

THE CIRCUIT COURT



MANISTEE COUNTY COURTHOUSE
P.O. BOX 484
MANISTEE, MICHIGAN 49860
231-723-6864
231-723-1645 (FAX)

BENZIE COUNTY GOVERNMENT CENTER
P.O. BOX 377
BEULAH, MICHIGAN 49817
231-882-9871
1-800-315-3593
231-882-5941 (FAX)

STATE OF MICHIGAN
19TH JUDICIAL CIRCUIT
MANISTEE AND BENZIE COUNTIES

JAMES M. BATZER
CIRCUIT JUDGE

KRIS A. RANDALL
CIRCUIT COURT ADMINISTRATOR

JOHN D. MEAD, J.D. L.L.M.
RESEARCH ATTORNEY

KATHY J. MCBRIDE, CSR
OFFICIAL COURT REPORTER

CHRISTINE LYSTER, CSR
OFFICIAL COURT REPORTER

LINDA A. NICKELSON
ADR CLERK
TO:

Charles Clark, Benzie County Administrator

FROM: James M. Batzer, Circuit Judge

DATE: October 28, 2005

RE: Year 2005-2006 Payments for Court-Appointed Attorneys

Enclosed please find copies of the 2005-2006 contracts for the Benzie County court-appointed attorneys. Please be advised that the year 2005-2006 contract amounts for the attorneys should be as follows:

James Bearinger (P10588)	\$22,400.00
John B. Daugherty, Professional Limited Company	22,400.00
David G. Huft (P32736)	22,400.00
Mary Witkop (P52714)	6,744.00
Michael L Smith (P41822)	22,400.00

TOTAL	96,344.00

Also, please note that checks are payable to the attorneys on the 15th day of each month beginning October, 2005.

Enclosures

cc: Linda Wilson, Benzie County Treasurer w/o enclosures

COUNTY OF BENZIE
AGREEMENT

2005-2006

This agreement made this 26th day of October, 2005 between the 19th Judicial Circuit Court of the State of Michigan, hereinafter referred to as the "Court" and attorney Mary Witkop, P52714 of Honor, 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 represent indigent minors in juvenile delinquency proceedings, indigent minors and parents or other parties having paternal rights in neglect and abuse proceedings, and indigent parties involved in adoption and step-parent adoption proceedings whose parental rights are subject to termination and to compensate attorneys acting as guardian ad litem 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 she is ready, willing and able to provide at least one-fifth of the 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, 2005 through September, 30, 2006.

2. During the term the Attorney agrees to provide complete legal defense services for juvenile delinquency and abuse, neglect matters, indigent minors and parents or other parties having paternal rights in neglect and abuse proceedings, and indigent parties involved in adoption and step-parent adoption proceedings whose parental rights are subject to termination and to compensate attorneys acting as guardian ad litem in any matter 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 \$6,744.00 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 five 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 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 \$6,744.00. Payments shall be made in twelve equal installments commencing October 1, 2005, 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.



James M. Batzer, Circuit Judge



Mary Witkop P52714
Attorney at Law

COUNTY OF BENZIE
AGREEMENT

2005-2006

This agreement made this 26th day of October, 2005 between the 19th Judicial Circuit Court of the State of Michigan, hereinafter referred to as the "Court" and attorney James Bearinger, P10588 of Beulah, 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 to represent indigent minors in juvenile delinquency proceedings, indigent minors and parents or other parties having paternal rights in neglect and abuse proceedings, and indigent parties involved in adoption and step-parent adoption proceedings whose parental rights are subject to termination and to compensate attorneys acting as guardian ad litem 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-fourth such services for

matters other than family division and one-fifth of the 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, 2005 through September, 30, 2006.

