case for trial if resolved prior to trial; \$350.00 for preparation of case for trial if resolved at any point after opening statements; \$50.00 additional if defendant is in jail and is interviewed by the attorney in jail.
- f) \$125.00 for hearing on written motions in Circuit Court for each one-half day or portion thereof.
- g) \$200.00 for attendance at trial in Circuit Court for each one-half day or portion thereof.
- h) \$140.00 for appearance at sentencing.
- i) \$100.00 for appearance at probation violation hearing.
- \$150.00 for appearance at police line-ups and on writ of habeas corpus.
- k) \$100.00 for plea taken in Circuit Court
- 1) \$80.00 for appearance at docket call or post-trial motions.
- m) \$60.00 for meeting with prosecutor, limited to two visits.

CAPITAL CASES ARISING FROM A CAPITAL CHARGE FOR A HOMICIDE OR CSC 1ST DEGREE

Capital cases involving a charge of CSC 1st Degree or Homicide shall be paid a fee not to exceed \$80.00 for each hour legitimately expended by the attorney in defense of the case.

- a) In the absence of good cause, an appointed attorney shall continue to represent defendant through any post-sentence motions or probation violation proceedings.
- b) No attorney appointed by this Court to defend any indigent defendant shall receive a fee in excess of those expressed herein or shall incur any expense chargeable to the County in conduct of such defense, except ordinary witness fees, without written permission of the trial judge.
- c) Any attorney, because of exceptional circumstances, believing himself/herself to be aggrieved may petition the trial judge.
- d) In all cases, the amount to be paid for services duly rendered shall be such an amount as the trial judge shall deem reasonable compensation for services performed.
- e) All attorneys performing services for indigent criminal defendants pursuant to appointment of the Court shall submit their Attorney's Affidavit of Service, in the manner as prescribed herein, at sentencing in the case of conviction, and within 30 days from the date of an acquittal.
- f) Upon certification by the trial judge, such attorney shall be entitled to receive his/her fee for services duly rendered in conduct of such defense from the treasurer of the appropriate county.

The need to modify the existing system of compensating court-appointed attorneys to better achieve equity and eliminate confusion having been established, this Policy is given immediate effect and shall apply to all services rendered subsequent hereto.

PLEASE NOTE: If a felony case is remanded any time PRIOR to the Circuit Court arraignment, the attorney shall submit their statement of services according to the 89th District Court fee schedule.

Dated: 3-12-12

SCOTT L. PAVLICH
53RD CIRCUIT JUDGE

LEGAL SERVICES AGREEMENT

THIS LEGAL SERVICES AGREEMENT ("Agreement") is made and entered into between the County of Presque Isle, Michigan, the 53rd Circuit Court for Presque Isle County and the 89th District Court for Presque Isle County, collectively referred to in this agreement as "County", and Michael D. Vogler and Terri L. Tringali (Terri L. Tringali, P.C.) attorneys at law referred to in this agreement as "Attorneys".

RECITALS

- A. The County desires to engage private legal counsel to provide competent representation to indigent defendants in the Presque Isle County 53rd Circuit Court and the Presque Isle County 89th District Court.
- B. Attorneys, who are duly licensed to practice law in the State of Michigan, are willing to provide such representation upon the terms and conditions set forth below.

AGREEMENT

- NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the covenants and conditions set forth herein, the County and Attorneys hereby agree as follows:
- 1. <u>Term; termination</u>. This Agreement shall be effective January 1, 2014 and shall remain in full force and effect until December 31, 2014. In the event Attorneys fail to provide representation consistent with the standards set forth in this Agreement, Attorneys shall be deemed to be in breach of this Agreement and the County may, at its sole discretion, immediately terminate this Agreement.

2. Attorneys' Obligations.

- a. Attorneys shall provide competent legal services in the defense of indigent defendants charged with one or more misdemeanors, felonies, probation violations and in civil and criminal contempt proceedings, paternity actions, and Personal Protection Order violation hearings, other than those cases in which they have a conflict of interest as determined by the presiding judge.
- b. Attorneys shall represent assigned defendants at all Court proceedings in the 53rd Circuit Court and the 89th District Court including, but not limited to: lineups, arraignments, pretrial conferences, preliminary examinations, motions, evidentiary hearings, docket calls, plea hearings, trials, sentencing, revocation of probation hearings, special hearings, miscellaneous Court dockets, oral arguments, orders to show cause, interlocutory appeals, paternity proceedings, personal protection order hearings, extradition matters, special actions, appearances to quash warrants and court appearances set on returns of bench-warranted cases.

