

## ***Trial Assigned Counsel Fees by Circuit March, 2012***

| <i><b>Circuit</b></i>                     | <i><b>Basis</b></i>  | <i><b>Fee Set</b></i> | <i><b>Response to Survey</b></i> | <i><b>Rate</b></i>  | <i><b>Expenses</b></i>  |
|---|--|-----------------------|----------------------------------|---|---|
| <u>1<sup>st</sup></u><br><u>Hillsdale</u> | Contracts with 2010<br>3 attorneys                                       |                       | Yes                              | Attorney #1 (37%): \$44,955<br>Attorney #2 (33%): \$40,095<br>Attorney # 3 (30%) \$36,450<br>Includes all district &<br>circuit court cases, PPO<br>violations, nonpayment of<br>support & probation<br>violations. Excludes<br>appeals.  | Additional for<br>expert witnesses,<br>transcripts,<br>subpoena and<br>witness fees, costs<br>of venue change,<br>upon application.   |
| <u>2<sup>nd</sup></u><br><u>Berrien</u>   | Contracts with 2010 -<br>3 attorney 2012<br>groups                       |                       | Yes                              | Drug Court cases:<br>\$120,000/year.  | Drug Court<br>investigator<br>services not to<br>exceed<br>\$13,200/year.   |
|   |  | 2010 -<br>2012        | Yes                              | Niles Division cases:<br>\$140,000/year   | Niles investigator<br>services not to<br>exceed<br>\$16,700/year.   |
|   |  | 2009 - 12             | Yes                              | St. Joseph Division cases:<br>\$450,000 in 2009<br>\$465,000 in 2010<br>\$480,000 in 2011<br>\$490,000 in 2012  | St. Joseph<br>investigator<br>services not to<br>exceed \$50,000/yr.  |
| <u>3<sup>rd</sup></u><br><u>Wayne</u>     | Event, scaled<br>to max.<br>sentence<br>exposure; and<br>defender office | 1998                  | No                               | Event (75% of cases):<br>Prelim.: \$90 - \$190<br>Arraignment: \$40 - \$90<br>Invest./prep.: \$110 - \$250<br>Plea: \$110 - \$250<br>Motion: \$60 - \$130<br>Evid. hrg.: \$80 or \$160<br>Cal. conf.: \$50<br>Final conf.: \$40 - \$100<br>Trial, half-day: \$90 - \$190<br>Trial, full-day: \$180 - \$380<br>Sentencing: \$60 - \$130<br>Diversion, pre-prelim: \$100<br>Interpreters: \$75-\$100<br><br>Non-profit Legal Aid and<br>Defender Office (approx. 14 | Additional for<br>experts: \$200-<br>\$300 (interview<br>and eval.); \$150<br>(court<br>appearance).<br>Jail visits: \$50,<br>max. of 2 visits in<br>capital case.<br>Show-ups: \$50/hr;<br>\$200 full day<br>standby.<br>Extraordinary<br>fees with court<br>approval. |

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| <a href="#"><u>3<sup>rd</sup></u></a><br><a href="#"><u>Wayne</u></a><br><a href="#"><u>(continued)</u></a> |                            |                       |                                  | attys) working on expired contract, \$1.9 million in 2010 (25% of cases).   |   |
| <a href="#"><u>4<sup>th</sup></u></a><br><a href="#"><u>Jackson</u></a>                                     | Contract with 15 attorneys | 2011-2012             | Yes                              | <p>Attorneys bid for percentage of work within 3 crime categories. Cases assigned first to low bidders in category I (mand. life term), with 1-3 case bids ranging from \$3,000 to \$15,000. Attorneys bid for 20% of work for categories II and III, cases assigned to lowest qualified proposals.</p> <p>Additional fee for trial (1/2 day in murder trial = \$325), Trial Fees for other cases (1/2 Day = \$260), and for MDOC cases (\$425). Fee for ½ day of prelim exam over 3 (1/2 day = \$250).</p> | Additional for experts with court approval. Attorneys bill for transcripts, witness fees, service of process. |
| <a href="#"><u>5<sup>th</sup></u></a><br><a href="#"><u>Barry</u></a>                                       | Contract with 16 attorneys | 2010                  | Yes                              | Includes felonies, misdemeanors, nonsupport, paternity, probation violations, PPO violations. Attorneys divide \$254,000 using point system: 20 units, each worth \$13,000. Full-time attorneys earn 1 unit (\$13,000); capital designated earn 1.5 units (\$20,000); FOC earns \$10,000 = \$254,000 total. Cases divided on roughly equal basis.   |   |
| <a href="#"><u>6<sup>th</sup></u></a><br><a href="#"><u>Oakland</u></a>                                     | Event                      | 2008 & 2009           | Yes                              | District Court: (w/prelim exam conf.; prelim exam, motions, plea and sentence) Felony less than life: \$300. Felony w/life: \$440; Dismissal: \$220.00 Trial/xtra day prelim: \$155.00  | For extraordinary fees on capital cases, no more than 1.5x the amount recommended by Court Admin              |

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| <a href="#"><u>6<sup>th</sup></u></a><br><a href="#"><u>Oakland</u></a><br><a href="#"><u>(continued)</u></a> |              |                |                           | <p>Infectious Disease Hearing: \$150.00.</p> <p>Attorney retained w/o notice: \$75</p> <p>Circuit Court: (w/prelim exam conf., arraignment, motions, plea and sentence)</p> <p>Felony w/less than life max. sentence prelim waived: \$460.00</p> <p>Felony w/less than life max. sentence prelim held: \$500.00</p> <p>Habitual 4<sup>th</sup> enhancement: \$710</p> <p>Murder I and drug possession of 650g or more: \$950</p> <p>Capital cases: \$800.</p> <p>Jail visit, less than life and habitual 4<sup>th</sup> (two only): \$65 (one visit if appointed before 8/12/02)</p> <p>Jail visit, life max. (up to 6): \$65</p> <p>Jail visit, violation of probation (one only): \$65</p> <p>Day of hearing where testimony is taken, less than life: \$350</p> <p>Day of hearing where testimony is taken, life max.: \$460</p> |   |
| <a href="#"><u>7<sup>th</sup></u></a><br><a href="#"><u>Genesee</u></a><br>-<br>-                             | Event        | 2006           | Yes                       | <p><b>District Ct.</b></p> <p>Misd. trial: \$200 1<sup>st</sup> day, \$150 each additional day</p> <p>Misd. case settled day of trial: \$50</p> <p><b>Circuit Ct.</b></p> <p>Arraignment: \$100</p> <p>Guilty plea before trial day set: \$200</p> <p>Hearing on written motion: \$75</p> <p>Pre-trial conference: \$35</p> <p>Hearing w/testim.: \$150</p> <p>Written brief: \$100</p> <p>Trial prep FC: \$400; FH: \$200</p>  | Additional for "extraordinary services," with court approval. |

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| <a href="#"><u>7<sup>th</sup></u></a><br><a href="#"><u>Genesee</u></a><br><a href="#"><u>(continued)</u></a> |              |                |  | Guilty plea on trial day: \$50<br>Trial day FC: \$400; FH: \$250<br>Trial cont. all afternoon: \$200<br>Trial limited afternoon: \$100<br>Return for verdict: \$50<br>Pre-sentence jail visit: \$50<br>Sentencing: \$125<br>Attend ct. when sentence deferred: \$50<br>Dist. Ct. upon remand: \$100   |   |
| <a href="#"><u>8<sup>th</sup></u></a><br><a href="#"><u>Ionia</u></a><br><a href="#"><u>Montcalm</u></a>      | Hourly       | 2011           | Yes                                      | Ionia attorneys:<br>Inmate cases: \$65/hr.<br>Non-inmate cases: \$55/hr.<br>Montcalm attorneys:<br>Inmate cases: \$65/hr.<br>Non-inmate cases: \$55/hr  | Additional, with court approval.                    |
| <a href="#"><u>9<sup>th</sup></u></a><br><a href="#"><u>Kalamazoo</u></a>                                     | Event        | 2009           | Partial<br>(appellate fee schedule only) | <u>Tier I Offenses:</u><br>Murder: \$1,795.00<br>Life offenses: \$1,382<br>Person over 4 yrs: \$385<br>Controlled subst. over 10 yrs: \$385<br>Mandatory Prison: \$800<br>D. Ct. dispositions: \$385<br>D. Ct. retained counsel: \$50.00<br>Trial day fee: \$445<br>Represent witness: \$150<br>Sentencing only: \$150<br><br><u>Tier II Offenses:</u><br>All other cases: \$460<br>Person 4 yrs and below: \$265<br>Property: \$265<br>Controlled subst. 10 yrs and below: \$265<br>Public order, safety, trust: \$265<br>D. Ct. dispositions: \$265<br>D. Ct. retained counsel: \$50.00<br>Trial day fee: \$325<br>Represent witness: \$150 | Payment for conflicts to be handled within contract |



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|--|-----------------------------|-----------------------|---|---|--|
|  |                             |                       |   | Sentencing only: \$150  |  |
| <a href="#"><u>9<sup>th</sup><br/>Kalamazoo<br/>(continued)</u></a>                    |                             |                       |   | Probation violations:<br>Formal: \$248<br>Informal: \$150   | Same.  |
| <a href="#"><u>10<sup>th</sup><br/>Saginaw</u></a>                                     | Hourly                      | 2003                  | Partial<br>(provided list of attorneys) | <b>Circuit Ct.</b><br>\$55/hr non-capital (max \$350)<br>\$70/hr capital (max \$1000)<br>Trial \$400/day, \$200 half-day, plus \$55/hr (up to max \$350)<br>Capital trial \$600/day, \$300 half-day, plus \$70/hr (up to max \$1000)<br><b>Dist. Ct.</b><br>\$35/hr | Additional for transcripts, investigative costs, etc.  |
| <a href="#"><u>11<sup>th</sup><br/>Alger<br/>Luce<br/>Schoolcraft<br/>Mackinac</u></a> | Hourly                      | Approx.<br>1998       | Yes                                     | \$40/hr.  | Additional for mileage, phone, copying, experts, with court approval.  |
| <a href="#"><u>12<sup>th</sup><br/>Baraga</u></a>                                      | Contract with<br>1 attorney | 2011 -<br>2012        | Yes                                     | \$27,000/year. Includes felonies, misdemeanors, line-ups, extraditions, prob. violations, paternity and support proceedings. Excludes appeals.  | Additional for witness fees, investigation, depositions, transcripts, service fees, approved medical and psychiatric evals, necessary out-of-county travel expenses. |
| <a href="#"><u>Houghton</u></a>  | Contract with<br>1 attorney | 2011 -<br>2012        | Yes                                     | \$93,600/year. Includes felonies, misdemeanors, lineups, extraditions, prob. violations, paternity and support proceedings. Excludes appeals.   | Additional for witness fees, investigation, transcripts, service fees, approved medical and psychiatric evaluations, necessary out-of-county travel expenses.        |

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| <a href="#"><u>Keweenaw</u></a>                                       | Hourly                    | 2004           | Yes                                 | \$55/hr.   |   |
| <a href="#"><u>13<sup>th</sup> Antrim Grand Traverse Leelanau</u></a> | Event & Hourly            | 2009           | Reported no change                  | Interview and prep.: \$300<br>Prelim. waived: \$50<br>Prelim. held: \$100<br>Pre-trial conf.: \$50<br>Hearing on motion: \$100<br>Lineup: \$75<br>Plea: \$150<br>First day of trial: \$700<br>Each subseq. 1/2 day: \$250<br>Sentencing prob. viol.: \$150<br>PPO violations: \$250<br>FOC show cause/patern. /prob. viol.: \$250<br>Capital cases at \$75/hr.   | Additional, upon approval, for records, witness fees, mileage, photocopying of police reports, records and photos, filing and service fees. |
| <a href="#"><u>14<sup>th</sup> Muskegon</u></a>                       | Contracts with 4 firms    | 2009 - 2010    | Yes<br>(Provided list of attorneys) | Firm 1: \$130,000 annual<br>Firm 2: \$45,000 annual<br>Firm 3: \$65,000 annual<br>Firm 4: \$130,000 annual   | Office expenses included.<br>Additional for subpoenas, witness fees.<br>Additional for experts with approval of chief attorney on contract. |
| <a href="#"><u>15<sup>th</sup> Branch</u></a>                         | Contract with 3 attorneys | 2011 – 2012    | Yes                                 | Atty 1: \$86,125<br>Atty 2: \$43,062.50<br>Atty 3: \$43,062.50<br>First attorney gets 50% of work<br>Other two attorneys get 25% of work each (totaling 50%)<br><br>Covers felonies, misdemeanors, lineups, interrogations, extradition, probation violations, paternity; up to 3 violations of PPOs per year, per attorney; excludes appeals, non-support, inmate cases. Additional in life or major drug cases offenses, when hours over 15, at hourly | Additional for "all necessary expenses" including witness fees, transcripts, mileage, copying, phone.                                       |

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| <a href="#"><u>16<sup>th</sup></u></a><br><a href="#"><u>Macomb</u></a> | Event  | 2003           | Yes   | <p>rate of \$100, with court approval.<br/>Additional for extraordinary commitments of time or ex-traordinary complexity.<br/>Invest. and prep.: \$100<br/>Prelim. waiver: \$50<br/>Prelim. full day: \$175 or \$200<br/>Prelim. half day: \$125 or \$150<br/>Plea or dismissal: \$100<br/>AOI: \$50<br/>Pretrial conf.: \$75<br/>Motion prep.: \$125<br/>Motion arg.: \$75<br/>Evid. hearing: \$100<br/>Guilty plea circ. ct.: \$250 or \$350<br/>Trial in cap. case: \$500/day<br/>Trial other cases: \$350/day<br/>Sentencing: \$100<br/>Prob. viol.: \$125</p> | Additional for investigator or expert with court approval.                       |
| <a href="#"><u>17<sup>th</sup></u></a><br><a href="#"><u>Kent</u></a>   | Contracts with private attorneys (50%); contract with Public Defender Office (50%) | 2003           | Yes<br>(Provided list of attorneys with request for proposal for 2012 pensions) | <p>Private attorneys contract for group of cases at \$510/case; murder cases at \$50/hr; \$100 per lineup; \$250 per PPO hearing; \$50/hr for fugitive hearing.</p> <p>Kent CountyOffice of Defender receives \$1,610,000 for 2,300 non-murder felony cases, and \$36,750 for 10 murder cases. PV@ \$110.25 each; non-murder felonies over contract number @ \$700 each.<br/>Child protective, delinquency appellate and parental waiver cases at \$50/hr.</p>   | Additional for investigation, expert witnesses, extra fees, with court approval. |
| <a href="#"><u>18<sup>th</sup></u></a><br><a href="#"><u>Bay</u></a>    | Public Defender Office (3 attorneys)   | 1998           | Yes   | <p>\$65 - Circuit Court<br/>\$50-\$55 - District Court<br/>\$50 - Probation violations</p>   |  |

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|--|--|-----------------------|----------------------------------|---|--|
| <a href="#"><u>18<sup>th</sup> Bay (continued)</u></a> | Crim Defense Office (2 attorneys)<br><br>Contract with 1 firm (4 attys.) |                       |                                  | Budget for PD office: \$201,916<br>Budget for Crim. Def. Office: \$261,497<br>Firm does all misdemeanors, \$13,000 monthly.   |  |
| <a href="#"><u>19<sup>th</sup> Benzie</u></a>          | Contracts with 8 attorneys   | 2009 - 2010           | Yes                              | Budget for 2009: \$11,900/year for caseloads involving felonies, paternity, civil contempt, PPO violations; \$16,660/year for caseloads involving all the above plus juveniles, neglect and abuse, adoption | Additional attorney fees with court approval if trial exceeds 7 days.      |
| <a href="#"><u>Manistee</u></a>                        | Contracts with 14 attorneys  | 2011 - 2012           | Yes                              | \$13,858/year for cases involving felonies, paternity, civil contempt, PPO violations; \$24,944/year for cases involving all the above plus juveniles, neglect and abuse, adoption                          | Same   |
| <a href="#"><u>20<sup>th</sup> Ottawa</u></a>          | Hourly   | 2009                  | Yes                              | Level I: \$97.62<br>Level II: \$84.94<br>Level III: \$77.12<br>Ct. appointed counsel: \$45/hr   | Additional for mileage (\$.555 p/mile).                                    |
| <a href="#"><u>21<sup>st</sup> Isabella</u></a>        | Contract with 8 attorneys  | 2012                  | Yes                              | \$345,996 for 2012 plus \$400/day for trials; \$200/half-day for trials. All felonies, misdemeanors, paternity, parole, PV, child   | Additional for police reports, med. records, experts, deps., invest., med. |