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 juvenile delinquency and abuse, neglect matters, and to represent indigent minors in juvenile delinquency proceedings, indigent minors and parents or other parties having paternal rights in neglect and abuse proceedings, and indigent parties involved in adoption and step-parent adoption proceedings whose parental rights are subject to termination and to compensate attorneys acting as guardian ad litem in any matter 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 \$22,400.00 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 four or five 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 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 \$22,400.00. Payments shall be made in twelve equal installments commencing

October 1, 2005, 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:

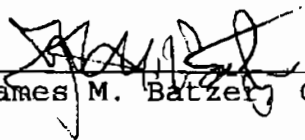
a. Should the Attorney fail in a substantial manner to perform the obligations specified under this agreement,

b. Upon determination by the judge that the Attorney has not provided adequate counsel for those for whom he is appointed as counsel, or

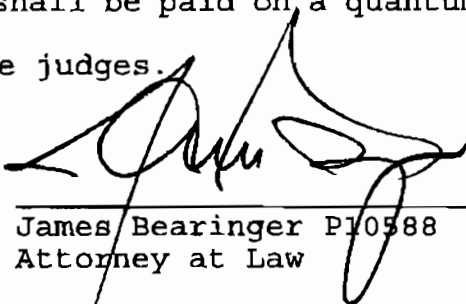
c. By the Court or the Attorney giving notice of the proposed termination at least 30 days prior to the date of the proposed determination.

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.



James M. Batzer, Circuit Judge



James Bearinger P10588
Attorney at Law

COUNTY OF BENZIE
AGREEMENT

2005-2006

This agreement made this 26th day of October, 2005 between the 19th Judicial Circuit Court of the State of Michigan, hereinafter referred to as the "Court" and attorney John B Daugherty, P42337 of Beulah, 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 to represent indigent minors in juvenile delinquency proceedings, indigent minors and parents or other parties having paternal rights in neglect and abuse proceedings, and indigent parties involved in adoption and step-parent adoption proceedings whose parental rights are subject to termination and to compensate attorneys acting as guardian ad litem 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-fourth such services for

matters other than family division and one-fifth of the 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, 2005 through September, 30, 2006.

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 juvenile delinquency and abuse, neglect matters, and to represent indigent minors in juvenile delinquency proceedings, indigent minors and parents or other parties having paternal rights in neglect and abuse proceedings, and indigent parties involved in adoption and step-parent adoption proceedings whose parental rights are subject to termination and to compensate attorneys acting as guardian ad litem in any matter 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 \$22,400.00 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 four or five 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 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 \$22,400.00. Payments shall be made in twelve equal installments commencing

October 1, 2005, 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

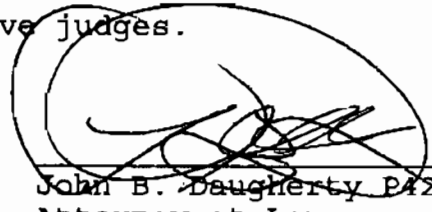
c. By the Court or the Attorney giving notice of the proposed termination at least 30 days prior to the date of the proposed determination.

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.



James M. Batzer, Circuit Judge



John B. Daugherty P42337
Attorney at Law

COUNTY OF BENZIE
AGREEMENT

2005-2006

This agreement made this 5th day of October, 2005 between the 19th Judicial Circuit Court of the State of Michigan, hereinafter referred to as the "Court" and attorney Michael L. Smith, P41822 of Lake Ann, 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 to represent indigent minors in juvenile delinquency proceedings, indigent minors and parents or other parties having paternal rights in neglect and abuse proceedings, and indigent parties involved in adoption and step-parent adoption proceedings whose parental rights are subject to termination and to compensate attorneys acting as guardian ad litem 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-fourth such services for

matters other than family division and one-fifth of the 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, 2005 through September, 30, 2006.