- c. Each attorney agrees to provide indigent defense services on a proportionate basis so that the amount of cases per attorney is roughly equal over the term of the Agreement.
- d. Attorneys shall conduct the defense of his or her clients in a professional, skilled manner consistent with standards set forth in the Michigan Rules of Professional Conduct and case law defining the duties of defense counsel in criminal cases.
- e. Attorneys shall be responsible for normal and incidental costs incurred in the representation of indigent defendants assigned by the Court pursuant to this Agreement, including but not limited to: office space, telephones, transportation, parking, office supplies, office overhead, legal library, secretarial services, photocopies, printing, binding, telephone calls, Internet access and email service.
- f. It is understood by Attorneys that the duty to represent an assigned indigent defendant continues until the case is closed by dismissal, acquittal, or execution of sentence, except that Attorneys will be required to continue to represent a defendant in post-sentencing restitution hearings and probation revocation proceedings.
- g. Attorneys will continue active representation and will complete cases pending after the term of this agreement faithfully and with due diligence.

3. <u>County's Obligations</u>.

- a. The County shall pay Attorneys \$160.00 per misdemeanor case file. Probation Violations and Show Cause proceedings in misdemeanor cases shall be considered a new misdemeanor case file for purposes of payment. Payment for misdemeanor cases shall be paid quarterly.
- b. The County shall pay Attorneys the sum of \$66,000.00 for all other cases at the rate of \$5,500.00 per month of which \$2,750.00 shall be paid to Michael Vogler and \$2,750.00 shall be paid to Terri L. Tringali, P.C.
- c. In the event of a change of venue to a location outside of Presque Isle County, County shall reimburse Attorneys for mileage and other actual and necessary expenses incurred in traveling between the City of Rogers City and the location to which venue has been changed.
 - d. Upon motion and prior Court approval, County shall pay the following:
 - i. Expert witness fees and costs;
 - ii. Other witness fees and costs as required by law;
 - iii. Fees and costs associated with polygraph examination;
 - iv. Fees and costs associated with psychiatric examinations; and
 - v. Transcript fees and costs.

- 4. <u>Independent Contractor.</u> For all purposes arising under this Agreement, Attorneys shall be an independent contractor as provided by law.
- 5. <u>Insurance</u>. Each attorney shall maintain professional liability insurance of at least \$100,000/\$300,000 to insure against any and all liability arising through the acts of the Attorneys under this Agreement. The Attorneys shall append to their policies that the County shall receive notice 30 days prior to any cancellation of said insurance policies.

MICHAEL D. VOGILER Dated: November 18, 2017	TERRI L. TRINGALI, PC By: TERRI L. TRINGALI Dated: 11 18 13
Acceptance:	mambuton
SCOTT L. PAVLICH	MARIA I. BARTON
Chief Circuit Court Judge	District Court Judge
Dated:	Dated:
	Ciare & Otto
DONALD J. McLENNAN	CARL L. ALTMAN, Chairman
Presque Isle County	Presque Isle County
Family Division Judge	Board of Commissioners
Dated:	Dated:/ 2-1/- 13

STATE OF MICHIGAN



HON, KIM DAVID GLASPIE
CHIEF JUDGE OF THE COURTS
DISTRICT COURT JUDGE

HON. AMY GRACE GIERHART
CHIEF JUDGE PRO TEMPORE
CIRCUIT COURT JUDGE

HON, NANCY L. THANE
PRESIDING JUDGE/FAMILY DIVISION
PROBATE COURT JUDGE

December 16, 2013

TUSCOLA COUNTY TRIAL COURTS

440 NORTH STATE STREET CARO, MICHIGAN 48723 (989) 672-3800 DONNA L. FRACZEK
COURT ADMINISTRATOR

ADAM D. PAVLIK
DEPUTY COURT ADMINISTRATOR

Ms. Marla R. McCowan CDRC Manager State Appellate Defender Office 645 Griswold St., Ste. 3300 Detroit, MI 48226-4281

Déar Ms. McCowan, and in the parties of the property of the pr

Our assignment clerk referred to my attention your recent letter conducting a survey of our court appointed counsel practices. I have pulled together what I feel are the pertinent answers, other than actual copies of our contracts, which our judges are disinclined to disclose.