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|--|---|-----------------------|----------------------------------|--|--|
|  |   |                       |                                  | support, juvenile, extradition, GAL, PPO, abuse, neglect, mental commitments.  | tests, transcripts, mileage, filing, witness and service fees, with court approval prior to expenses incurred. |
| <a href="#"><u>22<sup>nd</sup> Washtenaw</u></a> | Public Defender Office (16 attorneys)                                       | 2005                  | No                               | Budget for 2005: \$2,409,193 covers 16 attorneys & their support staff. Handled 3,504 felony charges, 4,602 misdemeanor charges, 1,231 delinquency and 1,466 abuse/neglect dispositional hearings in 2005. |  |
|  | Contract for conflicts  | 2010                  |                                  |  |  |
| <a href="#"><u>23<sup>rd</sup> Iosco</u></a>     | Contract with 3 attorneys (district)<br>Contract with 3 attorneys (circuit) | 2009                  | No                               | Budget for 2009: \$20,972.52/year each for district contract attys.<br><br>\$35,063.52/year each for circuit contract attys.   | Additional, with court approval.   |
| <a href="#"><u>Oscoda</u></a>                    | Hourly  | 2009                  | No                               | \$60/hr (circuit and district)   | Additional for reasonable costs.   |
| <a href="#"><u>Alcona</u></a>                    | Contract with 3 attorneys   | 2009                  | No                               | \$24,720/year/attorney   |  |
| <a href="#"><u>Arenac</u></a>                    | Contract with 3 attorneys (district)<br>Hourly (circuit)                    | 2010                  | No                               | \$12,936.96/year each<br><br>\$60/hr   | Additional with court approval.  |

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| <a href="#"><u>24<sup>th</sup><br/>Sanilac</u></a>   | Hourly                     | 1991                  | Yes                              | \$50/hr.  | Included in hourly rate; additional for experts with court approval.                              |
| <a href="#"><u>25<sup>th</sup><br/>Marquette</u></a> | Hourly                     | 2003                  | Reported no change               | \$50/hr.<br>\$75/hr. for prison cases.  | Additional for mileage and other.   |
| <a href="#"><u>26<sup>th</sup><br/>Alpena</u></a>    | Contract with 3 attorneys. | 2010                  | Reported no change               | \$250,000/year total<br>Includes felonies, misdemeanors, extradition, delinquency, juvenile, paternity, PV, neglect, abuse, PPOs, GAL, mental illness, FOC, appeals to circuit court. | Additional for expert witnesses, psychiatric exams, transcripts, polygraphs, with court approval. |
| <a href="#"><u>Mont-morency</u></a><br>-             | Contract with 2 attorneys  | 2011                  | Yes                              | \$53,500/year total   | Same  |
| <a href="#"><u>27<sup>th</sup><br/>Newaygo</u></a>   | Contract with 2 attorneys  | 2010                  | Yes                              | Contracts cover juvenile, neglect, abuse, traffic, paternity, contempt, GAL, PPO, support, felonies, totaling \$100,417.90 (\$25,104.48, \$37,656.71, and \$37,656.71).               | Additional \$50/hr plus mileage for travel.   |
| <a href="#"><u>Oceana</u></a>                        | Contract with 2 firms      | 2012                  | Yes                              | \$63,467.50 for each firm<br>All felonies, misdemeanors, paternity, FOC show cause, GAL, mental health and juvenile cases.  |   |
| <a href="#"><u>28<sup>th</sup><br/>Missaukee</u></a> | Contract with 6 attorneys  | 2011                  | Yes                              | \$15,348/each attorney.<br>\$55/hr for trial time exceeding one day (on request).<br>Divide cases equally.  | Additional for long-distance phone, mileage, appeal transcripts.                                  |

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|  |                           |                |                           | Includes all felonies, misdemeanors, PV, appeals to circuit court.  |   |
| <a href="#"><u>Wexford</u></a>                 | Contract with 3 attorneys | 2011           | Yes                       | \$39,733/each<br>\$55/hr for trial time exceeding one day (on request)<br>Divide cases equally.<br>Includes all felonies, misdemeanors, PV, appeals to circuit court.   | Additional for long-distance phone, mileage, appeal transcripts.  |
| <a href="#"><u>29<sup>th</sup> Clinton</u></a> | Hourly                    | 2001           | Reported no change        | \$60/hr.  | Additional for phone, copying; experts with court approval.   |
| <a href="#"><u>Gratiot</u></a>                 | Hourly                    | 2001           | Reported no change        | \$60/hr.  | Additional for phone, copying; experts with court approval.   |
| <a href="#"><u>30<sup>th</sup> Ingham</u></a>  | Hourly and Event          | 2010           | Yes                       | <b>Life offenses:</b> \$56/hr. in and out of court, excluding arraignment.<br><b>10 yrs – life by event:</b><br>basic fee: \$98 or \$121<br>Prelim.: \$102<br>Dismissal w/o exam: \$47<br>Prelim. waived: \$51<br>Circuit or Dist. Ct. plea: \$56<br>Circ. Ct. pretrial: \$37<br>Circ. pretrial and plea combined: \$84<br>Dist. plea and sentence combined: \$102<br>Pros. motion: \$37<br>Defense motion: \$37<br>Trial: \$153 full, \$77 half-day<br>Sentencing: \$56<br>Failure to appear: \$33<br>Motion to withdraw: \$33<br><b>Under 10 yrs. by event:</b> | Long distance phone and mileage excluded; additional with court approval.<br><br>FOC hearings \$210 max<br><br>Extraordinary expenses upon request up to \$33 |

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| <a href="#"><u>30<sup>th</sup></u></a><br><a href="#"><u>Ingham</u></a><br><a href="#"><u>(continued)</u></a> |                         |                |   | Basic fee: \$70 or \$98<br>Prelim.: \$79<br>Prelim. waived: \$37<br>Dismissal w/o exam: \$33<br>Dist. Ct. plea: \$47<br>Dist. plea and sentence combined: \$84<br>Circ. Ct. pretrial: \$37<br>Circ. Ct. plea hearings: \$47<br>Circ. pretrial and plea combined \$74<br>Pros. motion: \$37<br>Defense motion: \$37<br>Trial: \$130 full, \$65 half-day<br>Sentencing: \$47<br>Failure to appear: \$33<br>Motion to withdraw: \$33<br><br><b>Other Cases:</b><br>Line-ups \$51<br>Prob. viol. hearing \$60<br>PV. hearing + sentence: \$79<br>Prob. viol. sentence: \$33<br>Bench Warrant: \$33<br>Fugitive or extradition hearings held \$153; waived \$51<br>Motion to withdraw: \$33<br>Failure to appear: \$33<br>PPO Violation: \$153<br>Adjourned PPO hearing: \$73<br>Paternity \$51<br>Paternity adjourned: \$51<br>FOC hearings \$51/hr. |   |
| <a href="#"><u>31<sup>st</sup></u></a><br><a href="#"><u>St. Clair</u></a>                                    | Hourly                  | 2006           | Partial<br>(provided list of attorneys) | \$68.96/hour district and circuit  | Additional with court approval.   |
| <a href="#"><u>32<sup>nd</sup></u></a><br><a href="#"><u>Gogebic</u></a>                                      | Contract with<br>1 firm | 2009-13        | Yes                                     | \$85,000/year<br>Covers district and circuit court excluding juv. delinq, child neglect/abuse, appeals, remands for new trials from appellate court.   | Additional for witness and process fees. Invest., depositions, med and psych evals. only w/ court approval. |



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|---|----------------------------------|-----------------------|----------------------------------|--|--|
| <a href="#"><u>Ontonagon</u></a>                          | Hourly                           | 2010                  | Yes                              | \$50 per hour  |  |
| <a href="#"><u>33<sup>rd</sup> Charlevoix</u></a>         | Contract with 4 attorneys        | 2010 - 2012           | Yes                              | \$183,807.56 for 2010<br>\$187,483.71 for 2011<br>\$191,233.38 for 2012  | Most included, but additional for expert witnesses, polygraph exams, psychiatric exams and investigation, upon approval. Additional for long distance phone. |
| <a href="#"><u>34<sup>th</sup> Ogemaw</u></a>             | Contract with 7-firm consortium. | 2010 - 2011           | Reported no change               | 2010: \$240,000<br>2011: \$240,000<br>Includes felonies, misdemeanors, PV, criminal show cause, FOC contempt, PPOs, lineups.   | Additional for long-distance phone, mileage (\$.375/mile outside Ogemaw), copying. Expert and investigation fees with court approval.                        |
| <a href="#"><u>34<sup>th</sup> Ogemaw (continued)</u></a> |                                  |                       |                                  |  |  |
| <a href="#"><u>Roscommon</u></a>                          | Contract with 5 firms            | 2012                  | Yes                              | \$3,239.41/mo. for felony cases (3 firms);<br>\$2,424.93/mo. for misdemeanor cases (2 firms).<br><br>Includes paternity, probation violation, contempt. Additional over contract for "services rendered" on murder case. |  |
| <a href="#"><u>35<sup>th</sup> Shiawassee</u></a>         | Hourly                           | 2009                  | Yes                              | \$60/hour  | Additional, with court approval.   |
| <a href="#"><u>36<sup>th</sup> Van Buren</u></a>          | Flat fee by crime type           | 2009                  | No                               | Level I:<br>Flat fee: \$1,900<br>Trial prep: \$600<br>Hourly trial: \$85/hr.   |  |

| <i><b>Circuit</b></i>                                      | <i><b>Basis</b></i>  | <i><b>Fee Set</b></i> | <i><b>Response to Survey</b></i> | <i><b>Rate</b></i>  | <i><b>Expenses</b></i>   |
|--|--|-----------------------|----------------------------------|---|--|
|  |  |                       |                                  | <p>Level II:<br/> Flat fee: \$725<br/> Trial prep.: \$375<br/> Hourly trial: \$70/hr.</p> <p>Level III<br/> Flat fee: \$475<br/> Trial prep: \$275<br/> Hourly trial: \$65/hr.</p> <p>Level IV<br/> Flat fee: \$425<br/> Trial prep: \$250<br/> Hourly trial: \$55/hr.</p>  |  |
| <a href="#"><u>37<sup>th</sup> Calhoun</u></a>             | Contracts with 19 attorneys organized in 8 groups.         | 2010 - 2012           | Yes                              | Attorneys are paid on monthly basis with the court making quarterly adjustments up or down according to the number of appointments made during that period based on \$455 per appointment (\$470 in 2011; \$485 in 2012). \$50 per appt. if counsel substituted prior to prelim exam. In addition to per case payment, trial time paid at \$400/day (4 hrs or more), \$200/half-day. Lineup \$300/appt. | Additional for transcripts, witness fees, mileage for witnesses, service of process, polygraphs, psych. exams for defendants, expert witnesses, upon court approval. |
| <a href="#"><u>37<sup>th</sup> Calhoun (continued)</u></a> |  |                       |                                  |   |  |
| <a href="#"><u>38<sup>th</sup> Monroe</u></a>              | Hourly   | 2010                  | Yes                              | No rate was set in the contract \$58/hr.  | Additional for fees, post-age, copying, expert witnesses, investigators with court approval.   |
| <a href="#"><u>39<sup>th</sup> Lenawee</u></a>             | Contract with 3 attorneys (felonies); event (misdemeanors) | 2012                  | Yes                              | \$3,000/month for each attorney. Additional trial days over 2: \$275/day, \$150 half-day. Misdemeanor defense paid by event:<br>Court appearance: \$45<br>Dismissal: \$100  | Additional for witness fees, long distance phone, mileage, transcripts. Extraordinary fees may be allowed by   |

| <i>Circuit</i>   | <i>Basis</i>              | <i>Fee Set</i> | <i>Response to Survey</i> | <i>Rate</i>   | <i>Expenses</i>  |
|--|---------------------------|----------------|---------------------------|---|--|
|  |                           |                |                           | Pre-trial conference plea: \$55<br>Pre-trial conference plea/sentencing: \$75<br>prelim: \$85<br>prelim waived: \$75<br>Remand: \$75<br>Sentencing: \$60<br>Motion to Quash: \$85<br>motion: \$55<br>Bond Hearings: \$45<br>jury trial per 1/2 day: \$200.<br>Jury (over one day, 1/2 day : \$125.<br>Bench: \$60 1st hr; 1/2 hr increments \$50.<br>Lineups: \$40; outside business hours \$50 - \$70.   | request.   |
| <a href="#"><u>40<sup>th</sup> Lapeer</u></a><br><br><a href="#"><u>40<sup>th</sup> Lapeer</u></a><br><a href="#"><u>(continued)</u></a> | Event                     | 1996           | Yes                       | Base fee felony: \$175<br>Base fee misd.: \$125<br>Prelim: \$150, plus \$75 for each add'l. half day<br>Prelim. waived: \$35<br>Prelim.: \$40<br>AOI: \$35; waiver: \$20<br>Contested motions: \$100 for first half day; \$75 each add'l. half day.<br>Lineup: \$100<br>Plea: \$35 at arraign.; \$50 other than at arraign.<br>Pre-trial (up to 3): \$35<br>Trial on capital case: \$500 first day, \$150 each add'l. half day<br>Non-cap: \$300/\$100<br>Sentencing: \$50<br>Probation arraign. and plea: \$35 each; trial at \$100 first half-day, \$75 each add'l. half day.<br><br>Paternity hearings: \$50/hr.; trial \$300 first day, \$100 each add'l. half day. | Included for ordinary travel, phone; additional upon court approval. |
| <a href="#"><u>41<sup>st</sup> Dickinson</u></a>   | Contract with 4 attorneys | 2011-13        | Yes                       | \$28,187 / mo in 2011<br>\$150/day for trial for 2011   | Additional for experts,  |

| <i><b>Circuit</b></i>                             | <i><b>Basis</b></i>                    | <i><b>Fee Set</b></i> | <i><b>Response to Survey</b></i> | <i><b>Rate</b></i>  | <i><b>Expenses</b></i>   |
|---|--|-----------------------|----------------------------------|---|--|
|   |  |                       |                                  |   | investigators.   |
|   |  |                       |                                  | \$2,753.47 /mo for 2 attorneys;<br>\$1,520.10/mo for 3rd attorney (doesn't do felonies)<br>Includes juv. delinquency, child abuse, neglect, mental health.  | Same   |
| <a href="#"><u>41<sup>st</sup> Iron</u></a>       | Contract with 3 attorneys              | 2011                  | Yes                              | \$2,753 / month in 2011   | Same   |
| <a href="#"><u>Menominee</u></a>                  | Contract with 6 attorneys              | 2011                  | Yes                              | \$13,264 / month in 2011 divided equally among 6 attorneys  | Same   |
| <a href="#"><u>42<sup>nd</sup> Midland</u></a>    | Contract with 4-attorney consortium    | 2010-13               | Yes                              | Total 3-year contract, minimum of \$60,000/year to a maximum of \$227,400/year, for felonies and misdemeanors. \$300/half day (on 3rd day of circuit ct. trials) for capital offenses   | Additional for experts, polygraph, psychiatrists, investigators and travel to state prison.  |
| <a href="#"><u>43<sup>rd</sup> Cass</u></a>       | Contract with 5 firms                  | 2010 - 2013           | Yes                              | \$240,000 per year. Includes felonies, misdemeanors, juvenile proceedings, and probation violations.  | Additional for experts upon court approval.  |
| <a href="#"><u>44<sup>th</sup> Livingston</u></a> | Contracts with 6 attorneys and 1 firm. | 2008 - 2010           | Yes                              | 1 attorney for 50 cases @ \$675/case; firm for 275 cases @ \$774 case; 1 attorney for 400 cases @ \$774/case; 2 attorney for 25 cases @ \$620/case; 1 attorney for 65 cases @ \$675/case; 1 attorney 35 cases @ \$675/case.<br>District Court Defenders firm does misdemeanors @ \$200 each. 1 drug court attorney for \$12,000/year. | Additional for experts, testing, depositions, transcripts, travel. Office expenses included. |