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 juvenile delinquency and abuse, neglect matters, and to represent indigent minors in juvenile delinquency proceedings, indigent minors and parents or other parties having paternal rights in neglect and abuse proceedings, and indigent parties involved in adoption and step-parent adoption proceedings whose parental rights are subject to termination and to compensate attorneys acting as guardian ad litem in any matter 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 \$22,400.00 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 four or five 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 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 \$22,400.00. Payments shall be made in twelve equal installments commencing

October 1, 2005, 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,

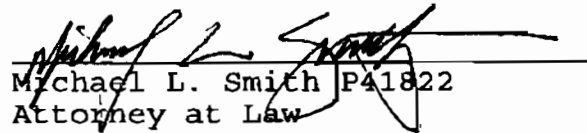
b. Upon determination by the judge that the Attorney has not provided adequate counsel for those for whom he is appointed as counsel, or

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.


James M. Batzer, Circuit Judge


Michael L. Smith P41822
Attorney at Law

COUNTY OF BENZIE
AGREEMENT

2005-2006

This agreement made this 26th day of October, 2005 between the 19th Judicial Circuit Court of the State of Michigan, hereinafter referred to as the "Court" and attorney David Huft, P32736 of Honor, 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 to represent indigent minors in juvenile delinquency proceedings, indigent minors and parents or other parties having paternal rights in neglect and abuse proceedings, and indigent parties involved in adoption and step-parent adoption proceedings whose parental rights are subject to termination and to compensate attorneys acting as guardian ad litem 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-fourth such services for

matters other than family division and one-fifth of the 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, 2005 through September, 30, 2006.

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 juvenile delinquency and abuse, neglect matters, and to represent indigent minors in juvenile delinquency proceedings, indigent minors and parents or other parties having paternal rights in neglect and abuse proceedings, and indigent parties involved in adoption and step-parent adoption proceedings whose parental rights are subject to termination and to compensate attorneys acting as guardian ad litem in any matter 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 \$22,400.00 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 four or five 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 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 \$22,400.00. Payments shall be made in twelve equal installments commencing

October 1, 2005, 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:

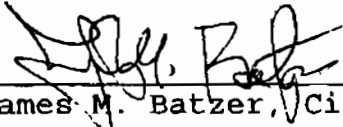
a. Should the Attorney fail in a substantial manner to perform the obligations specified under this agreement,

b. Upon determination by the judge that the Attorney has not provided adequate counsel for those for whom he is appointed as counsel, or

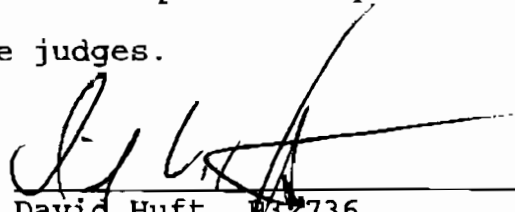
c. By the Court or the Attorney giving notice of the proposed termination at least 30 days prior to the date of the proposed determination.

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.



James M. Batzer, Circuit Judge



David Huft, #32736
Attorney at Law

THE CIRCUIT COURT



STATE OF MICHIGAN
19TH JUDICIAL CIRCUIT
MANISTEE AND BENZIE COUNTIES

MANISTEE COUNTY COURTHOUSE
P.O. BOX 484
MANISTEE, MICHIGAN 49660
231-723-6684
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)

JAMES M. BATZER
CIRCUIT JUDGE

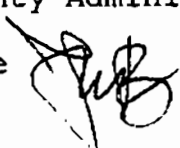
KRIS A. RANDALL
CIRCUIT COURT ADMINISTRATOR

JOHN D. MEAD, J.D. L.L.M.
RESEARCH ATTORNEY

KATHY J. MCBRIDE, CSR
OFFICIAL COURT REPORTER

CHRISTINE LYSTER, CSR
OFFICIAL COURT REPORTER

LINDA A. NICKELSON
ADR CLERK

TO: Thomas Kaminski, Manistee County Administrator
FROM: James M. Batzer, Circuit Judge 
DATE: October 28, 2005
RE: Year 2005-2006 Payments for Court-Appointed Attorneys

Listed below are the payments that have been set for the court-appointed attorneys for 2005-6. A copy of the contract is attached.