We have two contracts that provide for representation of indigent defendants. On misdemeanor matters, our contract is with the firm of Shoults, Picard & Brooks, LLP of Lapeer, for \$110,000. For felonies, we have a contract with a consortium of attorneys, consisting of Gregory H. Bringard of Caro; Duane E. Burgess of Caro, Ransford & Crews, PC, of Caro; and Lisa M. Blanton, of Midland. This contract costs us \$165,000.

Of course, in some circumstances we must appoint counsel for an indigent defendant outside of these contracts. In misdemeanor matters, we use a "round robin" assignment system which currently includes the following attorneys: James R. Abbey of Caro; Robert A. Betts of Caro; Gregory H. Bringard of Caro; Duane E. Burgess of Caro; Gary J. Crews of Caro; George A. Holmes of Caro; Aaron C. Rodenbo of Bay City; and S. Perry Thomas, Jr. of Caro. In felony cases, we generally find that the consortium is sufficient to meet our needs, although we are developing a roster of attorneys who are interested in representing indigent defendants in those few cases where the consortium cannot meet our needs.

In terms of eligibility to be assigned as counsel in criminal cases, we first negotiate a contract for the lion's share of representation. We then contact the Tuscola County Bar Association and have them circulate through their membership an offer to be placed on the list as alternate counsel. Any member in good standing is free to submit their name, subject to the review of the judges if necessary.

Pursuant to a December 10 memorandum from the State Court Administrator, it would seem that the appropriate answer to your 4th inquiry is that our response to 2013 PA 93 is to be determined once the commission has been appointed and it has promulgated rules and guidelines. Other than that, I hope I have met as many of your needs as I can.

Sincerely,

Adam D. Pavlik

Deputy Court Administrator

Odem D. Parlis

State of Michigan

FIFTY-FIFTH CIRCUIT COURT

COUNTIES OF CLARE AND GLADWIN

THOMAS R. EVANS CIRCUIT COURT JUDGE



Telephone: (989) 426-9237 Fax: (989) 426-4493

January 17, 2014

State Appellate Defender Office Ms. Marla McCowan, Manager Criminal Defense Resource Center Penobscot Bldg, Ste. 3300 645 Griswold Detroit, Michigan 48226-4281

RE: List of Attorneys Taking Criminal Assignments

Dear Ms. McCowan:

Enclosed please find the list of attorneys taking assigned criminal work in the 55th Circuit Court for Clare and Gladwin County, along with a copy of the assigned counsel fee schedule.

If I may be of further assistance, please do not hesitate to contact my office.

Sincerely,
Thomas D. Can

Thomas R. Evans Circuit Court Judge

TRE:dp

Enclosures: List of Attorneys

Fee Schedule

LIST OF ATTORNEYS TAKING CRIMINAL ASSIGNMENTS FOR CLARE/GLADWIN COUNTIES CIRCUIT COURT

Sarah Belzer	P69963
Robert Corbett	P64033
D. Todd Diederich	P57429
Kimberly Dillman	P65861
Scott D. Moore	P53609
Jamie Raymond	P53937
Austin Roe	P56342
William Siebert	P31782
Karyn Tomczyk	P76403
Louis J. Willford	P22330
Steven Worpell, Jr.	P77949

ASSIGNED COUNSEL FEE SCHEDULE

Preliminary Hearing \$ 75.00

Non Assault Case \$500.00

Assault Case \$600.00

Criminal Sexual Conduct Case \$700.00

Probation Violation Case \$150.00

Friend of the Court Matters \$150.00

Trial Preparation Case \$400.00

Trial Fee \$300.00 (Entire Day)

Trial Fee \$150.00 (1/2 Day)

EATON COUNTY TRIAL COURTS

56TH CIRCUIT COURT EATON COUNTY PROBATE COURT 56A DISTRICT COURT

HON. THOMAS K. BYERLEY
CHIEF JUDGE
PROBATE COURT JUDGE

HON. JANICE K. CUNNINGHAM CIRCUIT COURT JUDGE

HON. JEFFREY L. SAUTER CIRCUIT COURT JUDGE

HON, HARVEY J. HOFFMAN DISTRICT COURT JUDGE

HON. JULIE H. REINCKE DISTRICT COURT JUDGE 1045 INDEPENDENCE BLVD. CHARLOTTE, MI 48813 (517) 543-7500 WWW.EATONCOUNTY.ORG