| <b><i>Circuit</i></b>   | <b><i>Basis</i></b>  | <b><i>Fee Set</i></b> | <b><i>Response to Survey</i></b> | <b><i>Rate</i></b>  | <b><i>Expenses</i></b>   |
|---|--|-----------------------|----------------------------------|---|--|
| <a href="#"><u>45<sup>th</sup></u></a><br><a href="#"><u>St. Joseph</u></a> | Contract with 8 attorneys                                      | 2012 – 2014           | Yes                              | \$465,000 for 2012 and 2013<br>\$470,000 for 2014.<br>Covers misdemeanors, felonies, probation or parole violations, paternity, juveniles, FOC show cause and PPO violation hearings. | Additional for after hours or weekend lineups or interrogations, remands from appellate courts, with approval of prosecutor and county administrator. Other expenses included in contract. |
| <a href="#"><u>46<sup>th</sup></u></a><br><a href="#"><u>Crawford</u></a>   | Contract with 1 attorney                                       | 2011 – 2013           | Yes                              | \$8,750/mo for 2009<br>\$8,969/mo for 2010<br>Covers felonies, misdemeanors, juveniles, abuse & neglect, probation violation.   |  |
| <a href="#"><u>Kalkaska</u></a>   | Contract with 1 attorney                                       | 2007 - 2010           | No                               | \$9,083.33/mo (8/08 - 7/09)<br>\$9,241.66/mo (8/09 – 7/10)<br>Covers felonies, misdemeanors, juveniles, abuse & neglect, probation violation.   |  |
| <a href="#"><u>46<sup>th</sup></u></a><br><a href="#"><u>Otsego</u></a>     | Contract with 1 attorney                                       | 2009 - 2012           | Yes                              | \$11,041.67/mo (8/07 – 7/08)<br>\$11,250.00/mo (8/08 – 7/09)<br>\$11,589.50 / mo for 2009-2012<br>Covers felonies, misdemeanors, juveniles, abuse & neglect, probation violation.     |  |
| <a href="#"><u>47<sup>th</sup></u></a><br><a href="#"><u>Delta</u></a>      | Contracts with 5 attorneys.<br>\$1,333.33 monthly per attorney | 2011-2012             | Yes                              | \$16,000/year (10/11 – 9/12) per attorney   | Additional for extraordinary or unexpected expenses, with court approval.  |

| <i><b>Circuit</b></i>                                  | <i><b>Basis</b></i>   | <i><b>Fee Set</b></i> | <i><b>Response to Survey</b></i>                 | <i><b>Rate</b></i>   | <i><b>Expenses</b></i>   |
|--|---|-----------------------|--|--|--|
| <a href="#"><u>48<sup>th</sup> Allegan</u></a>         | Hourly  | 1985                  | Yes  | <b>Life Offenses:</b> \$55/hr.<br><b>Other offenses:</b> \$47.50/hr.   | Additional with court approval.  |
| <a href="#"><u>49<sup>th</sup> Mecosta Osceola</u></a> | Event   | 2012                  | Yes  | Case resolved at dist. ct. level without a preliminary examination \$215<br>Case resolved at cir. ct. level after a preliminary examination: \$290<br>Trial: \$515 per day<br>Research & brief prep.: \$70/hr. PPO, PV at \$70/hour.<br>Motions, interlocutory appeals, and/or evidentiary hearing \$70<br>Review pre-sent. report: \$50/hr<br>Attorney shall be paid at the hourly rate of \$70 for his/her work and efforts after the fourth day of trial.<br>Legal assistants \$35<br>Jail visit \$45 after 3rd visit | Additional for witness fees, long distance phone, copying, postage, annual administrative costs, up to 6 jail visits.<br>Invest. and other services with court approval. |
| <a href="#"><u>50<sup>th</sup> Chippewa</u></a>        | Public Defender Office (2 attorneys)<br><br>Hourly for conflict attorneys                     | 2010                  | Partial<br>(provided list of contract attorneys) | Attorney 1: \$71,323<br>Attorney 2: \$53,352<br><br>PD handles approx. 1100 cases/yr (50% felonies, 50% misd.)   |  |
| <a href="#"><u>51<sup>st</sup> Lake</u></a>            | Contracts with 3 firms  | 2011                  | Yes  | \$2,795.95/mo. for each firm<br>Each firm gets approx. 1/3 of caseloads (circuit and district)   | Additional for expenses, with court approval.  |
| <a href="#"><u>Mason</u></a>                           | Joint contract b/w 1 firm and 1 attorney (District)<br><br>Contract with 1 attorney (Circuit) | 2010                  | No   | \$86,783/year for felony cases.<br>\$30,087.75 for misdemeanors.<br>Felony contracts include juvenile delinquency and neglect/abuse.   | Additional for transcripts, witness fees, criminal histories, driving abstracts, medical records where appropriate   |

| <i><b>Circuit</b></i>  | <i><b>Basis</b></i>                 | <i><b>Fee Set</b></i> | <i><b>Response to Survey</b></i> | <i><b>Rate</b></i>   | <i><b>Expenses</b></i>   |
|--|-------------------------------------|-----------------------|----------------------------------|--|--|
| <a href="#"><u>52<sup>nd</sup><br/>Huron</u></a>             | Hourly                              | 2003                  | Yes                              | Circuit and district at \$55/hr.   | Additional for investigation and witnesses, with court approval  |
| <a href="#"><u>53<sup>rd</sup><br/>Cheboygan</u></a>         | Event & Hourly                      | 2005                  | Yes                              | Non-capital cases:<br>Initial conf: \$89<br>Prelim: \$150<br>Arraignment: \$80   | Additional for investigators, experts, transcripts, with court approval.   |
| <a href="#"><u>Presque Isle</u></a>                          |                                     | 2012                  | Yes                              | Hrg on motion: \$125<br>½ day trial: \$150<br>Sentencing: \$110<br>PV hearing: \$100<br>Plea in circuit; \$100<br><br>Capital cases:<br>Fee not to exceed \$80/hr.                                   |  |
| <a href="#"><u>54<sup>th</sup><br/>Tuscola</u></a>           | Contract with 1 firm                | 2010                  | No                               | \$165,000/year<br><br>Includes felonies, appeals from district ct., prob. viol., PPO viol., extradition.   | Additional for expert witness, polygraph, psych exams, investigation, prison visit, with court approval            |
| <a href="#"><u>55<sup>th</sup><br/>Clare<br/>Gladwin</u></a> | Event                               | 2006                  | Yes                              | Prep time if tried: \$400<br>Trial: \$300/day<br>Trial: \$150/one-half day<br>CSC cases: \$700<br>Assaultive Crimes: \$600<br>Non-assaultive Crimes: \$500;<br>FOC/PV: \$150<br>Prelim hearing: \$75 | Additional, with court approval.   |
| <a href="#"><u>56<sup>th</sup><br/>Eaton</u></a>             | Hourly/Event                        | 1978                  | Yes                              | \$40/hour.   | Additional.  |
| <a href="#"><u>57<sup>th</sup><br/>Emmet</u></a>             | Contract with 4-attorney consortium | 2012 – 2014           | Yes                              | \$190,000 for 2012 with a minimum of 1% increases for 2013 and 2014.<br><br>Covers felonies, misdemeanors, appeals to circuit court, prob. viol.,  | Additional for witness fees, polygraphs, psych. exams, investigator, photos, exhibits, phone, with court approval. |

| <i><b>Circuit</b></i> | <i><b>Basis</b></i> | <i><b>Fee Set</b></i> | <i><b>Response to<br/>Survey</b></i> | <i><b>Rate</b></i>  | <i><b>Expenses</b></i>  |
|-----------------------|---------------------|-----------------------|--------------------------------------|---|---|
|                       |                     |                       |                                      | paternity, contempt, line-<br>ups, show-ups,<br>interrogation, extradition. | Additional<br>(without motion)<br>for postage and<br>some copying and<br>transportation to<br>some jails. |



10-120

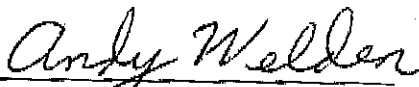
December 14, 2010

**TO THE HONORABLE BOARD OF COMMISSIONERS:**

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

These contracts are for one year beginning January 1, 2011 through December 31, 2011.

Respectfully submitted,



Andy Welden, Chair  
Finance



Alan Ringenberg, Chair  
Board of Commissioners

APPROVED BY THE BOARD OF COMMISSIONERS ON DECEMBER 14, 2010.

CO-PUBLIC DEFENDER LEGAL SERVICES CONTRACT

THIS AGREEMENT entered into this 4<sup>th</sup> day of December 2010, and effective January 1, 2011, by and between the COUNTY OF HILLSDALE, a Municipal Corporation of Hillsdale, Michigan, hereinafter designated as "County," and POULSON & ASSOCIATES, PLLC, Attorneys at Law, hereinafter designated as "Attorneys," PROVIDES:

1. That, the Attorneys shall be employed by the County as an independent contractor from January 1, 2011, to December 31, 2011.
2. That, the Attorneys shall provide defense thirty-three percent (33 %) of all persons charged within Hillsdale County with a crime and eligible for legal services in the District and Circuit Courts for the County of Hillsdale, excluding those indigent persons charged with a crime carrying a potential penalty of life imprisonment. This exclusion does not pertain to indigent persons charged with a crime carrying a potential penalty less than life imprisonment, but whose penalty may be enhanced to a potential penalty of life imprisonment by the filing of a habitual offender information. In addition, the Attorneys shall represent thirty-three percent (33 %) of all indigent defendants charged with crimes carrying a potential penalty of life imprisonment on an hourly basis as outlined more specifically in paragraph 10 of this agreement.
3. That, the Attorneys shall provide defense to thirty-three percent (33 %) of those individuals deemed to be indigent by the Circuit Court who are alleged to have violated a Personal Protection Order (PPO) issued by the Hillsdale County Circuit Court or to which the Hillsdale County Circuit Court is required to respond.
4. That, the Attorneys shall provide defense thirty-three percent (33 %) of those individuals deemed to be indigent by the Circuit Court who are alleged to have violated a child support order, which the Hillsdale County Friend of the Court is legally required to enforce, including failure to pay support, failure to appear, failure to comply with the provisions of the applicable order, and/or failure to comply with any other requirements ordered by the Hillsdale County Circuit Court, or to which the Hillsdale County Circuit Court is required to respond.
5. That, the Attorneys shall provide defense to thirty-three percent (33 %) of those individuals deemed to be indigent by the Circuit Court who are alleged to have violated an order of probation issued by the Hillsdale County Circuit Court or Hillsdale County District Court.

CO-PUBLIC DEFENDER LEGAL SERVICES CONTRACT

THIS AGREEMENT entered into this 14<sup>th</sup> day of December 2010, and effective January 1, 2011, by and between the COUNTY OF HILLSDALE, a Municipal Corporation of Hillsdale, Michigan, hereinafter designated as "County," and DUNHAM & GRASSI, P.C., Attorneys at Law, hereinafter designated as "Attorneys," PROVIDES:

1. That the Attorneys shall be employed by the County as an independent contractor from January 1, 2011, to December 31, 2011.
2. That the Attorneys shall provide defense to thirty-seven percent (37%) of all persons charged within Hillsdale County with a crime and eligible for legal services in the District and Circuit Courts for the County of Hillsdale, excluding those indigent persons charged with a crime carrying a potential penalty of life imprisonment. This exclusion does not pertain to indigent persons charged with a crime carrying a potential penalty less than life imprisonment, but whose penalty may be enhanced to a potential penalty of life imprisonment by the filing of a habitual offender information. In addition, the Attorneys shall represent thirty-seven percent (37%) of all indigent defendants charged with crimes carrying a potential penalty of life imprisonment on an hourly basis as outlined more specifically in paragraph 10 of this agreement.
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CO-PUBLIC DEFENDER LEGAL SERVICES CONTRACT

THIS AGREEMENT entered into this 14th day of December 2010, and effective January 1, 2011, by and between the COUNTY OF HILLSDALE, a Municipal Corporation of Hillsdale, Michigan, hereinafter designated as "County," and JOHN P. LOVINGER, Attorney at Law, hereinafter designated as "Attorney", PROVIDES:

1. That the Attorneys shall be employed by the County as an independent contractor from January 1, 2011, to December 31, 2011.

2. That the Attorney shall provide defense to thirty percent (30%) of all persons charged within Hillsdale County with a crime and eligible for legal services in the District and Circuit Courts for the County of Hillsdale, excluding those indigent persons charged with a crime carrying a potential penalty of life imprisonment. This exclusion does not pertain to indigent persons charged with a crime carrying a potential penalty less than life imprisonment, but whose penalty may be enhanced to a potential penalty or life imprisonment by the filing of a habitual offender information. In addition, the Attorney shall represent thirty percent (30%) of all indigent defendants charged with crimes carrying a potential penalty of life imprisonment on an hourly basis as outlined more specifically in paragraph 10 of this agreement.

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5. That the Attorney shall provide defense to thirty percent (30%) of those individuals deemed to be indigent by the Circuit Court who are alleged to have violated an order of probation issued by the Hillsdale County Circuit Court or Hillsdale County District Court.



## First Judicial Circuit of Michigan

Hillsdale, Michigan 49242

MICHAEL R. SMITH  
CIRCUIT JUDGE

December 2, 2011

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

Contracts for Public Defenders January 1, 2011 – December 31, 2011 -- Hillsdale County

Dear McCowan:

Enclosed are the three contracts for the public defenders used in Hillsdale County Circuit and District courts. If you need anything further, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Cindy Webb".

Cindy Webb  
Judicial Secretary

*Contract for 2012 is not completed.*

**STATE APPELLATE DEFENDER OFFICE****DAWN VAN HOEK**  
DIRECTOR**JONATHAN SACKS**  
DEPUTY DIRECTOR[www.sado.org](http://www.sado.org)  
Client calls: 313.256.8822**MAIN OFFICE:**  
PENOBSCOT BLDG., STE 3300  
845 GRISWOLD  
DETROIT, MI 48226-4281  
Phone: 313.256.9833 • Fax: 313.966.0372**LANSING OFFICE:**  
101 N. WASHINGTON, 14<sup>TH</sup> FLOOR  
LANSING, MI 48913-0001  
Phone: 617.334.6069 • Fax: 617.334.6987

November 21, 2011

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

Dear Assignment Clerk:

I am writing to request information about the assignment of trial-level criminal cases in your circuit, including how the eligibility decision is made, and who does the work. As you know, our office collects this information each year. Our primary purpose is to provide support services to court-appointed attorneys, including access to SADO's publications, Web site, and consulting services. Since we are a state agency, these services are provided to assigned counsel at very low cost.

Each year we contact each attorney directly, and we depend on you to keep our records up to date. There is considerable turnover in this work, statewide, so the annual request is our best way to gather information from you. No other office or agency collects this information.

I would appreciate receiving a copy of the following, depending on how your circuit handles assignments:

- (1) the list of attorneys taking assigned criminal work in district and circuit courts, along with a copy of the assigned counsel fee schedule; or
- (2) the contract currently in effect for defense services, including the name(s) of those holding the contract; and
- (3) the eligibility standard and forms used for assignment of counsel in criminal cases.

Thank you very much for your cooperation. If you have any questions, please call my secretary, Heather Waara, at (313) 256-9833. We would greatly appreciate a response by December 15, 2011.