William N. Grant (P14278)	27,572.00
Hilary Eriksen (P30567)	27,572.00
Mark Quinn (P44062)	27,572.00
Mark A. Otto (P31318)	21,412.00
Leslie VanAlstine (P52802)	15,253.00
Gordon McLellan (P24934)	27,572.00
Patrick Dougherty (P41134)	21,412.00
David Huft (P32736)	7,626.00
James Bearinger (P10588)	7,626.00
John Brakora (P29723)	<u>27,572.00</u>
TOTAL	211,189.00

Also, please note that checks are payable to the attorneys on the 15th day of each month beginning October 2005. Also, as in the past, payment for the Oaks inmate cases shall be billed separately.

COUNTY OF MANISTEE
AGREEMENT

2005-2006

This agreement made this 10th day of October, 2005 between the 19th Judicial Circuit Court of the State of Michigan, hereinafter referred to as the "Court" and attorney, Leslie VanAlstine, II, P52802, 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-ninth of such services for matters other than family division 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, 2005 through September, 30, 2006.

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 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 \$15,253.00 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 nine 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 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 \$15,253.00. Payments shall be made in twelve equal installments commencing October 1, 2005, 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.

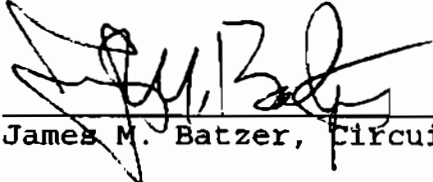
12. This contract may be terminated without further obligation to the Court, the Attorney or to the County in either of the following eventualities:

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



Leslie VanAlstine II P52802
Attorney at Law

COUNTY OF MANISTEE
AGREEMENT

2005-2006

This agreement made this 25th day of October, 2005 between the 19th Judicial Circuit Court of the State of Michigan, hereinafter referred to as the "Court" and attorney William Grant, P14278 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 to represent indigent minors in juvenile delinquency proceedings, indigent minors and parents or other parties having paternal rights in neglect and abuse proceedings, and indigent parties involved in adoption and step-parent adoption proceedings whose parental rights are subject to termination and to compensate attorneys acting as guardian ad litem 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-ninth of such services for

matters other than family division and one-sixth of the 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, 2005 through September, 30, 2006.

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 juvenile delinquency and abuse, neglect matters, 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 \$27,572.00 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 nine or six 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 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 \$27,572.00. Payments shall be made in twelve equal installments commencing October 1, 200~~7~~⁸, 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


William Grant P14278
Attorney at Law

COUNTY OF MANISTEE
AGREEMENT

2005-2006

This agreement made this 25th day of October, 2005 between the 19th Judicial Circuit Court of the State of Michigan, hereinafter referred to as the "Court" and attorney Hilary Eriksen, P30567 of Bear Lake, 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 to represent indigent minors in juvenile delinquency proceedings, indigent minors and parents or other parties having paternal rights in neglect and abuse proceedings, and indigent parties involved in adoption and step-parent adoption proceedings whose parental rights are subject to termination and to compensate attorneys acting as guardian ad litem 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 she is ready, willing and able to provide at least one-ninth of such services for

matters other than family division and one-sixth of the 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, 2005 through September, 30, 2006.

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 juvenile delinquency and abuse, neglect matters, 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 \$27,572.00 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 nine or six 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 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 \$27,572.00. Payments shall be made in twelve equal installments commencing October 1, 200~~4~~⁵, 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.

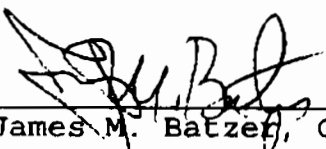
12. This contract may be terminated without further obligation to the Court, the Attorney or to the County in either of the following eventualities:

a. Should the Attorney fail in a substantial manner to perform the obligations specified under this agreement,

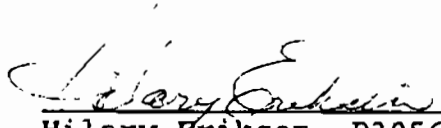
b. Upon determination by the judge that the Attorney has not provided adequate counsel for those for whom he is appointed as counsel, or