BERYL J. FRENGER
TRIAL COURTS ADMINISTRATOR

JAMES B. PAHL
DEPUTY TRIAL COURTS
ADMINISTRATOR

January 3, 2014

Ms. Marla R. McCowan CDRC Manager State Appellate Defender Office Penobscot Bldg, Ste 3300 645 Griswold Detroit, MI 48226-4281

Re: Eaton County Circuit Court Appointed Attorneys

Dear Ms. McCowan:

Please find enclosed our list of appointed counsel for the 56th Circuit Court. We continue to pay attorneys a flat rate of \$40.00 per hour.

As to plans to comply with the guidelines of the Michigan Indigent Defense Commission, the judges will be meeting with members of the defense bar later this month to discuss possibilities and options.

Sincerely,

James B. Pahl

Deputy Trial Courts Administrator

(Up to life/any term of years)

*appoint capital cases only

John H. Deming (P29586) 316 Taylor Grand Ledge, MI 48837

H. Derrick Etheridge (P62871) 4710 W. Saginaw Hwy., Suite B Lansing, MI 48917

Steven A. Freeman (P45125) 6510 Cheshire Drive Dimondale, MI 48821

William B. Hankins (P28782) 6604 W. Saginaw Hwy., Suite B Lansing, MI 48917

Matthew R. Newburg (P71692) 316 Taylor Grand Ledge, MI 48837

Patrick W. O'Keefe II (P59324) 6604 W. Saginaw Hwy., Suite B Lansing, MI 48917

Daniel A. Pawluk (P41589) 6604 W. Saginaw Hwy. Lansing, MI 48917

Eric X. Tomal (P47873) 4112 W. St. Joe Hwy. Lansing, MI 48917 Conrad Vincent, Jr. (P58070) 1801 East Saginaw Street, Suite 1 Lansing, MI 48912

William R. Weise (P52061) 114 E. Lawrence, Suite 150 Charlotte, MI 48813

EATON COUNTY COURT APPOINTED ATTORNEY LIST FELONY B

(15 year max)

Gerald J. Cichocki (P68223) 1010 N. Washington Avenue Lansing, MI 48906

Kelly M. Fletcher (P68639) 121 Burcham Drive East Lansing, MI 48823

Kathleen M. Gaydos (P41330) 204 E. Mt. Hope Avenue Lansing, MI 48910

Timothy Havis (P63258) 6604 W. Saginaw Hwy. Lansing, MI 48917

Elias G. (Louie) Kafantaris (P67461) 1515 W. Mt. Hope Ave., Suite 5 Lansing, MI 48910

Eric Sheppard (P71914) 321 Woodland Pass, Suite 300 East Lansing, MI 48823

David Lee Taylor (P36094) 1006 N. Washington Avenue Lansing, MI 48906

John W. Ujlaky (P27660) 3721 W. Michigan Ave., Suite 304 Lansing, MI 48917

David L. Zoglio (P56600) 207 E. Jefferson Street, 2nd Floor Grand Ledge, MI 48837

EATON COUNTY COURT APPOINTED ATTORNEY LIST FELONY C (5 year max)

Joanne Vallarelli Adam (P47223) 4710 W. Saginaw, Suite B Lansing, MI 48917

James E. Bliss, Sr. (P41577) 4021 W. Michigan Avenue, Suite 2 Lansing, MI 48917

Lucas X. Dillon, Sr. (P75866) 204 S. Cochran Avenue Charlotte, MI 48813

Douglas Graham (P72133) 4601 W. Saginaw Hwy., Suite F2 Lansing, MI 48917

Stephen Kallman (P75622) 5600 W. Mt. Hope Hwy. Lansing, MI 48917

Stephen A. Milks (P75208) 204 E. Mt. Hope Avenue Lansing, MI 48910

Trevor M. Robinson (P69326) 4112 W. St. Joe Hwy., Suite B Lansing, MI 48917

Andrew M. Rockafellow (P69435) 420 S. Waverly Road #1 Lansing, MI 48917

Lyonel E. Woolley (P76022) 120 N. Washington, Suite 805 Lansing, MI 48933

STATE OF MICHIGAN



THE CIRCUIT COURT

CHARLES W. JOHNSON CIRCUIT JUDGE

57TH JUDICIAL CIRCUIT

PHONE 231:348-1748

200 DIVISION STREET
SUITE 100
PETOSKEY, MICHIGAN 49770

December 18, 2013

Ms. Marla R. McCowan CDRC Manager State Appellate Defender Office Penobscot Bldg., Ste. 3300 Detroit, MI 48226-4281