Sincerely,

Maria Rose McCowan  
CDRC Manager  
SADO

10-120


December 14, 2010

**TO THE HONORABLE BOARD OF COMMISSIONERS:**

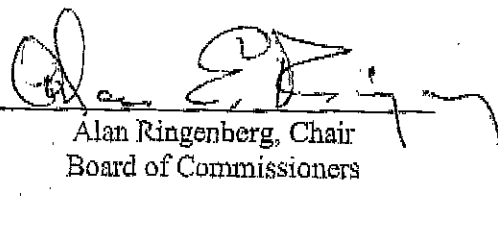
We recommend the Chairperson of the Hillsdale County Board of Commissioners be authorized to sign the **Co-Public Defender Legal Services Contracts between Hillsdale County and John P. Lovinger** for 30% of the public defender work at \$36,450 per annum (\$3,037.50 monthly), **Barry Poulson** for 33%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

These contracts are for one year beginning January 1, 2011 through December 31, 2011.

Respectfully submitted,



Andy Welden, Chair  
Finance



Alan Ringenberg, Chair  
Board of Commissioners

APPROVED BY THE BOARD OF COMMISSIONERS ON DECEMBER 14, 2010.

CO-PUBLIC DEFENDER LEGAL SERVICES CONTRACT

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1. That, the Attorneys shall be employed by the County as an independent contractor from January 1, 2011, to December 31, 2011.

2. That, the Attorneys shall provide defense thirty-three percent (33 %) of all persons charged within Hillsdale County with a crime and eligible for legal services in the District and Circuit Courts for the County of Hillsdale, excluding those indigent persons charged with a crime carrying a potential penalty of life imprisonment. This exclusion does not pertain to indigent persons charged with a crime carrying a potential penalty less than life imprisonment, but whose penalty may be enhanced to a potential penalty of life imprisonment by the filing of a habitual offender Information. In addition, the Attorneys shall represent thirty-three percent (33 %) of all indigent defendants charged with crimes carrying a potential penalty of life imprisonment on an hourly basis as outlined more specifically in paragraph 10 of this agreement.

3. That, the Attorneys shall provide defense to thirty-three percent (33 %) of those individuals deemed to be indigent by the Circuit Court who are alleged to have violated a Personal Protection Order (PPO) issued by the Hillsdale County Circuit Court or to which the Hillsdale County Circuit Court is required to respond.

4. That, the Attorneys shall provide defense thirty-three percent (33 %) of those individuals deemed to be indigent by the Circuit Court who are alleged to have violated a child support order, which the Hillsdale County Friend of the Court is legally required to enforce, including failure to pay support, failure to appear, failure to comply with the provisions of the applicable order, and/or failure to comply with any other requirements ordered by the Hillsdale County Circuit Court, or to which the Hillsdale County Circuit Court is required to respond.

5. That, the Attorneys shall provide defense to thirty-three percent (33 %) of those individuals deemed to be indigent by the Circuit Court who are alleged to have violated an order of probation issued by the Hillsdale County Circuit Court or Hillsdale County District Court.



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

6. That, the Attorneys shall represent such indigent persons only in instances where the District or Circuit Court judge signs an Order of Appointment during the period January 1, 2011 through December 31, 2011. Prior appointments will continue to be billed at the established rate for indigent defense until completed.

7. That, the Attorneys may be excused from providing defense to any individual if there exists a conflict of interest or other reason which results in them being excused from a case by the District or Circuit Court Judge. In the event that the Attorneys are excused from representation because of a conflict of interest or for other reasons pursuant to this contract, the court shall assign the case to Attorney John P. Lovinger or Attorney Roderick R. Dunham, who are the other Attorneys under contract with the County to provide representation to indigent criminal defendants. In the event that John P. Lovinger or Roderick R. Dunham cannot accept the assignment as a result of a conflict of interest as certified by the judge assigning the case, alternate counsel shall be assigned. In the event that the number of assignments to Attorneys who are not under contract with the County to provide indigent criminal defense resulting from conflicts of interest exceeds six (6) during the term of this agreement, the Attorneys shall have thirty-three percent (33 %) of the expense incurred by the County in connection with the appointment of alternate counsel deducted from the compensation amount reflected in paragraph seven (7). In calculating whether the number of alternate assignments has exceeded six (6) during the term of this contract, conflicts which arise as a result of cases involving multiple defendants shall not be considered. In addition, conflicts which arise as a result of the Attorney's representation of clients pursuant to this Contract shall not be considered. The District Court Assignment Clerk, Kristina Shaneour, shall be responsible for keeping track of all alternate appointments resulting from conflicts of interest and shall immediately notify the Attorneys in the event that the six (6) assignment maximum as outlined above is reached. In no event shall the Attorneys be responsible for reimbursing more than \$168.00 to the County as a result of an appointment of alternate counsel after the six (6) case maximum as outlined above has been reached in a case involving a crime carrying a potential sentence of life imprisonment.

8. That, the services of the Attorneys pursuant to this agreement shall not include appeals beyond the Hillsdale County Circuit Court.

CO-PUBLIC DEFENDER LEGAL SERVICES CONTRACT

THIS AGREEMENT entered into this 14<sup>th</sup> day of December 2010, and effective January 1, 2011, by and between the COUNTY OF HILLSDALE, a Municipal Corporation of Hillsdale, Michigan, hereinafter designated as "County," and DUNHAM & GRASSI, P.C., Attorneys at Law, hereinafter designated as "Attorneys," PROVIDES:

1. That the Attorneys shall be employed by the County as an independent contractor from January 1, 2011, to December 31, 2011.

2. That the Attorneys shall provide defense to thirty-seven percent (37%) of all persons charged within Hillsdale County with a crime and eligible for legal services in the District and Circuit Courts for the County of Hillsdale, excluding those indigent persons charged with a crime carrying a potential penalty of life imprisonment. This exclusion does not pertain to indigent persons charged with a crime carrying a potential penalty less than life imprisonment, but whose penalty may be enhanced to a potential penalty of life imprisonment by the filing of a habitual offender information. In addition, the Attorneys shall represent thirty-seven percent (37%) of all indigent defendants charged with crimes carrying a potential penalty of life imprisonment on an hourly basis as outlined more specifically in paragraph 10 of this agreement.

3. That the Attorneys shall provide defense to thirty-seven percent (37%) of those individuals deemed to be indigent by the Circuit Court who are alleged to have violated a Personal Protection Order (PPO) issued by the Hillsdale County Circuit Court or to which the Hillsdale County Circuit Court is required to respond.

4. That the Attorneys shall provide defense to thirty-seven percent (37%) of those individuals deemed to be indigent by the Circuit Court who are alleged to have violated a child support order, which the Hillsdale County Friend of the Court is legally required to enforce, including failure to pay support, failure to appear, failure to comply with the provisions of the applicable order, and/or failure to comply with any other requirements ordered by the Hillsdale County Circuit Court, or to which the Hillsdale County Circuit Court is required to respond.

5. That the Attorneys shall provide defense to thirty-seven percent (37%) of those individuals deemed to be indigent by the Circuit Court who are alleged to have violated an order of probation issued by the Hillsdale County Circuit Court or Hillsdale County District Court.

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

6. That the Attorneys shall represent such indigent persons only in instances where the District or Circuit Court judge signs an Order of Appointment during the period, January 1, 2011 through December 31, 2011.

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

8. That the services of the Attorneys pursuant to this agreement shall not include appeals beyond the Hillsdale County Circuit Court.

CO-PUBLIC DEFENDER LEGAL SERVICES CONTRACT

THIS AGREEMENT entered into this 14th day of December 2010, and effective January 1, 2011, by and between the COUNTY OF HILLSDALE, a Municipal Corporation of Hillsdale, Michigan, hereinafter designated as "County," and JOHN P. LOVINGER, Attorney at Law, hereinafter designated as "Attorney", PROVIDES:

1. That the Attorneys shall be employed by the County as an independent contractor from January 1, 2011, to December 31, 2011.

2. That the Attorney shall provide defense to thirty percent (30%) of all persons charged within Hillsdale County with a crime and eligible for legal services in the District and Circuit Courts for the County of Hillsdale, excluding those indigent persons charged with a crime carrying a potential penalty of life imprisonment. This exclusion does not pertain to indigent persons charged with a crime carrying a potential penalty less than life imprisonment, but whose penalty may be enhanced to a potential penalty or life imprisonment by the filing of a habitual offender information. In addition, the Attorney shall represent thirty percent (30%) of all indigent defendants charged with crimes carrying a potential penalty of life imprisonment on an hourly basis as outlined more specifically in paragraph 10 of this agreement.

3. That the Attorney shall provide defense to thirty percent (30%) of those individuals deemed to be indigent by the Circuit Court who are alleged to have violated a Personal Protection Order (PPO) issued by the Hillsdale County Circuit Court or to which the Hillsdale County Circuit Court is required to respond.

4. That the Attorney shall provide defense to thirty percent (30%) of those individuals deemed to be indigent by the Circuit Court who are alleged to have violated a child support order, which the Hillsdale County Friend of the Court is legally required to enforce, including failure to pay support, failure to appear, failure to comply with the provisions of the applicable order, and/or failure to comply with any other requirements ordered by the Hillsdale County Circuit Court, or to which the Hillsdale County Circuit Court is required to respond.

5. That the Attorney shall provide defense to thirty percent (30%) of those individuals deemed to be indigent by the Circuit Court who are alleged to have violated an order of probation issued by the Hillsdale County Circuit Court or Hillsdale County District Court.

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

6. That the Attorneys shall represent such indigent persons only in instances where the District or Circuit Court judge signs an Order of Appointment during the period, January 1, 2011 through December 31, 2011.

7. That the Attorney may be excused from providing defense to any individual if there exists a conflict of interest or other reason which results in them being excused from a case by the District or Circuit Court Judge. In the event that the Attorney are excused from representation because of a conflict of interest or for other reasons pursuant to this contract, the court shall assign the case to either Attorney Roderick R. Dunham or Attorney Barry Poulson who are the other Attorneys under contract with the county to provide representation to indigent criminal defendants. In the event that Roderick R. Dunham or Barry Poulson cannot accept the assignment as a result of a conflict of interest as certified by the judge assigning the case, alternate counsel shall be assigned. In the event that the number of assignments to Attorneys who are not under contract with the county to provide indigent criminal defense resulting from conflicts of interest exceeds six (6) during the term of this agreement, the Attorney shall have thirty percent (30%) of the expense incurred by the County in connection with the appointment of alternate counsel deducted from the compensation amount reflected in paragraph seven (7). In calculating whether the number of alternate assignments has exceeded six (6) during the term of this contract, conflicts which arise as a result of cases involving multiple defendants shall not be considered. In addition, conflicts which arise as a result of the Attorney's representation of clients pursuant to this Contract shall not be considered. The District Court Assignment Clerk, Kristina Shaneour, shall be responsible for keeping track of all alternate appointments resulting from conflicts of interest and shall immediately notify the Attorney in the event that the six (6) assignment maximum as outlined above is reached. In no event shall the Attorney be responsible for reimbursing more than \$168.00 to the County as a result of an appointment of alternate counsel after the six (6) case maximum as outlined above has been reached in a case involving a crime carrying a potential sentence of life imprisonment.

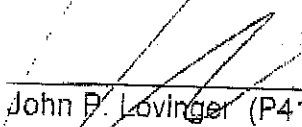
8. That the services of the Attorney pursuant to this agreement shall not include appeals beyond the Hillsdale County Circuit Court.

9. That the Attorney shall assume all expenses and overhead incurred by virtue of his employment except the following which shall be paid by the County:

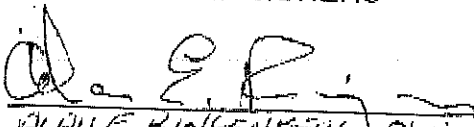
- a. Subpoena and Witness fees.
- b. Expert witness assistance which is retained pursuant to an Order of the Court.
- c. All reasonable additional costs incurred because of change in venue ordered by the Court.
- d. The costs of preliminary examination transcripts and other transcripts provided pursuant to request by indigent defendants and Court Order.

10. With respect to the cases that do not involve the exceptions to this contract as described in paragraph 2 and also with respect to the assignments regarding personal protection orders, Friend of the Court matters and probation violations, the Attorney shall be compensated by the County at the rate of Thirty Six Thousand Four Hundred Fifty and no/100 (\$36,450.00) Dollars per annum to be paid at the rate of Three Thousand Thirty Seven and 50/100 (\$3,037.50) Dollars per month, payable on the 1st day of each month commencing January 1, 2011. With respect to cases that involve a potential penalty of life imprisonment, the Attorneys shall provide the initial eight (8) hours of representation at no additional charge to the county. In the event that representation of an appointed client charged with a crime involving a potential penalty of life imprisonment exceeds eight (8) hours, Attorney shall be compensated for all time spent on this case exceeding eight (8) hours at the rate of \$70.00 per hour. Compensation paid to the Attorneys shall not be subject to Federal withholding, Social Security or State or Federal taxes by the County.

11. In the event that Attorney, John P. Lovinger, is not able to perform this contract as a result of some physical or professional disability which continues for a period exceeding 30 days, this contract shall not be binding upon either James B. Parker or upon any other attorney employed by the law firm of Parker, Hayes & Lovinger, P.C., unless at its sole option, Parker, Hayes & Lovinger, P.C. elects to continue the contract for the remainder of its original term.

  
John P. Lovinger (P41585)

ADOPTED BY THE HILLSDALE COUNTY BOARD OF COMMISSIONERS  
on December 14, 2010.

  
ALLAN E. RINGENBERG, Chairperson  
Hillsdale County Board of Commissioners

## **Berrien County Trial Court - Indigent Defense Contracts**

### **Felony Defense Counsel, PLC (St. Joseph misdemeanor and felony cases): Contract A, expires 12/31/2012**

Ernest White: 269-983-0210  
606 Main Street  
St. Joseph, MI 49085

Gary Campbell  
Mark Donnelly  
L. Michael Renfro  
Paul Jancha  
Paul Jancha, Jr.  
James Miller  
Richard Sammis  
Scott Sanford  
Jack Struwin

### **Niles Defense PLLC (Niles misdemeanor and felony cases): Contract B, expires 12/31/2012**

Albert Mais: 269-983-0151  
816 Ship Street  
St. Joseph, MI 49085

Robert Lutz  
Shannon Sible

### **Drug Court Defense: Contract C, expires 12/31/2012**

Jack Banyon: 269-926-6135  
1211 East Napier, Suite 1  
Benton Harbor, MI 49022

Kevin Banyon  
Brian Berger  
Scott Sanford  
Ernest White, III

**Indigent Defense Counsel for Juvenile Delinquency: Contract D, expires 12/31/2012**

Sidney Tall, III: 269-934-7750  
107 Water Street  
PO Box 247  
Benton Harbor, MI 49022

Rodney Fuller  
Marikaye Long  
Charlette Tall

**Protective Proceedings Counsel PLC (indigent children and indigent parents in neglect abuse cases): Contract E, expires 12/31/2014**

Dave LaForge: 269-983-3000  
515 Ship Street, Suite 206  
St. Joseph, MI 49085

Mark Denekas  
Mark Donnelly  
Rodney Fuller  
Marikaye Long  
Robert Lutz

**Protective Proceedings Counsel PLC (first indigent-respondent-parent in child protective proceedings): Contract F, expires 12/31/2011**