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



Hilary Eriksen P30567
Attorney at Law

COUNTY OF MANISTEE
AGREEMENT

2005-2006

This agreement made this 25th day of October, 2005 between the 19th Judicial Circuit Court of the State of Michigan, hereinafter referred to as the "Court" and attorney John Brakora, P29723 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 to represent indigent minors in juvenile delinquency proceedings, indigent minors and parents or other parties having paternal rights in neglect and abuse proceedings, and indigent parties involved in adoption and step-parent adoption proceedings whose parental rights are subject to termination and to compensate attorneys acting as guardian ad litem 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-ninth of such services for

matters other than family division and one-sixth of the 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, 2005 through September, 30, 2006.

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 juvenile delinquency and abuse, neglect matters, 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 \$27,572.00 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 nine or six 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 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 \$27,572.00. Payments shall be made in twelve equal installments commencing October 1, 200~~X~~⁵, 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:

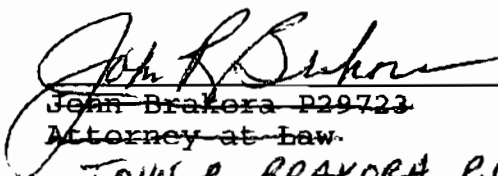
a. Should the Attorney fail in a substantial manner to perform the obligations specified under this agreement,

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


~~John Brakora P29723~~
~~Attorney at Law~~
JOHN R. BRAKORA, P.C.
By JOHN BRAKORA (P29723)
ATTORNEY AT LAW

COUNTY OF MANISTEE
AGREEMENT

2005-2006

This agreement made this 25th day of October, 2005 between the 19th Judicial Circuit Court of the State of Michigan, hereinafter referred to as the "Court" and attorney, David Huft, P32736, of Honor, 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-ninth of such services for matters other than family division 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, 2005 through September, 30, 2006.

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 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 \$7,626.00 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 nine 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 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 \$7,626.00. Payments shall be made in twelve equal installments commencing October 1, 200~~8~~⁷, 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


David Huft #32736
Attorney at Law

COUNTY OF MANISTEE
AGREEMENT

2005-2006

This agreement made this 25th day of October, 2005 between the 19th Judicial Circuit Court of the State of Michigan, hereinafter referred to as the "Court" and attorney, James Bearinger, P10588, of Beulah, 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-ninth of such services for matters other than family division 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, 2005 through September, 30, 2006.

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 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 \$7,626.00 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 nine 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 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 \$7,626.00. Payments shall be made in twelve equal installments commencing October 1, 2005, 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,

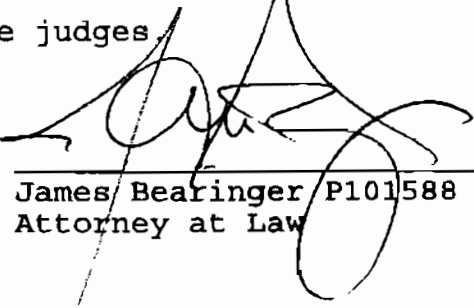
b. Upon determination by the judge that the Attorney has not provided adequate counsel for those for whom he is appointed as counsel, or

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



James Bearinger P101588
Attorney at Law

COUNTY OF MANISTEE
AGREEMENT

2005-2006

This agreement made this 25th day of October, 2005 between the 19th Judicial Circuit Court of the State of Michigan, hereinafter referred to as the "Court" and attorney Mark Quinn, P44062 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 to represent indigent minors in juvenile delinquency proceedings, indigent minors and parents or other parties having paternal rights in neglect and abuse proceedings, and indigent parties involved in adoption and step-parent adoption proceedings whose parental rights are subject to termination and to compensate attorneys acting as guardian ad litem 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-ninth of such services for

matters other than family division and one-sixth of the 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, 2005 through September, 30, 2006.