Re: List of Attorneys taking Criminal Assignments

Dear Ms. McCowan:

Enclosed per your request of December 4, 2013 are the following documents:

- 1) Agreement for Legal Representation of Indigents. This document will satisfy requests one and two of your letter.
- Notice of Right to Timely Application for Leave to Appeal following a Plea and Notice of Right to Timely Appeal following a Trial. These documents will satisfy the request made in number three of your letter.

As to request number four, this request is premature as the guidelines have not been formulated as of yet.

If you have any questions, please feel free to call.

Very truly yours,

Juli Wallin

Court Administrator

jw

Enclosures

AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENTS

This Agreement made and entered into by and between the County of Emmet, hereinafter called the "County", whose address is 200 Division Street, Petoskey, Michigan, and a bidding consortium of attorneys ("Consortium") consisting of the attorneys named below.

RECITALS

WHEREAS, the County desires to contract for the constitutionally-required representation of indigent persons faced with the possibility of incarceration as a result of action in the 90th District Court and the 57th Circuit Court in Emmet County, Michigan, and

WHEREAS, the County has determined that these attorneys are able to provide acceptable representation to the indigent persons.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the parties agree as follows:

1. Term

The term of this Agreement shall be from January 1, 2012 through December 31, 2014.

2. Personnel

(a) The following-named attorneys and/or law firms shall provide professional legal services to allow the County to fulfill its obligations for the provision of public defender services, under the terms of this Agreement:

Bryan C. Klawuhn Robert J. Engel Law Offices of Daniel J. Harris Erinn Beck

Each of these attorneys/law firms maintains its own office, and they are not, in any way, associated except to bid on this contract. At no time are these attorneys to be considered as partners, associates or in any other way in other attorney. So work and each attorney is independent of any other attorney.

- (b) The above-named attorneys have been approved by the 90th District Court and the 57th Circuit Court Judges for the provision of said services. These attorneys may provide such other qualified attorneys as may be needed to perform the functions stated herein, all of whom must be approved by the appropriate Judge or his designee prior to performing any services. In the case of non-representation of a defendant by any of the attorneys for any reason, they shall provide a qualified attorney (after receiving prior approval by the appropriate Judge) as may be needed to perform the functions required herein.
- (c) The Consortium agrees that in the event it becomes necessary to replace any or all of the named attorneys, whether on a temporary or permanent basis, written approval of the replacement attorney by the Circuit Judge in the case of a felony or the District Judge, in the case of a misdemeanor, will be required in advance of the performance of any legal service by the proposed replacement.
- (d) The Consortium further agrees that in the event it employs a replacement attorney on a temporary basis to provide the services contemplated herein due to a contingency such as illness, such replacement will be provided by the Consortium at no additional cost to the County. In the event a replacement attorney is needed due to a conflict of interest, unresolvable attorney—client conflict, or an additional attorney is needed due to a conflict

created by a multiple defendant situation, the Consortium shall promptly express the need for such replacement attorney or additional attorney to the appropriate Judge, or to his designee. If the appropriate Judge or his designee determines that a replacement attorney or additional attorney is necessary under the circumstances, he shall appoint such attorney, and the Consortium shall pay the costs of employing such attorney.

3. Administration and Support

The attorneys shall each make provision for:

- (a) All general administrative services, including notification to clients of court appearances to insure the orderly and timely provision of the legal services contemplated herein,
- (b) Office facilities adequate to the needs of the named attorney while performing all legal services hereunder,
 - (c) All necessary secretarial and clerical assistance,
- (d) All necessary stationery, office supplies, and office equipment including, but not limited to, duplicating equipment, dictating equipment, typewriters/computers and telephones,
- (e) All transportation for any named attorney necessary to provide the legal services hereunder, except as provided in paragraph 7(d) hereof, and
 - (f) An adequate law library either through appropriate law books or appropriate internet legal research.