Dave LaForge: 269-983-3000  
515 Ship Street, Suite 206  
St. Joseph, MI 49085

Mark Denekas  
Rodney Fuller  
Marikaye Long  
Robert Lutz



# Legal Aid Defender Association Attorneys

| <b>LAST NAME</b> | <b>FIRST NAME</b> | <b>DEPART</b> | <b>E-MAIL ADDRESS</b>           | <b>BAR #</b> |
|------------------|-------------------|---------------|---------------------------------|--------------|
| Polley           | Gina              | Civil         | gpolley@ladadetroit.org         | P57212       |
| Gant             | Sharon Horner     | Civil         | sgant@ladadetroit.org           | P37129       |
| Hall-Edwards     | Michele           | Civil         | mhall@ladadetroit.org           | P36880       |
| Howard           | Joan Glanton      | Civil         | jhoward@ladadetroit.org         | P38670       |
| Abler            | Gregory           | Civil         | gabler@ladadetroit.org          | P56091       |
| Jomaa            | Caroline          | Civil         | cbjomaa@ladadetroit.org         | P57203       |
| Day              | Robert            | Civil         | rday@ladadetroit.org            | P44222       |
| Johnson          | Michelle          | Civil         | mjohnson@ladadetroit.org        | P49181       |
| Wardford         | Eric              | Civil         | ewardford@ladadetroit.org       | P73687       |
| Lukowiak         | Henry             | Civil         | hlukowia@ladadetroit.org        | P16852       |
| Pastrana         | Anne              | Civil         | apastrana@ladadetroit.org       | P44587       |
| Yeager           | Lyn               | Civil         | lyeager@ladadetroit.org         | P23432       |
| Beardslee        | Penny             | Civil         | penny_beardslee@fd.org          | P44363       |
| Brazile          | Rhonda            | Federal       | rhonda_brazile@ladadetroit.org  | P57170       |
| Chastang         | Rita              | Federal       | rita_chastang@fd.org            | P26066       |
| Densemo          | Andrew            | Federal       | andrew_densemo@fd.org           | P37583       |
| Epstein          | Jonathan          | Federal       | johnathan_epstein@fd.org        | P38101       |
| Gerometta        | Jim               | Federal       | james_gerpmetta@ladadetroit.org | P60260       |
| Helfrick         | Richard           | Federal       | richard_helfrick@fd.org         | P33323       |
| Koelzer          | David             | Federal       | david_koelzer@fd.org            | P41273       |
| McGunn           | Nancy             | Federal       | nancy_mcgunn@fd.org             | P55156       |
| O'Neill          | Richard           | Federal       | richard_oneill@fd.org           | P40058       |
| Price            | Jill              | Federal       | jill_price@fd.org               | P33643       |
| Sasse            | Kenneth           | Federal       | kbidelma@ladadetroit.org        | P24365       |
| Shanker          | Todd              | Federal       | todd_shanker@fd.org             | P65112       |
| Siefer           | Miriam            | Federal       | miriam_siefer@fd.org            | P25433       |
| Soles            | Leroy             | Federal       | leroy_soles@ladadetroit.org     | P32226       |
| Studnicki        | Stacey            | Federal       | stacey_studinicki@fd.org        | P45133       |
| Tholen           | David             | Federal       | david_tholen@fd.org             | P43836       |
| Villarruel       | Rafael            | Federal       | rafael_villarruel@fd.org        | P35830       |
| Webster          | Natasha           | Federal       | natasha_webster@fd.org          |              |
| Wise             | Andrew            | Federal       | andrew_wise@fd.org              | P47003       |
| Gordon           | Kimberly          | Civil         | kandrew@ladadetroit.org         | P70471       |
| Hermans          | Lindsay           | Civil         | lhermans@ladadetroit.org        | P73329       |
| McMahon          | Suzanne           | Civil         | smcmahon@ladadetroit.org        | P56953       |
| Romero-Garcia    | Carmen            | Civil         | cromero@ladadetroit.org         | P57650       |

## *Legal Aid Defender Association Attorneys*

| <b><i>LAST NAME</i></b> | <b><i>FIRST NAME</i></b> | <b><i>DEPART</i></b> | <b><i>E-MAIL ADDRESS</i></b>   | <b><i>BAR #</i></b> |
|-------------------------|--------------------------|----------------------|--|---------------------|
| Saroki                  | Mayada                   | Civil                | <a href="mailto:msaroki@ladadetroit.org">msaroki@ladadetroit.org</a>     | P58667              |
| Sealey                  | Shermane                 | Civil                | <a href="mailto:ssealey@ladadetroit.org">ssealey@ladadetroit.org</a>     | P32851              |
| Bidelman                | Kelly                    | Civil                | <a href="mailto:kbidelman@ladadetroit.org">kbidelman@ladadetroit.org</a> | P43246              |
| Smiley                  | Agenique                 | Civil                | <a href="mailto:asmiley@ladadetroit.org">asmiley@ladadetroit.org</a>     | P69129              |
| Goodson                 | Nicole Neal              | Civil                | <a href="mailto:ngoodson@ladadetroit.org">ngoodson@ladadetroit.org</a>   | P53653              |
| Herr                    | Mary                     | Civil                | <a href="mailto:mherr@ladadetroit.org">mherr@ladadetroit.org</a>         | P32220              |
| Krupp                   | Lynda                    | Civil                | <a href="mailto:lkrupp@ladadetroit.org">lkrupp@ladadetroit.org</a>       | P27292              |
| Basen Michon            | Kimberly                 | State                | <a href="mailto:kbasen@ladadetroit.org">kbasen@ladadetroit.org</a>       | P59167              |
| Blount                  | Christopher              | State                | <a href="mailto:cblount@ladadetroit.org">cblount@ladadetroit.org</a>     | P70790              |
| Cooper                  | Rene'                    | State                | <a href="mailto:rcoper@ladadetroit.org">rcoper@ladadetroit.org</a>       | P30566              |
| Cooper                  | Leslie D.                | State                | <a href="mailto:rcummins@ladadetroit.org">rcummins@ladadetroit.org</a>   | P69582              |
| Heard                   | Kristine                 | State                | <a href="mailto:kheard@ladadetroit.org">kheard@ladadetroit.org</a>       | P52993              |
| Johnson                 | Donald                   | State                | <a href="mailto:djohnson@ladadetroit.org">djohnson@ladadetroit.org</a>   | P34170              |
| Kessel                  | Christopher              | State                | <a href="mailto:ckessel@ladadetroit.org">ckessel@ladadetroit.org</a>     | P71960              |
| Lankford                | David                    | State                | <a href="mailto:dlankfor@legalaid.org">dlankfor@legalaid.org</a>         | P43536              |
| O'Donnell               | James                    | State                | <a href="mailto:jodonnell@ladadetroit.org">jodonnell@ladadetroit.org</a> | P42585              |
| Palepu                  | Ramesh Kumar             | State                | <a href="mailto:rkpalepu@ladadetroit.org">rkpalepu@ladadetroit.org</a>   | P71183              |
| Parker                  | James                    | State                | <a href="mailto:jparker@ladadetroit.org">jparker@ladadetroit.org</a>     | P 53832             |
| Pell                    | Kristin                  | State                | <a href="mailto:kpell@ladadetroit.org">kpell@ladadetroit.org</a>         | P71145              |
| Procida                 | Mark                     | State                | <a href="mailto:mprocida@ladadetroit.org">mprocida@ladadetroit.org</a>   | P39242              |
| Shell                   | Nancy                    | State                | <a href="mailto:nshell@ladadetroit.org">nshell@ladadetroit.org</a>       | P68850              |
| Sherer                  | Bryan                    | State                | <a href="mailto:bsherer@ladadetroit.org">bsherer@ladadetroit.org</a>     | P69254              |
| Shrewsbury              | Dennis                   | State                | <a href="mailto:dshrew@ladadetroit.org">dshrew@ladadetroit.org</a>       | P34128              |
| Washington              | Earl                     | State                | <a href="mailto:ewashing@ladadetroit.org">ewashing@ladadetroit.org</a>   | P31383              |

4

**JACKSON COUNTY COURTS**  
**CIRCUIT- FAMILY - PROBATE**  
312 South Jackson Street  
Jackson, Michigan 49201

Hon. John G. McBain  
Chief Circuit Judge

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

November 29, 2011

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

Dear Ms. McCowan:

In response to your letter of November 21, 2011, I am enclosing copies of our Agreement to Provide Court-Appointed Attorney Services which went into effect on March 15, 2011. We have two separate agreements, one for murder cases and one for the remaining felony offenses. There are the following attorneys under contract and the enclosed agreements are the same for all of them:

**Category 1-Murder**

Jerry Engle  
Ronald Fabian  
Wendell Jacobs  
Robert Gaecke  
George Lyons  
Anthony Raduazo

Susan Dehncke  
Ronald Fabian/Christopher  
Dickerson  
Michael Dungan  
Jerry Engle  
Robert Gaecke  
Wendell Jacobs  
David Lady  
Jennifer Lamp  
George Lyons  
Corey McCord  
Craig Pappin  
Anthony Raduazo

**Category 2 and 3**

Allison Bates  
Phillip Berkemeier  
Alfred Brandt

Also enclosed is a copy of the request for proposals. If you need additional information, please let me know.

Sincerely yours,



Marion R. Stone  
Administrative Assistant

Enclosures



# Jackson County ADMINISTRATOR/CONTROLLER

Adam J. Brown, Interim Administrator/Controller

## 2011 Request for Proposals for Court Appointed Services for Felony Defendants

**Proposals Due:** Tuesday, February 23, 2011 at 12:00 Noon.

**Reservation:** Both the Court and County reserve the right to reject any and all proposals for any reason. Any proposal must be accepted by both the Court and the County.

**Qualifications:** All attorneys who submit proposals must:

1. Be members of the State Bar of Michigan.
2. Be competent to handle the type of case assigned.
3. Have professional liability insurance of \$100,000 per claim.
4. Maintain and monitor a fax machine.
5. Maintain and monitor an e-mail address.
6. Have Internet access to check the Court schedule.
7. Provide the Court with cell phone numbers unless they have full-time secretarial staff.
8. Comply with the minimum standards for court-appointed counsel as set forth in the August 1993 Michigan Bar Journal.
9. Perform duties in conformity with MCR 6.005(H) – Scope of appointed trial lawyers representation.
10. Report any conflict of interest immediately to Court Administration in writing.
11. Be able to practice regularly in front of the three Circuit Judges with criminal dockets without requiring the disqualification of the assigned judge.

**Contracts to Commence:** Work on these proposals, if accepted, will begin on or about February 15, 2011. Accepted proposals will be notified at least 30 days prior to the commencement of work.

**Term of Contract:** Until 12-31-2012.

### Scope of Work and Fee:

- Category 2: All offenses that would fall in the sentencing guideline grids for 2<sup>nd</sup> Degree Murder, Class A, Class B, Class C, or Class D. \$600 per case.
- Category 3: All offenses that would fall in the sentencing guideline grids E, F, G and H. \$350 per case.

If an offender is charged with multiple offenses, the most serious offense determines the category.

**Percentage of Work:**

Category 2 and 3: Each attorney may submit a proposal for up to 20% of the appointments.

Proposals for more than 20% of the work from any attorney or group of attorneys will **NOT** be accepted. The actual percentage awarded to each attorney will be determined by the number of bidders but will probably be in the range of 5% to 10%. If identical, or substantially similar, proposals are submitted, the Court has the total discretion to decide which, if any, of the proposals will be accepted. Attorneys awarded bids in Category 3 will only be eligible to have one Category 1 case per year assigned.

**Backup:**

Each attorney participating on the contract is required to have an attorney who will provide backup when the attorney is unavailable. The proposal should specify the attorney or attorneys who will be providing backup in the event the primary attorney is unavailable. Failure to comply could result in the attorney's termination from participation.

**Additional Fees:**

In addition to the per case fee that is proposed, the attorneys will be entitled to the following additional fees, if applicable:

|  |          |
|--|----------|
| Trial Fees for Murder Cases ( ½ Day)   | \$325.00 |
| Trial Fees for Other Cases( ½ Day)   | \$260.00 |
| Supplement for cases arising out of Dept. of Corrections   | \$425.00 |
| Each ½ day of preliminary exam over 3, attorney will be paid ½ day trial fee. A "½ day" is any half day in which testimony is taken. | \$260.00 |

An attorney may petition for extraordinary fees up to 3 times the contract fee in exceptional Category 2 and 3 cases. Whether the case meets the criteria for exceptional cases will be first decided by the assigned trial judge, and if the fee request is denied, the attorney may ask the Chief Judge to refer the matter to a panel of retired judges for a final, binding decision. This applies to Category 2 and 3 cases only, and does not apply to Category 1 cases.

**Probation Violations and Miscellaneous Hearings:**

The following miscellaneous hearings are included in Category 2 and 3:

Original Habeas Corpus Hearing not ancillary to a pending criminal case or extradition hearing.

Extradition hearing

Juvenile Review Hearing

Line-up / out-of-court identification fee

Motor Vehicle Forfeiture Hearing

Appointment for sentencing only

The fee paid for these hearings will be \$175.

**Multiple Cases for Same Defendant:**

If an attorney is currently appointed to represent a Defendant and that Defendant is charged in another case, the attorney will be assigned to that case unless the Chief Judge in his or her sole discretion determines that the attorney does not have adequate experience to handle the case. This provision does not apply to Category 1 cases. If the attorney is appointed in a category in which they have not bid, they will receive the amount for that category of work.

**Conflict of Interest:**

Any attorney who learns of a conflict of interest must immediately report that, in writing or e-mail, to the assigned judge and the Circuit Court Administration Office. The Circuit Court Administration Office will arrange for a replacement attorney. Attorneys cannot reassign the cases among themselves or trade cases.

**Replacement of Attorney:**

Any attorney who is replaced before the preliminary examination, either by retained counsel or due to a conflict of interest will be paid \$85. Any attorney who is replaced after preliminary examination, either by retained counsel or due to conflict of interest will be paid \$175. In a Category 1 case only, an attorney who is replaced before the preliminary exam will be paid \$100 per hour up to \$2,000. An attorney who is replaced after the preliminary exam will be paid \$100 per hour up to \$4,000 of the proposal amount. If a Category 1 case is dismissed prior to bind over to Circuit Court, the attorney will be paid \$100 per hour up to \$4,000.

**Scope of Representation:**

Attorneys will not be obligated to appeal any conviction or final Order or to any new trials after appeal or further proceedings resulting from a trial. A new trial granted after sentencing will be considered a new case for the attorney.

**Additional Expenses:**

Attorneys shall bill the Court for actual out-of-pocket costs for transcripts, witness fees, and service of process. Costs for experts must be pre-approved by the assigned judge and any other unusual expense for more than \$100 must be approved by the assigned Circuit Judge (i.e. extensive medical records, investigation costs, etc.)

A request for an investigator, expert witness, or any other unusual expense may be made in writing on an ex parte basis to the assigned Judge. The attorney request does not need to be shared with the Prosecutor's Office. If the request is denied, the attorney may petition the Chief Judge for approval of the expenses. In the event the request is denied by the assigned Judge and the Chief Judge, the attorney should make a statement regarding the request on the record at the next Court hearing.

If a conflict occurs due to the attorney's creation of a conflict, e.g., representing one of two defendants on an appointment and subsequently representing the other defendant as a retained client, the attorney will not be paid for his or her services.

Multiple cases for the same defendant. If an attorney is appointed on multiple cases for the same defendant at the same time, the attorney will only be paid for one case if the cases are resolved without a preliminary exam. Regardless of whether there is a preliminary exam, an attorney will only be paid one case fee if all the charges involve **forgery, check writing or wrongful use of financial transaction devices**.

If a case is reduced to a misdemeanor in District Court there will not be any additional fees paid even if a trial occurs in District Court.

If a case has been concluded with a bench warrant and billed by the attorney, any reappointment within 12 months of the date of the signing of the bench warrant shall be considered a continuation of the original appointment.

A trial has started when:

- (A) The swearing of the panel for voir dire has been completed; or in a non-jury trial the Prosecutor has started or waived an opening statement.
- (B) The trial is adjourned by motion of the Prosecutor on the date set for trial.

The trial will be concluded when:

- (A) There is a verdict by the jury or the Court;
- (B) Declaration of a mistrial; or
- (C) Acceptance of a plea by the Court after trial has commenced.

## **Billing and Reporting**

Attorneys will submit a monthly bill in a format approved by Court Administration.

Bills should be submitted within 28 days of sentencing. Cases in which a delayed sentence is ordered or a bench warrant is issued should be billed at the time the delayed sentence is ordered or the bench warrant is issued. Any disputes about billing or assignment of cases will be initially decided by Court Administration and then by the Chief Circuit Judge; and a final, binding decision, if requested, will be made by the same committee who decide issues on ability and qualifications.

## **Draws**

Each attorney will be paid a monthly draw on the 4<sup>th</sup> Friday of each month, beginning March 25, 2011. Draws shall be determined by the court based on approximately 80% of the expected fees. Approved billings in excess of the draw will be paid monthly. If the draws exceed the approved billing, the attorney will reimburse the difference to the County of Jackson within 28 days of request.