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 juvenile delinquency and abuse, neglect matters, 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 \$27,572.00 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 nine or six 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 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 \$27,572.00. Payments shall be made in twelve equal installments commencing October 1, 200~~7~~⁵, 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.

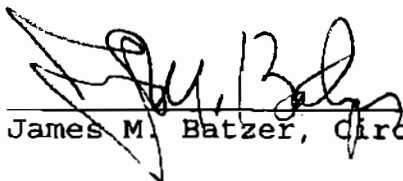
12. This contract may be terminated without further obligation to the Court, the Attorney or to the County in either of the following eventualities:

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



Mark Quinn P44062
Attorney at Law

COUNTY OF MANISTEE
AGREEMENT

2005-2006

This agreement made this 25th day of October, 2005 between the 19th Judicial Circuit Court of the State of Michigan, hereinafter referred to as the "Court" and attorney Mark Otto, P31318 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 to represent indigent minors in juvenile delinquency proceedings, indigent minors and parents or other parties having paternal rights in neglect and abuse proceedings, and indigent parties involved in adoption and step-parent adoption proceedings whose parental rights are subject to termination and to compensate attorneys acting as guardian ad litem 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-ninth of such services for

matters other than family division and one-sixth of the 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, 2005 through September, 30, 2006.

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 juvenile delinquency and abuse, neglect matters, 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 \$21,412.00 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 nine or six 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 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 \$21,412.00. Payments shall be made in twelve equal installments commencing October 1, 200~~7~~^S, 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.

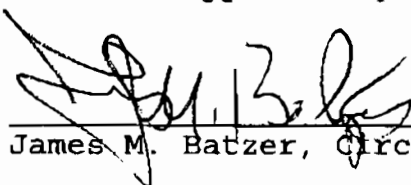
12. This contract may be terminated without further obligation to the Court, the Attorney or to the County in either of the following eventualities:

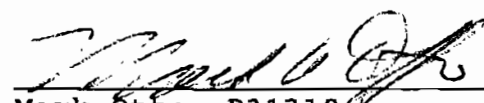
a. Should the Attorney fail in a substantial manner to perform the obligations specified under this agreement,

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


Mark Otto P31318
Attorney at Law

COUNTY OF MANISTEE
AGREEMENT

2005-2006

This agreement made this 25th day of October, 2005 between the 19th Judicial Circuit Court of the State of Michigan, hereinafter referred to as the "Court" and attorney Gordon McLellan, Jr., P24934 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 to represent indigent minors in juvenile delinquency proceedings, indigent minors and parents or other parties having paternal rights in neglect and abuse proceedings, and indigent parties involved in adoption and step-parent adoption proceedings whose parental rights are subject to termination and to compensate attorneys acting as guardian ad litem 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-ninth of such services for

matters other than family division and one-sixth of the 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, 2005 through September, 30, 2006.

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 juvenile delinquency and abuse, neglect matters, 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 \$27,572.00 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 nine or six 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 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 \$27,572.00. Payments shall be made in twelve equal installments commencing October 1, 200~~7~~^S, 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.

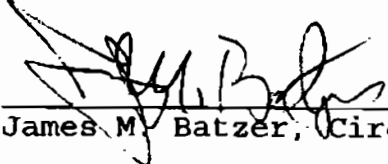
12. This contract may be terminated without further obligation to the Court, the Attorney or to the County in either of the following eventualities:

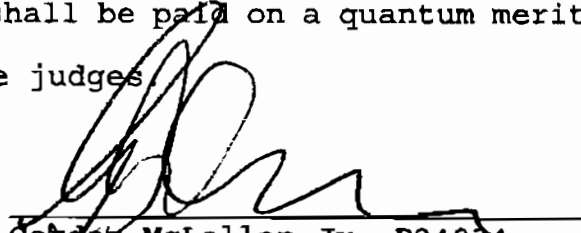
a. Should the Attorney fail in a substantial manner to perform the obligations specified under this agreement,

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


Gordon McLellan, Jr. P24934
Attorney at Law