4. Time Required

The Consortium shall provide the County, through the named attorneys or their approved replacements, sufficient hours of attorneys' work to perform the professional services required by this contract. No work performed by any clerk/secretary, stenographer, assistants, or para-professional employee shall be classified as attorneys' work for any purpose hereunder. The Consortium further agrees to have an attorney available on each Circuit Court Motion Day for arraignments, sentencings, and Friend of the Court show cause hearings. The Consortium shall schedule attorneys for attendance on Motion Day.

5. Time Records

The Consortium agrees to maintain accurate and complete time records of all attorneys' work provided to the County by the Consortium under the terms of this Agreement. The time records shall be kept in an orderly and consistent manner and shall contain the following kinds of information:

- (a) Time spent advising prisoners incarcerated in the County jail prior to their appearance or arraignment,
- (b) Time spent appearing in Court,
- (c) Time spent in-office for conferences, reviewing files, preparing cases (including investigation), and doing all other work related to the representation of clients hereunder, and
- (d) Time spent representing individuals for probation violations, Youthful Trainee Act revocations, paternity matters, family matters or contempt show cause hearings, and extraditions.

Upon request, an attorney in the Consortium shall immediately forward one copy of said time records to appropriate Judge.

6. Duties and Responsibilities

The named attorneys, their approved replacements, or any additional attorneys retained pursuant to paragraph 2, shall provide the following services:

- (a) They will provide professional legal counsel and representation in the following matters to all persons determined indigent by the 90th District Court or the 57th Circuit Court (including the Family Division) for Emmet County who do not have private representation:
 - 1. All criminal cases, felony and misdemeanor, as appointed by the District or Circuit Court where the Court reserves the right to impose incarceration (but excluding appeals from Circuit Court and post-sentence motions),
 - 2. All criminal appeals of right to the Circuit Court from the District Court,
 - 3. All Circuit Court and District Court probation violations where the Court reserves the right to impose incarceration and Youthful Trainee Act revocations,
 - 4. Paternity matters where the Court reserves the right to impose incarceration,
 - 5. Family matters or contempt show cause hearings where, in the Court's opinion, there is a likelihood of incarceration for contempt,
 - 6. Police line—ups, show—ups or interrogations where counsel is requested,
 - 7. All extradition hearings, and
 - 8. Indigent cases remanded by the Michigan Court of Appeals or the Michigan Supreme Court for action during the term of this Agreement.

Provided that Bryan C. Klawuhn and Robert J. Engel will be assigned all felony cases in the 90th District Court and 57th Circuit Court. The Law Offices of Daniel J. Harris and Erinn Beck will be assigned all misdemeanor cases in the 90th District Court. Any of the attorneys may be called upon as needed for emergency hearings in the 90th District Court and the 57th Circuit Court.

- b) Legal representation includes all issues arising from the items listed above on cases wherein appointment is made on or after January 1, 2012, and through December 31, 2014. Any cases carrying over from the prior contract shall become part of this contract. Any cases carrying over at the end of this contract will be compensated at the rate of \$45 per hour, unless the contract is renewed, whereupon those cases will become part of the new contract
- (c) The representation described above shall begin at the time of appointment and conclude upon final resolution in the District or Circuit Court, unless and except in the event of an interlocutory appeal. Ongoing issues in paternity, family or contempt show cause hearings or matters remanded after interlocutory or other appeal shall not be construed to be a part of this Agreement beyond the term hereof.

7. Compensation

In consideration of all the services and all incidental costs, expenses and materials provided by the Consortium under the terms of this Agreement, the County agrees to pay the Consortium as follows:

- (a) Each and every month during the term hereof beginning:
- 1. January 1 to December 31, 2012, the total sum of \$190,000.00 paid in twelve (12) equal monthly installments of \$15,833.33 per month.