## **Parking Permits**

Each participating attorney will receive a parking permit from the County of Jackson for the South Courthouse parking lot, to be used only while on business for this agreement.

### **Subcontracting**

Attorneys may not subcontract their obligation without approval of the Chief Judge. Any new attorney associated with the attorney who has an accepted proposal must be approved by the Chief Judge.

### **Termination**

The Court, the County, and any Attorney may terminate this contract on 56 days written notice. The Court may terminate an Attorney from an individual case if the firm is not adequately representing the Defendant in the opinion of the assigned judge. Attorneys will complete any case outstanding at the termination of this Agreement.

The Court may waive the notice period for any attorney who has presented with exceptional circumstances, which shall be determined in the sole discretion of the Court. The Court also reserves the right to immediately terminate any attorney if the attorney lacks the capacity to adequately represent the Defendants.

### **Prior Appointments**

This agreement will not affect the status of payment of fees for defense of indigent criminal defendants under a contract before the effective date of this Agreement.

### **Ability and Qualifications**

Any questions as to the ability or qualifications of a attorney either to handle the type of case or to handle the volume of work proposed, shall be decided by a 3 person committee composed of 2 most-recent retired Jackson County Circuit or District Judges who are willing to serve, and an attorney appointed by the President of the Jackson County Bar Association. This includes not only whether the attorney has the qualifications to handle the type of case, but also the attorney's record for punctuality and experience in handling the type of case requested.

Any questions regarding the removal of an attorney from the contract for failure to adequately perform shall be decided by the Chief Circuit Judge.

All attorneys who are bidding will be requested to complete a qualifications and background questionnaire.

Any attorney submitting a proposal may also submit additional information regarding their qualifications.

### **Continuing Legal Education**

Each successful bidder is expected to attend 2 days of continuing legal education each year. The Judges will accommodate attorney requests for adjournments when the attorney is



attending the required continuing legal education programs, and a backup attorney will not be required for those days. The attorney is responsible for the cost of the program and any other mileage or expenses incurred. The cost of the program and the attorney's time should be built into the attorney's bid.

**Proposal Acceptance Procedure.**

All proposals will be opened by the County Administrator/Controller's Office. The Circuit Court Judges will meet to decide on the qualifications of the attorneys who have submitted proposals and will make a recommendation to the Board of Commissioners through the County Administrator/Controller.

Any questions about this procedure, payments, or expectations of the Court and County shall be submitted to the County Administrator/Controller in writing.

## PROPOSAL FOR COURT-APPOINTED ATTORNEY CONTRACT

I have reviewed the Request for Proposals for Court-Appointed Services for Felony Defendants, and I am making the following Proposal:

Category 2 & 3      ☐ Percentage \_\_\_\_%

\_\_\_\_\_  
Attorney Name

\_\_\_\_\_  
Attorney Name (If joint proposal)

\_\_\_\_\_  
E-Mail Address:  
(required)

\_\_\_\_\_  
E-Mail Address:  
(Required)

\_\_\_\_\_  
Attorney Signature

\_\_\_\_\_  
Attorney Signature

If this proposal is being submitted by an individual attorney, the name of the attorney who will be providing back-up coverage when necessary.

\_\_\_\_\_  
Name of Back-up Attorney

## QUALIFICATIONS QUESTIONNAIRE

Attorney Name: \_\_\_\_\_

Year admitted to practice: \_\_\_\_\_

Describe the nature of your practice in the last 3 years: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please respond to the following questions:

1. Please list the last three capital cases you handled:

Defendant name: \_\_\_\_\_

Judge's Name: \_\_\_\_\_

Opposing Attorney: \_\_\_\_\_

Approximate Year: \_\_\_\_\_

☐ Plea      ☐ Jury      ☐ Non-Jury

Defendant name: \_\_\_\_\_

Judge's Name: \_\_\_\_\_

Opposing Attorney: \_\_\_\_\_

Approximate Year: \_\_\_\_\_

☐ Plea      ☐ Jury      ☐ Non-Jury

Defendant name: \_\_\_\_\_

Judge's Name: \_\_\_\_\_

Opposing Attorney: \_\_\_\_\_

Approximate Year: \_\_\_\_\_

☐ Plea      ☐ Jury      ☐ Non-Jury

For Categories 2 and 3:

Please list your last 3 trials (Jury or Bench):

Names of Parties: \_\_\_\_\_

Judge's Name: \_\_\_\_\_

Opposing Attorney: \_\_\_\_\_

Approximate Year: \_\_\_\_\_

☐ Jury      ☐ Bench

Names of Parties: \_\_\_\_\_

Judge's Name: \_\_\_\_\_

Opposing Attorney: \_\_\_\_\_

Approximate Year: \_\_\_\_\_

☐ Jury      ☐ Bench

Names of Parties: \_\_\_\_\_

Judge's Name: \_\_\_\_\_

Opposing Attorney: \_\_\_\_\_

Approximate Year: \_\_\_\_\_

☐ Jury      ☐ Bench



**Agreement to Provide Court-Appointed Attorney Services in Felony Defendants  
Between Jackson County and Jerry M. Engle**

This Agreement is a result of the County's Request for a Proposal and the accepted Proposal of the attorney.

**Attorney:** I AGREE to:

1. Be a member of the State Bar of Michigan.
2. Be competent to handle the type of case assigned.
3. Have professional liability insurance of \$100,000 per claim.
4. Maintain and monitor a fax machine.
5. Maintain and monitor an e-mail address.
6. Have Internet access to check the Court schedule.
7. Provide the Court with cell phone numbers unless they have full-time secretarial staff.
8. Comply with the minimum standards for court-appointed counsel as set forth in the August 1993 Michigan Bar Journal.
9. Perform duties in conformity with MCR 6.005(H) – Scope of appointed trial lawyer's representation.
10. Report any conflict of interest immediately to Court Administration in writing.
11. Be able to practice regularly in front of three Circuit Judges with criminal dockets without requiring the disqualification of the assigned judge.

**Term of Agreement:** The term of this agreement is from March 15, 2011 to December 31, 2012. Unless this contract is extended, new appointments will not be made after the expiration of this term. The attorney will be expected to complete the cases that were made during the term of this contract even if those cases extend beyond the closing date for assignment of new cases. Additional cases may be added at the discretion of the Circuit Court Judges with the attorney's consent.

**Scope of Work and Fee:**

- Category 2: All offenses that would fall in the sentencing guideline grids for 2<sup>nd</sup> Degree Murder, Class A, Class B, Class C, or Class D. \$600 per case.
- Category 3: All offenses that would fall in the sentencing guideline grids E, F, G and H. \$350 per case.

If an offender is charged with multiple offenses, the most serious offense determines the category.

**Percentage of Work:**

The following attorney will receive approximately 7 percent (7%) of the work:

**Jerry M. Engle**

Unless this contract is extended, new appointments will not be made after the expiration of this term. The attorney will be expected to complete the cases that were made during the term of this contract even if those cases extend beyond the closing date for assignment of new cases. Additional cases may be added at the discretion of the Circuit Court Judges with the attorney's consent.

All cases will be assigned randomly.

**Backup:**

The attorney participating on the contract is required to have an attorney who will provide backup when the attorney is unavailable. The proposal should specify the attorney or attorneys who will be providing back-up in the event the primary attorney is unavailable. The approved backup is Wendell E. Jacobs, Jr. A substituted backup shall be approved by the Chief Circuit Court Judge in advance. Failure to comply could result in the attorney's termination from participation.

**Conflict of Interest:**

Any attorney who learns of a conflict of interest must immediately report that, in writing or e-mail, to the assigned judge and the Circuit Court Administration Office. The Circuit Court Administration Office will arrange for a replacement attorney. Attorneys cannot reassign the cases among themselves or trade cases.

**Scope of Representation:**

Attorneys will not be obligated to appeal any conviction or final Order or to any new trials after appeal or further proceedings resulting from a trial. A new trial granted after sentencing will be considered a new case for the attorney.

**Replacement of Attorney:**

Any attorney who is replaced before the preliminary examination, either by retained counsel or due to a conflict of interest will be paid \$85. Any attorney who is replaced after preliminary examination, either by retained counsel or due to conflict of interest will be paid \$175.

**Probation Violations and Miscellaneous Hearings:**

The following miscellaneous hearings are included in Category 2 and 3:

Original Habeas Corpus hearing not ancillary to a pending criminal case or extradition hearing.

Extradition hearing

Juvenile review hearing

Line-up / out-of-court identification fee  
Motor vehicle forfeiture hearing  
Appointment for sentencing only

The fee paid for these hearings will be \$175.

#### **Additional Fees:**

In addition to the per case fee that is proposed, the attorneys will be entitled to the following additional fees, if applicable:

|  |          |
|--|----------|
| Trial Fees for Other Cases( ½ Day)   | \$260.00 |
| Supplement for cases arising out of Dept. of Corrections   | \$425.00 |
| Each ½ day of preliminary exam over 3, attorney will be paid ½ day trial fee. A "½ day" is any half day in which testimony is taken. | \$260.00 |

An attorney may petition for extraordinary fees up to 3 times the contract fee in exceptional Category 2 and 3 cases. Whether the case meets the criteria for exceptional cases will be first decided by the assigned trial judge, and if the fee request is denied, the attorney may ask the Chief Judge to refer the matter to a panel of retired judges for a final, binding decision.

#### **Additional Expenses:**

Attorneys shall bill the Court for actual out-of-pocket costs for transcripts, witness fees, and services of process. Costs for experts must be pre-approved by the assigned judge and any other unusual expense for more than \$100 must be approved by the assigned Circuit Judge (i.e. extensive medical records, investigation costs, etc.)

A request for an investigator, expert witness, or any other unusual expense may be made in writing on an ex parte basis to the assigned Judge. The attorney request does not need to be shared with the Prosecutor's Office. If the request is denied, the attorney may petition the Chief Judge for approval of the expenses. In the event the request is denied by the assigned Judge and the Chief Judge, the attorney should make a statement regarding the request on the record at the next Court hearing.

If a conflict occurs due to the attorney's creation of a conflict, e.g., representing one of the two defendants, on an appointment and subsequently representing the other defendant as a retained client, the attorney will not be paid for his or her services.

Multiple cases for the same defendant. If any attorney is appointed on multiple cases for the same defendant at the same time, the attorney will only be paid for one case if the cases are resolved without a preliminary exam. Regardless of whether there is a preliminary exam, an attorney will only be paid one case fee if all the charges involve **forgery, check writing or wrongful use of financial transaction devices.**

If a case is reduced to a misdemeanor in District Court there will not be any additional fees paid even if a trial occurs in District Court.

If a case has been concluded with a bench warrant and billed by the attorney any reappointment within 12 months of the date of the signing of the bench warrant shall be considered a continuation of the original appointment.

A trial has started when:

- (A) The swearing of the panel for voir dire has been completed; or in a non jury trial the Prosecutor has started or waived an opening statement.
- (B) The trial is adjourned by the motion of the Prosecutor on the date set for trial.

The trial will be concluded when:

- (A) There is a verdict by the jury or the Court;
- (B) Declaration of mistrial; or
- (C) Acceptance of plea by the Court after trial has commenced.

### **Billing and Reporting**

Attorneys will submit a monthly bill in a format approved by Court Administration. Bills should be submitted within 28 days of sentencing. Cases in which a delayed sentence is ordered or a bench warrant is issued should be billed at the time the delayed sentence is ordered or the bench warrant is issued. Any disputes about billing or assignment of cases will be initially decided by Court Administration and then by the Chief Circuit Judge; and a final, binding decision, if requested, will be made by the same committee who decide issues on ability and qualifications.

Any cases assigned under the previous contract must be billed separately from cases assigned under this Agreement.

### **Draws**

Each attorney will be paid a monthly draw on the 4<sup>th</sup> Friday of each month, beginning March 25, 2011. Draws shall be determined by the court based on approximately 80% of the expected fees. Approved billings in excess of the draw will be paid monthly. If the draws exceed the approved billing, the attorney will reimburse the difference to the County of Jackson within 28 days of request.

### **Parking Permits**

The attorney will receive a parking permit from the County of Jackson for the South Courthouse parking lot to be used only while on business for this agreement.

### **Subcontracting**

Attorneys may not subcontract their obligation without approval of the Chief Judge. Any new attorney associated with the attorney who has an accepted proposal must be approved by the Chief Judge.

### **Termination**



The Court, the County, and any Attorney may terminate this contract on 56 days written notice. The Court may terminate an Attorney from an individual case if the firm is not adequately representing the Defendant in the opinion of the assigned judge. Attorneys will complete any case outstanding at the termination of this Agreement.

The Court may waive the notice period for any attorney who has presented with exceptional circumstances, which shall be determined in the sole discretion of the Court. The Court also reserves the right to immediately terminate any attorney if the attorney lacks the capacity to adequately represent the Defendants.

### **Prior Appointments**

This agreement will not affect the status of payment of fees for defense of indigent criminal defendants under a contract before the effective date of this Agreement.

### **Continuing Legal Education**

Each successful bidder is expected to attend 2 days of continuing legal education each year. The Judges will accommodate attorney requests for adjournments when the attorney is attending the required continuing legal education programs, and a backup attorney will not be required for those days. The attorney is responsible for the cost of the program and any other mileage or expenses incurred.

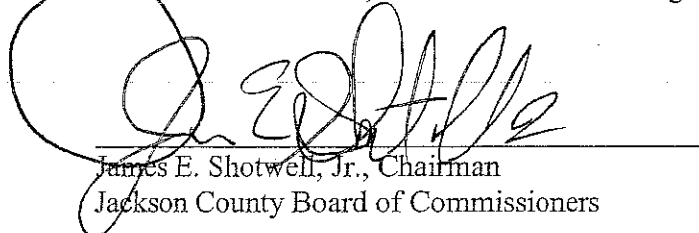
### **Ability and Qualifications**

Any questions as to the ability or qualifications of a attorney either to handle the type of case or to handle the volume of work proposed, shall be decided by a 3 person committee composed of 2 most-recent retired Jackson County Circuit or District Judges who are willing to serve, and an attorney appointed by the President of the Jackson County Bar Association. This includes not only whether the attorney has the qualifications to handle the type of case, but also the attorney's record for punctuality and experience in handling the type of case requested.

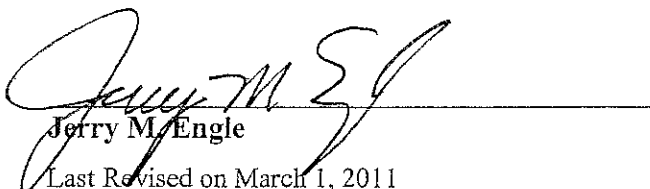
Any questions regarding the removal of an attorney from the contract for failure to adequately perform shall be decided by the Chief Circuit judge.



Hon. John G. McBain, Chief Circuit Court Judge



James E. Shotwell, Jr., Chairman  
Jackson County Board of Commissioners



Jerry M. Engle

Last Revised on March 1, 2011

H:\mschofie\Felony Defender Catg 2 and 3 Contracts\2011 Felony Defender Agreement (1).docx



**Agreement to Provide Court-Appointed Attorney Services in Felony Defendants  
Between Jackson County and Mr. Jerry Engle**

This Agreement is a result of the County's Request for a Proposal and the accepted Proposal of the attorney.

**Attorney:** I AGREE to:

1. Be a member of the State Bar of Michigan.
2. Be competent to handle the type of case assigned.
3. Have professional liability insurance of \$100,000 per claim.
4. Maintain and monitor a fax machine.
5. Maintain and monitor an e-mail address.
6. Have Internet access to check the Court schedule.
7. Provide the Court with cell phone numbers unless they have full-time secretarial staff.
8. Comply with the minimum standards for court-appointed counsel as set forth in the August 1993 Michigan Bar Journal.
9. Perform duties in conformity with MCR 6.005(H) – Scope of appointed trial lawyer's representation.
10. Report any conflict of interest immediately to Court Administration in writing.
11. Be able to practice regularly in front of three Circuit Judges with criminal dockets without requiring the disqualification of the assigned judge.