- 2. January 1 to December 31, 2013, the compensation to be paid will be an additional amount over and above the 2012 annual amount as determined by the percentage increase received by Emmet County non-bargaining unit employees, but not less than a one percent increase with the total sum to be paid in twelve (12) equal monthly installments.
- 3. January 1 to December 31, 2014, the compensation to be paid will be an additional amount over and above the 2013 annual amount as determined by the percentage increase received by Emmet County non-bargaining unit employees, but not less than a one percent increase with the total sum to be paid in twelve (12) equal monthly installments.
- (b) In addition, the County shall reimburse each named attorney, upon motion and prior Court approval, the following expenses: expert witness fees and costs, polygraph examinations, psychiatric examinations, investigation fees and costs, photography and/or photographic processing costs, exhibit preparation costs, and extraordinary telephone costs, except that all collect and long distance telephone calls to and from indigent clients shall be paid, regardless of whether or not they are extraordinary.
- (c) In addition, the County shall reimburse each named attorney the normal and regular witness fees and costs.
- (d) In addition, the County shall reimburse (1) postage costs, and (2) transportation costs for each named attorney (a) to any prison or multi-county jail used by Emmet County necessary to provide legal services hereunder, and (b) as authorized by the appropriate Judge, and (3) copying costs for the cost of copying police reports, court transcripts, or pleadings, provided that each such item shall contain 20 or more pages. For all out-of-county transportation costs, reimbursement shall be made at the rate applicable to Emmet County employees for travel outside Emmet County.
- (e) In addition, the County shall reimburse Consortium attorneys for membership in the Criminal Defense Attorneys of Michigan (CDAM) and Criminal Defense Resource Center (CDRC) Services (part of the State Appellate Defenders' Office) upon documentation presented to the County by Consortium Attorneys that the attorney(s) have joined and paid for one or both organizations.
- (f) No payments other than stated herein shall be made without the specific approval of the appropriate Judge. All extraordinary representation requirements will be passed on by the Trial Judge.
- (g) All payments and reimbursements in paragraphs (b), (c) and (d) shall be made only if the same are itemized by attorney.

8. Other Provisions

It is understood and agreed by the parties that:

- (a) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties or appointed representatives thereof;
- (b) No claim for services furnished by the Consortium not specifically provided for in this Agreement will be honored by the County, unless such service has been specifically ordered by the Circuit Judge of the 57th Judicial Circuit or his designee, or the District Judge of the 90th Judicial District or his designee; and such service, as ordered, is clearly outside the scope of the services specified by the terms of this Agreement;
- (c) That each attorney named herein acts as an independent contractor, and no attorney, nor the attorney's employees, acquire any tenure nor any rights or benefits from the County by way of Worker's Compensation, nor any benefits under the County's personnel program covering medical and hospital care, sick pay, vacation pay, or severance pay.

9. Insurance

The Consortium herein agrees that each member shall maintain malpractice insurance and other appropriate business insurance at all times during the term of this Agreement. In this regard, the Consortium members shall provide the County with an appropriate abstract indicating the term and amount of malpractice insurance and other coverage afforded to its members. Also, it shall append to its policies that the County of Emmet shall receive notice 30 days prior to any cancellation of said insurance policies.

10. Entire Agreement

Circuit Court Judge

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties related hereto and the subject

COUNTY OF EMMET

IN WITNESS WHEREOF, the parties have signed this Agreement as follows:

James E. Tamlyn Chairman, Emmet County Board of Committee Dated: 12 15 11	District Court Judge Dated: 12/5///
Bryan C. Klawuhn	DEFENDER CONSORTIUM Robert J. Engel
Date: 11\3\alpha\11 Daniel J. Harris	Date: //- 30-1/ Erith Beck
Date: 11-30-11	Date: 11 30 11

57" EMI	ATE OF MICHIGAN CIRCUIT COURT MET COUNTY	NOTICE OF RIGHT TO TIMELY APPLICATION FOR LEAVE TO APPEAL FOLLOWING A PLEA OF GUILTY OR NOLO CONTENDERE	Case No:
Court A	Address	- OSIETT ON NOED CONTENDERE	Judge: Charles W. Johnson Court Telephone Number
200 D	Pivision, Petoskey, Michigan 4977	0	2316/348-1748
Ped	ople of the State of Michigan	defendant's name, add	iress, and telephone no., d/o/b
The fo	llowing notice is at a start		
(a)	You are advised that you may seek appellate	o comply with MCR 6.425(E)(2). Ou are entitled to file an application e review on the ground that the min se range provided by the sentencing	for leave to appeal. (If applicable imum sentence imposed is longe
(b)		nable to retain a lawyer you may	
c)	The request for a lawyer returning this form to the	er must be made within 42 days aft he court.	er sentencing by completing and
		REQUEST FOR LAWYER ON APPE	AL_
1	l do not want a lawyer t	o represent me on appeal.	
I	condition. I want a law	ntment of a lawyer on appeal from n the reverse side of this form is yer on appeal because: (State all re e made by the court or your attorne	submitted to show my financial

Original - Trial Court 1" copy - Prosecutor 2nd copy - Defendant

FINANCIAL SCHEDULE

Residence:	it the following information:
toologi,	
☐ Rent ☐ Own ☐ Live with	1 parents □ Room/Roard
Marital Status:	1 parents □ Room/Board
☐ Single ☐ Married ☐ Divorced ☐ Separate	
□ Single □ Married □ Divorced □ Separated Income a. Employer name and address	
and address	b. Length of Employment
	c. Average of pay
	□ Weekly □ Monthly □ Every two wee
d Otherine (-t-t-	Gross \$ Net\$
d. Other income (state monthly amount and sourcetc.)	e DSS, VA, Rent, pensions, spouse, unemployed
etc.)	71 Poudo, and inploying
	•
1 Acceta io	
4. Assets: (State value of car, home, bank deposits, inmat	e accounts, honds, stocks, etc.)
,	- 1000 and, bonds, stocks, etc.)
	•
	•
Obligations: (4)	
5. Obligations: (Itemize monthly rent, installment paymen	ts, child support, etc.)
•	
. Reimbursement: Lunderstand that I	
. Reimbursement: I understand that I may be ordered to osts.	reimburse the court for all or part of my attorney and defen
declare under penalty of contempt of court that formation, knowledge, and belief.	the above information is true to the best of n
ated:	
	Signature

Approved, SCAO

Original - Trial court 1st copy - Prosecutor

2nd copy - Defendant/Juvenile for return 3rd copy - Defendant/Juvenile

STATE OF MICHIGAN 57th JUDICIAL CIRCUIT

NOTICE OF RIGHT TO TIMELY APPEAL **FOLLOWING TRIAL / CONTESTED**

CASE NO.

EMMET COUNTY	PROBATION REVOCATION HEARING / CONDITIONAL PLEA		ludge: Chemies II I I	
Court address		HOLLIGHT	CCA	Judge: Charles W. Johnson
Courthouse-200 Division St.,	Petoskey, MI	49770		Court telephone n 231-348-1748
THE PEOPLE OF THE STATE OF N	MICHIGAN	v	Defendant/Juvenile na	ame, address, telephone no., and date of birth
The following notice is given to you to	comply with the M	lichigan Court	Rules [either MCR	R 6.425(E), 6.301, or 6.445(H)].
1. You are entitled to appellate review				
2. If you are financially unable to retain				sent you on arreal
 The request for a lawyer must be or sentencing. The financial schedule On this day I received this form and fin of Lawyer to the court within 42 days if 	ompleted and sent on the back of this RECEIPT OF No	directly to the s form must be OTICE OF AF	court at the addre	ss noted above within 42 days after
Date		Signatu	re of defendant/juvenile	
			AND AFFIDAVIT C	
I request appointment of a lawyer to app back of this form is submitted to show r	peal my conviction ny financial conditi	and sentence on	. The affidavit of inc	digency and financial schedule on the
Date		Signatur	of defendant/juvenile	
NOTE TO DEFENDANT/HIVENILE: A	A	Olghatun	a or detendant/insettle	

DEFENDANT/JUVENILE: After completing the request for appointment of lawyer and the affidavit of indigency and financial schedule, keep one copy for yourself and return the other copy to the court.

AFFIDAVIT OF INDIGENCY AND FINANCIAL SCHEDULE I request a court appointed attorney and submit the following information: 1. RESIDENCE Rent Own Live with parents Room/Board Prison Number 2. MARITAL STATUS Single Married Divorced Separated Dependents: Number 3. INCOME a. Employer name and address b. Length of employment c. Average of pay weekly monthly every two weeks Gross: \$ Net: \$ d. Other income (state monthly amount and source [DSS, VA, rent, pensions, spouse, unemployment, etc.]) If no income, state NONE. State value of car, home, bank deposits, inmate accounts, bonds, stocks, etc. If no assets, state NONE. Attach an account 4. ASSETS statement and certification for assets in prison accounts. 5. OBLIGATIONS Itemize monthly rent, installment payments, mortgage payments, child support, etc. I understand that I may be ordered to reimburse the court for all or part of my attorney and defense costs. 6. REIMBURSEMENT Signature Name (type or print) Address City, state, zip

Signature:

Notary public

County, Michigan

Subscribed and sworn to before me on

My commission expires