**Term of Agreement:** The term of this agreement is from February 16, 2011 to December 31, 2013.

Mr. Jerry M. Engle is approved for 1 case.

Unless this contract is extended, new appointments will not be made after the expiration of this term. The attorney will be expected to complete the cases that were made during the term of this contract even if those cases extend beyond the closing date for assignment of new cases. Additional cases may be added at the discretion of the Circuit Court Judges with the attorney's consent.

**Backup:**

The attorney participating on the contract is required to have an attorney who will provide backup when the attorney is unavailable. The proposal should specify the attorney or attorneys who will be providing back-up in the event the primary attorney is unavailable. The approved backup is Mr. Wendell E. Jacobs, Jr. A substituted backup shall be approved by the Chief Circuit Court Judge in advance.

**Conflict of Interest:**

Any attorney who learns of a conflict of interest must immediately report that, in writing or e-mail, to the assigned judge and the Circuit Court Administration Office. The Circuit Court Administration Office will arrange for a replacement attorney. Attorneys cannot reassign the cases among themselves or trade cases.

**Replacement of Attorney:**

In a Category 1 case only, an attorney who is replaced before the preliminary exam will be paid \$100 per hour up to \$2,000. An attorney who is replaced after the preliminary exam will be paid \$100 per hour up to \$4,000 of the proposal amount. If the Category 1 case is dismissed prior to bind over to Circuit Court, the attorney will be paid \$100 per hour up to \$4,000.

**Scope of Work:**

Attorneys will not be obligated to appeal any conviction or final Order or and new trials after appeal or further proceedings resulting from trial. A new trial granted after sentencing will be considered a new case for the attorney

**Fee for Service:**

Category 1: First Degree Murder- Felony Murder-Any other offense that would require a mandatory life sentence if convicted. \$8,000 per case.

**Additional Fees:**

In addition to the per case fee that is proposed, the attorneys will be entitled to the following additional fees, if applicable.

|   |                 |
|---|-----------------|
| <b>Trial Fees for Murder Cases ( ½ Day)</b>   | <b>\$325.00</b> |
| <b>Supplement for cases arising out of Dept. of Corrections</b>   | <b>\$425.00</b> |
| <b>Each ½ day of preliminary exam over 3, attorney will be paid ½ day trial fee. A “½ day” is any half day in which testimony is taken.</b> | <b>\$260.00</b> |

**Additional Expenses:**

Attorneys shall bill the Court for actual out-of-pocket costs for transcripts, witness fees, and services of process. Costs for experts must be preapproved by the assigned judge and any other unusual expense for more than \$100 must be approved by the assigned Circuit Judge (i.e. extensive medical records, investigation costs, ect.)

A request for an investigator, expert witness, or any other unusual expense may be made in writing on an ex parte basis to the assigned Judge. The attorney request does not need to be shared with the Prosecutor's Office. If the request is denied, the attorney may petition the Chief Judge for approval of the expenses. In the event the request is denied by the assigned Judge and the Chief Judge, the attorney should make a statement regarding the request on the record at the next Court hearing.

If a conflict occurs due to the attorney's creation of a conflict, e.g., representing one of the two defendants, on an appointment and subsequently representing the other defendant as a retained client, the attorney will not be paid for his or her services.

Multiple cases for the same defendant. If any attorney is appointed on multiple cases for the same defendant at the same time, the attorney will only be paid for one case if the cases are resolved without a preliminary exam. Regardless of whether there is a preliminary exam, an attorney will only be paid one case fee if all the charges involve **forgery, check writing or wrongful use of financial transaction devices**.

If a case is reduced to a misdemeanor in District Court there will not be any additional fees paid even if a trial occurs in District Court.

If a case has been concluded with a bench warrant and billed by the attorney any reappointment within 12 months of the date of the signing of the bench warrant shall be considered a continuation of the original appointment.

A trial has started when:

- (A) The swearing of the panel for voir dire has been completed; or in a non jury trial the Prosecutor has started or waived an opening statement.
- (B) The trial is adjourned by the motion of the Prosecutor on the date set for trial.

The trial will be concluded when:

- (A) There is a verdict by the jury or the Court;
- (B) Declaration of mistrial; or
- (C) Acceptance of plea by the Court after trial has commenced.

## **Billing and Reporting**

Attorneys will submit a monthly bill in a format approved by Court Administration. Bills should be submitted within 28 days of sentencing. Cases in which a delayed sentence is ordered or a bench warrant is issued should be billed at the time the delayed sentence is ordered or the bench warrant is issued. Any disputes about billing or assignment of cases will be initially decided by Court Administration and then by the Chief Circuit Judge; and a final, binding decision, if requested, will be made by the same committee who decide issues on ability and qualifications.

## **Parking Permits**

The attorney will receive a parking permit from the County of Jackson for the South Courthouse parking lot to be used only while on business for this agreement.

### **Subcontracting**

The attorney may not subcontract their obligation without approval of the Chief Judge. Any new attorney associated with the attorney who has an accepted proposal must be approved by the Chief Judge.

### **Termination**

The Court, the County and any Attorney may terminate this contract on 56 days written notice. The Court may terminate an Attorney from an individual case if the firm is not adequately representing the Defendant in the opinion of the assigned judge. Attorneys will complete any case outstanding at the termination of this Agreement.

The Court may waive the notice period for any attorney who has presented with exceptional circumstances, which shall be determined in the sole discretion of the Court. The Court also reserves the right to immediately terminate any attorney if the attorney lacks the capacity to adequately represent the defendants.

### **Prior Appointments**

This agreement will not affect the status of payment of fees for defense of indigent criminal defendants under a contract before the effective date of this Agreement.

### **Ability and Qualifications**

Any questions regarding the removal of an attorney from the contract for failure to adequately perform shall be decided by the Chief Circuit judge.

### **Category 1**

The murder Case is considered complete after the trial is completed and a verdict is received. The Court will pay the proposal amount for each assigned case plus any additional charges allowed by this agreement.

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Hon. John G. McBain, Chief Circuit Court Judge

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James E. Shotwell, Jr., Chairman  
Jackson County Board of Commissioners

Court Appointed Attorney Agreement

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Mr. Jerry M. Engle

----- Original Message -----

From: "Straube, Ines" <IStraube@barryco.org>  
To: "Marla McCowan" <Mmccowan@sado.org>  
Sent: Thursday, December 15, 2011 5:10 PM  
Subject: RE: Contract for 2010

The attorney contract is still the same. Attorneys are appointed upon request for a court-appointed attorney by an indigent party. In 2010 we had 14 Full Time attorneys, 3 Part Time attorneys and 1 Friend of the Court Attorney.

The attorneys holding a Full Time contract with our court were:

Tia Degoa  
Thomas Dutcher  
Carol Dwyer  
David Gilbert  
David Makled  
Michael McPhillips  
Kristin Hoel  
James Kinney  
Kathryn Russell  
Kerri Selleck  
C. Marcel Stoetzel  
Nathaniel E. Tagg  
Frank Hillary  
Amy McDowell

Part Time attorneys were:

Julie Nakfoor-Pratt  
Jeffrey S. MacKenzie  
Judy Singleton

FOC Attorney:  
Mark Doster.

Please let me know if you need additional information.

Ines Straube

**FEE SCHEDULE  
OAKLAND COUNTY CIRCUIT COURT  
APPOINTED ATTORNEY FEE SCHEDULE**

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

**DISTRICT COURT DISPOSITIONS**

(Includes preliminary exam conference, preliminary exam, motions, plea and sentence)

|  |          |
|--|----------|
| Felony with less than life maximum sentence (plea and sentence)  | \$300.00 |
| Felony with life maximum sentence (plea and sentence)  | \$440.00 |
| Dismissal in district court (life maximum and non-life maximum)  | \$220.00 |
| Trial day in district court or extra day preliminary exam  | \$155.00 |
| Infectious Diseases Hearing  | \$150.00 |
| Attorney is retained out without notice<br>(Submission of Retained Out Verification Notice signed by district court clerk required.) | \$75.00  |

**CIRCUIT COURT DISPOSITIONS**

(Includes preliminary exam conference, arraignment in circuit court, motions plea and sentence)

|  |          |
|--|----------|
| Felony with less than life maximum sentence, preliminary exam waived | \$460.00 |
| Felony with less than life maximum sentence, preliminary exam held   | \$500.00 |
| Habitual 4 <sup>th</sup> enhancement case                            | \$710.00 |
| Murder 1 cases and drug cases of possession of 1000 grams or more    | \$950.00 |
| All other capital cases with the case number code ending in FC       | \$800.00 |

**JAIL VISITS**

**PROOF OF JAIL VISIT CARDS ARE REQUIRED FOR PAYMENT; NO COPIES WILL BE ACCEPTED.**

|  |         |
|--|---------|
| Less than life maximum crimes and habitual 4 <sup>th</sup> <b>TWO VISIT ONLY</b> (per defendant)<br>for appointments after 8/12/02. <b>ONE VISIT</b> (per defendant) if appointed before 8/12/02 | \$65.00 |
| Life maximum cases up to six visits  | \$65.00 |
| Violation of Probation <b>ONE VIST</b> (per defendant)   | \$65.00 |

**DAILY ALLOWANCES FOR HEARINGS AND TRIALS IN CIRCUIT COURT**

|  |          |
|--|----------|
| Daily allowance for trial or hearing <b>WHERE TESTIMONY IS TAKEN</b> for a less than life    | \$350.00 |
| Daily allowance for trial or hearing <b>WHERE TESTIMONY IS TAKEN</b> for life maximum felony | \$460.00 |

Rev. (10/1//08)

### **MULTIPLE CASES**

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

### **YOUTHFUL TRAINEE ACT**

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

### **PATERNITY CASES**

If you were appointed before January 1, 1998

\$40.00 per hr.  
\$450.00 maximum

If you were appointed after January 1, 1998

\$300.00 flat fee

### **LINE-UP**

\$75.00

### **VIOLATION OF PROBATION**

\$100.00

### **POLYGRAPH**

\$100.00

### **EXTRADITION**

\$100.00

### **REMAND TO DISTRICT COURT**

\$180.00

### **VIOLATION OF A PERSONAL PROTECTION ORDER**

\$100.00

### **FRIEND OF THE COURT SHOW CAUSES**

\$100.00

### **SHOW CAUSE FOR FAILURE TO PAY COURT COSTS**

\$100.00

### **CIRCUIT COURT APPEALS**

Appeals for a conviction from a plea

\$45.00 per hr.  
\$800.00 maximum

Appeals for a conviction from a trial

\$45.00 per hr.  
\$1,320.00 maximum

### **EXTRA-ORDINARY FEE POLICY**

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



# All Eligible Attorney's

12/13/2011 3:19:49 PM

| Name                | Address                                | City             | State | Zip   | PNO   | Phone          | Fax            | Category |
|---------------------|--|------------------|-------|-------|-------|----------------|----------------|----------|
| MICHELLE T. AARON   | 995 LA SALLE AVE                       | WATERFORD        | MI    | 48328 | 73636 | (810) 280-2260 | (248) 681-2493 | 3        |
| MARY ANN ABRAMSON   | P.O. BOX 7601                          | BLOOMFIELD HILLS | MI    | 48302 | 53703 | (248) 255-3196 | (248) 681-0275 | 3        |
| LAUREL B. ACHO      | 6364 TIMBERWOOD SOUTH<br>PO BOX 253036 | WEST BLOOMFIELD  | MI    | 48325 | 70836 | (248) 757-2184 | (248) 254-7023 | 4        |
| ROBERT ADAMS        | 3053 COOLIDGE HWY                      | BERKLEY          | MI    | 48072 | 10045 | (248) 541-6151 | (248) 541-5339 | 1        |
| UCHENNA AJAERO      | 1817 INDIAN TRAIL RD.                  | BLOOMFIELD HILLS | MI    | 48302 | 69203 | (313) 605-6994 | (313) 344-3252 | 3        |
| CASEY K. AMBROSE    | 5101 INKSTER RD.                       | BLOOMFIELD HILLS | MI    | 48032 | 10154 | (248) 626-7367 | (248) 626-7367 | 2        |
| MARK A. AMBROSE     | 5101 INKSTER RD.                       | BLOOMFIELD HILLS | MI    | 48302 | 46233 | (248) 787-5101 | (248) 626-7367 | 3        |
| RONALD D. AMBROSE   | 1007 E WEST MAPLE ROAD                 | WALLED LAKE      | MI    | 48390 | 45504 | (248) 890-1361 | (734) 266-8250 | 3        |
| DONALD JOHN ANDREWS | P.O. BOX 490                           | UNION LAKE       | MI    | 48387 | 48501 | (248) 505-3644 | (313) 963-9185 | 3        |
| JOHN ANGOTT         | 1902 N. CONNECTICUT AVE.               | ROYAL OAK        | MI    | 48073 | 62985 | (313) 221-0675 | (248) 439-0759 | 2        |
| TERRI ANTISDALE     | 2805 PONTIAC LAKE RD.<br>SUITE 2A      | WATERFORD        | MI    | 48328 | 55489 | (248) 390-9618 | (248) 706-9618 | 1        |

| Name                 | Address                           | City            | State | Zip   | PNO   | Phone          | Fax            | Category |
|----------------------|-----------------------------------|-----------------|-------|-------|-------|----------------|----------------|----------|
| KINGSLEY O. ARJMAH   | 19785 W. 12 MILE RD.<br>SUITE 200 | SOUTHFIELD      | MI    | 48076 | 68048 | (734) 891-4529 | (734) 484-9688 | 3        |
| DANIEL ARM           | 18930 W. 10 MILE RD<br>STE 2000   | SOUTHFIELD      | MI    | 48075 | 61807 | (248) 854-3948 | (248) 291-6087 | 3        |
| HOWARD S. ARNKOFF    | 1721 CROOKS RD #101               | TROY            | MI    | 48084 | 10258 | (248) 643-6002 | (248) 643-4320 | 1        |
| ORLANDO AVANT        | 29777 TELEGRAPH RD.<br>SUITE 2425 | SOUTHFIELD      | MI    | 48034 | 56341 | (248) 552-0757 | (888) 552-2850 | 3        |
| ANDREA BADALUCCO     | 330 E. MAPLE RD.<br>SUITE 435     | BIRMINGHAM      | MI    | 48009 | 69670 | (248) 840-9261 | (248) 456-8470 | 2        |
| DANIEL J. BAGDADE    | 5037 BANTRY                       | WEST BLOOMFIELD | MI    | 48322 | 24698 | (248) 229-4405 |                | 2        |
| DENNIS J. BAGLEY     | 28175 HAGGERTY RD.                | NOVI            | MI    | 48377 | 36317 | (248) 320-7767 | (248) 779-7397 | 2        |
| EDWARD BAJOKA        | 3150 LIVERNOIS<br>SUITE 235       | TROY            | MI    | 48083 | 70919 | (248) 740-8384 | (248) 740-8548 | 3        |
| DARRELL JEROME BANKS | P O BOX 48319                     | OAK PARK        | MI    | 48237 | 40301 | (248) 225-9843 | (248) 545-5478 | 3        |
| JUSTIN M. BARNETT    | P.O. BOX 1235                     | CLARKSTON       | MI    | 48347 | 61808 | (248) 926-0549 | (248) 241-6687 | 3        |
| DORY A. BARON        | 5381 W. BRIARCLIFF KNOLL          | WEST BLOOMFIELD | MI    | 48322 | 36714 | (248) 626-4492 | (248) 737-4080 | 3        |
| YVETTE M BARRETT     | 21420 GRATIOT AVE<br>SUITE #1     | EASTPOINTE      | MI    | 48021 | 58142 | (313) 850-7936 | (313) 964-8939 | 3        |

| Name                      | Address                           | City             | State | Zip   | PNO   | Phone          | Fax            | Category |
|---------------------------|-----------------------------------|------------------|-------|-------|-------|----------------|----------------|----------|
| MALITA L. BARRETT         | 21420 EAST GRATIOT<br>SUITE #1    | EASTPONTE        | MI    | 48021 | 43238 | (313) 622-6899 | (313) 964-8939 | 1        |
| MICHAEL L. BARS           | 255 N TELEGRAPH RD<br>SUITE 202   | WATERFORD        | MI    | 48328 | 23926 | (248) 683-7060 | (248) 683-1794 | 2        |
| CECILIA QURINDONGO BAUNSO | 1075 FEATHERSTONE RD.             | PONTIAC          | MI    | 48342 | 68374 | (248) 252-6511 | (248) 377-1080 | 2        |
| PAMELA N. BEEGHLY         | 20411 W. 12 MILE RD.<br>SUITE 211 | SOUTHFIELD       | MI    | 48076 | 36231 | (248) 425-0002 | (248) 350-3675 | 3        |
| MARCEL S. BENAVIDES       | 240 DAINES ST.                    | BIRMINGHAM       | MI    | 48009 | 69562 | (248) 549-8555 | (248) 307-9560 | 2        |
| HILLARIE BOETTGER         | P.O. BOX 266                      | BLOOMFIELD HILLS | MI    | 48303 | 62003 | (248) 894-9021 | (866) 305-9678 | 3        |
| BRYAN BOLLING             | P.O. BOX 356                      | MILFORD          | MI    | 48381 | 65151 | (248) 505-2737 | (248) 360-4144 | 3        |
| AARON J. BORJA            | PO BOX 164                        | NEW HUDSON       | MI    | 48165 | 73688 | (248) 956-0350 | (734) 420-1811 | 4        |
| MARK S. BOSLER            | 36880 WOODWARD AVE<br>SUITE 100   | BLOOMFIELD HILLS | MI    | 48304 | 33800 | (248) 647-8180 | (248) 647-1170 | 2        |
| ROBERT J. BOYD III        | 243 W. CONGRESS<br>SUITE 350      | DETROIT          | MI    | 48226 | 45554 | (313) 964-6464 | (248) 548-8597 | 3        |
| RICHARD G. BREWER         | PO BOX 250577                     | FRANKLIN         | MI    | 48025 | 31124 | (313) 310-3498 | (888) 769-1774 | 3        |
| CHRISTOPHER BROWN         | 5600 NEW KING ST.<br>SUITE 365    | TROY             | MI    | 48098 | 71665 | (248) 649-1160 | (800) 927-1870 | 3        |

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|----------------------|---------------------------------------|------------------|-------|-------|-------|----------------|----------------|----------|
| KIMBERLY T. BROWN    | 176 S. MAIN ST.<br>SUITE 1            | MT. CLEMENS      | MI    | 48043 | 41835 | (586) 216-6499 | (248) 395-9815 | 3        |
| MARYANN BRUDER       | 30700 TELEGRAPH RD.<br>SUITE 3475     | BINGHAM FARMS    | MI    | 48025 | 55239 | (248) 723-9048 | (248) 723-9049 | 3        |
| LAWRENCE J. BUNTING  | P.O. BOX 1683                         | TROY             | MI    | 48099 | 27111 | (248) 689-4200 | (248) 689-0404 | 1        |
| TIMOTHY J. BURNS     | P.O. BOX 1202                         | TROY             | MI    | 48099 | 61773 | (248) 225-1497 | (248) 251-0199 | 3        |
| LANDON BUSH          | P.O. BOX 721281                       | BERKLEY          | MI    | 48072 | 51870 | (248) 767-8891 | (248) 543-4869 | 3        |
| IAN A. CALDWELL      | 1821 W. MAPLE                         | BIRMINGHAM       | MI    | 48009 | 67486 | (248) 925-0886 | (248) 282-1977 | 3        |
| NICOLAS CAMARGO      | 401 S. OLD WOODWARD AVE<br>SUITE 400  | BIRMINGHAM       | MI    | 48009 | 66385 | (248) 840-8952 | (248) 203-0221 | 2        |
| MICHAEL J. CARELLI   | 36700 WOODWARD AVE.<br>SUITE 209      | BLOOMFIELD HILLS | MI    | 48304 | 64248 | (248) 835-9545 | (248) 786-6787 | 3        |
| C. CLIFFORD CHADWICK | 2057 ORCHARD LAKE ROAD                | SYLVAN LAKE      | MI    | 48320 | 34372 | (248) 335-8150 | (248) 335-0955 | 3        |
| MARK A. CHADWICK     | 12900 HALL RD.<br>SUITE 400           | STERLING HEIGHTS | MI    | 48313 | 37510 | (248) 646-9440 | (248) 588-7792 | 1        |
| JUDITH A. CHAPMAN    | 165 RED MAPLE TRAIL                   | ORTONVILLE       | MI    | 48462 | 44477 | (248) 321-5068 | (248) 627-8546 | 2        |
| GEORGE CHEDRAUE      | 26211 CENTRAL PARK BLVD.<br>SUITE 211 | SOUTHFIELD       | MI    | 48076 | 41732 | (313) 790-0498 | (248) 352-2159 | 1        |

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|---------------------------|-------------------------------------|------------------|-------|-------|-------|----------------|----------------|----------|
| JENNIPHER L. M. COLTHIRST | 3919 BENITEAU                       | DETROIT          | MI    | 48214 | 52876 | (313) 824-0774 | (313) 824-0775 | 3        |
| STACY COMBS               | P.O. BOX 711                        | HIGHLAND         | MI    | 48357 | 55151 | (248) 882-0501 | (248) 887-5363 | 3        |
| ROBERT COOPER             | 31700 W. 13 MILE RD.<br>SUITE 96    | FARMINGTON HILLS | MI    | 48334 | 12209 | (248) 736-8733 | (734) 434-6269 | 1        |
| RAYMOND A. CORRELL        | 24901 NORTHWESTERN HWY<br>SUITE 113 | SOUTHFIELD       | MI    | 48075 | 43868 | (248) 557-9270 | (248) 350-9865 | 1        |
| CECIL J. CROSS            | 5575 NORTHCOTE                      | WEST BLOOMFIELD  | MI    | 48322 | 52910 | (248) 231-4438 | (877) 448-9995 | 2        |
| JALAL JAMIL DALLO         | 101 W. BIG BEAVER RD.<br>STE. 1400  | TROY             | MI    | 48084 | 72879 | (248) 763-4040 | (248) 687-1775 | 3        |
| THOMAS E. DAVIS           | P.O. BOX 662                        | KEEGO HARBOR     | MI    | 48320 | 31729 | (248) 842-7166 |                | 1        |
| ANDREA N. DEAN            | P O BOX 300790                      | WATERFORD        | MI    | 48330 | 49721 | (248) 431-1911 | (248) 461-6833 | 2        |
| ANDRE G. DEBUSSCHERE      | 2496 MIDDLEBELT RD.                 | WEST BLOOMFIELD  | MI    | 48324 | 36457 | (586) 268-7902 | (586) 268-7902 | 3        |
| RICHARD DENNO             | 620 LYDIA LANE                      | PONTIAC          | MI    | 48341 | 45240 | (248) 745-6941 | (248) 745-0119 | 3        |
| MATTHEW DEWAN             | 7 W. SQUARE LAKE RD.                | BLOOMFIELD HILLS | MI    | 48302 | 69660 | (248) 408-8609 | (248) 338-3983 | 3        |
| LOREN M. DICKSTEIN        | 3000 TOWN CENTER<br>SUITE 1310      | SOUTHFIELD       | MI    | 48075 | 53508 | (248) 613-5233 | (248) 357-1371 | 1        |

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|-----------------------|----------------------------------|------------------|-------|-------|-------|----------------|----------------|----------|
| RUSSELL D. DONELSON   | 7031 ORCHARD LAKE RD.<br>STE 302 | WEST BLOOMFIELD  | MI    | 48322 | 53660 | (248) 515-9210 | (248) 865-3323 | 3        |
| STACY DROULLARD       | 2345 OAKLAND                     | HIGHLAND         | MI    | 48356 | 62735 | (248) 884-9094 | (248) 691-2214 | 2        |
| LISAL. DWYER          | 710 N. CROOKS RD.                | CLAWSON          | MI    | 48017 | 47961 | (313) 510-2793 | (248) 435-2350 | 1        |
| DEAN F. ELDON         | 1370 N OAKLAND BLVD #110         | WATERFORD        | MI    | 48327 | 41406 | (248) 666-9880 | (248) 666-9935 | 2        |
| ELIAS J. ESCOBEDO     | 995 W HURON                      | WATERFORD        | MI    | 48328 | 37808 | (248) 682-8400 | (248) 682-6212 | 1        |
| JOSE R. FANEGO        | 35920 WOODWARD AVE.<br>SUITE 230 | BLOOMFIELD HILLS | MI    | 48304 | 42696 | (248) 645-1400 | (248) 645-8262 | 1        |
| ROBERT LEE FARNETTE   | 3835 NORMANWOOD DR.              | WEST BLOOMFIELD  | MI    | 48323 | 13304 | (248) 884-8402 |                | 2        |
| JEROME L. FENTON      | 32710 FRANKLIN RD                | FRANKLIN         | MI    | 48025 | 13373 | (248) 855-5200 | (248) 855-0186 | 1        |
| JOHNETTA FISHER-BRADY | P.O. BOX 251834                  | WEST BLOOMFIELD  | MI    | 48325 | 72872 | (313) 320-5130 | (248) 682-9858 | 3        |
| MICHAEL A. FLACK      | 4134 S FULTON PL                 | ROYAL OAK        | MI    | 48073 | 31131 | (248) 549-3226 | (248) 549-3226 | 3        |
| TIMOTHY P. FLYNN      | 6480 CITATION DR.                | CLARKSTON        | MI    | 48346 | 42201 | (248) 625-0600 | (248) 625-6996 | 2        |
| MITCHELL T. FOSTER    | P.O. BOX 798                     | MILFORD          | MI    | 48381 | 46948 | (248) 705-2994 | (248) 684-8401 | 1        |

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|----------------------|--|------------------|-------|-------|-------|----------------|----------------|----------|
| TODD A. FOX          | 74 W. LONG LAKE RD.<br>STE. 101            | BLOOMFIELD HILLS | MI    | 48304 | 48963 | (248) 674-5100 | (248) 646-5162 | 1        |
| ROBYN FRANKEL        | 26611 WOODWARD AVE.                        | HUNTINGTON WOODS | MI    | 48070 | 43629 | (248) 568-8187 | (248) 541-9456 | 2        |
| JEFFREY J. FRANKLIN  | P.O. BOX 80397                             | ROCHESTER        | MI    | 48308 | 71589 | (248) 770-7058 | (248) 375-5877 | 3        |
| JOHN FREEMAN         | VENTURE PLAZA, SUITE 270<br>3150 LIVERNOIS | TROY             | MI    | 48083 | 71450 | (248) 250-9950 | (248) 250-5857 | 2        |
| MICHAEL S. FREUD     | 5186 DURNHAM                               | WATERFORD        | MI    | 48327 | 26318 | (313) 270-2930 | (248) 706-1701 | 3        |
| THEODORE H. FRIEDMAN | 19785 W 12 MILE RD #160                    | SOUTHFIELD       | MI    | 48076 | 27021 | (248) 354-6160 | (248) 354-9975 | 1        |
| PATRICK GAGNIUK      | 831 WYANDOTTE AVE                          | ROYAL OAK        | MI    | 48067 | 69038 | (248) 894-5424 | (248) 439-6222 | 3        |
| KAMESHIA D. GANT     | 19785 W. 12 MILE RD.<br>SUITE 142          | SOUTHFIELD       | MI    | 48076 | 69425 | (517) 410-7690 | (248) 208-2178 | 3        |
| JOHN E. GATES JR     | 26080 WOODWARD AVENUE                      | ROYAL OAK        | MI    | 48067 | 31896 | (248) 543-5990 | (248) 543-5579 | 3        |
| RICHARD W. GLANDA    | 6368 PEACH TREE CT.                        | ROCHESTER HILLS  | MI    | 48306 | 32990 | (313) 510-0324 | (313) 533-5262 | 1        |
| GEOFFREY R. GLASER   | 1966 PENOBSCOT BUILDING                    | DETROIT          | MI    | 48226 | 46892 | (313) 963-4321 | (313) 961-0700 | 2        |
| LINDA GOETZ          | 3759 S. BALDWIN RD.<br>SUITE 134           | LAKE ORION       | MI    | 48359 | 47395 | (248) 379-4590 | (248) 393-2822 | 3        |

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|--------------------------|---|------------------|-------|-------|-------|----------------|----------------|----------|
| JUDITH GRACEY            | 2055 ORCHARD LAKE RD.                     | SYLVAN LAKE      | MI    | 48320 | 39766 | (248) 388-0980 | (248) 338-7830 | 1        |
| KEELA GRACEY             | 71 N. LIVERNOIS RD.<br>SUITE A1           | ROCHESTER HILLS  | MI    | 48307 | 72861 | (248) 672-3499 | (248) 651-9676 | 3        |
| CHRISTINE M. GRAND       | 31731 NORTHWESTERN HWY<br>SUITE 151       | FARMINGTON HILLS | MI    | 48334 | 51260 | (248) 538-3737 | (248) 538-4110 | 2        |
| DERWOOD A. HAINES        | 44020 COTTISFORD                          | NORTHVILLE       | MI    | 48167 | 46481 | (248) 231-6210 | (248) 449-8473 | 3        |
| LANITA R. HAITH          | 3050 UNION LAKE RD.<br>SUITE 8-F          | COMMERCE TWP.    | MI    | 48382 | 38189 | (248) 736-6376 | (248) 706-5037 | 1        |
| RICHARD M. HALPRIN       | P.O. BOX 426                              | ROYAL OAK        | MI    | 48067 | 42729 | (248) 543-0001 | (248) 564-5373 | 2        |
| DOUGLAS D. HAMPTON       | 2000 TOWN CTR.<br>SUITE 1900              | SOUTHFIELD       | MI    | 48075 | 46378 | (248) 867-6240 | (248) 856-3011 | 1        |
| ADIL HARADHYVALA         | 19120 GRANDVIEW<br>SUITE 4                | DETROIT          | MI    | 48219 | 40095 | (313) 255-5262 | (313) 279-5241 | 3        |
| LYLE B. HARRIS           | 23205 GRATIOT AVE<br>SUITE 165            | EASTPONTE        | MI    | 48021 | 42870 | (313) 595-9090 | (248) 855-1919 | 1        |
| DANIEL P. HILF           | HERITAGE SQUARE<br>1775 W. BIG BEAVER RD. | TROY             | MI    | 48084 | 55533 | (586) 530-1221 | (248) 885-8996 | 1        |
| ADRIENNE HINNANT-JOHNSON | 29777 TELEGRAPH RD.<br>SUITE 2500         | SOUTHFIELD       | MI    | 48034 | 68999 | (313) 445-8324 | (313) 965-8474 | 3        |
| JOHN H. HOLMES           | P.O. BOX 7011                             | BLOOMFIELD HILLS | MI    | 48302 | 25446 | (248) 424-9394 | (248) 424-9394 | 1        |



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|------------------------|-------------------------------------|------------------|-------|-------|-------|----------------|----------------|----------|
| AMY M. HOPP            | 2167 ORCHARD LAKE RD.               | SYLVAN LAKE      | MI    | 48320 | 48872 | (248) 408-1742 | (248) 656-6012 | 2        |
| JOSEPH N. HORENSTEIN   | 17000 W. TEN MILE RD.<br>SUITE 100  | SOUTHFIELD       | MI    | 48075 | 28949 | (248) 552-6268 | (248) 557-2035 | 1        |
| VICKY O. HOWELL        | 1921 BRADFORD RD.                   | BIRMINGHAM       | MI    | 48009 | 44329 | (248) 258-0888 | (248) 258-1588 | 3        |
| CHARLES BRUCE IDELSOHN | P.O. BOX 310856                     | DETROIT          | MI    | 48231 | 36799 | (586) 450-0128 | (313) 784-9246 | 3        |
| TOYA JEFFERSON         | 19785 WEST 12 MILE RD.<br>SUITE 358 | SOUTHFIELD       | MI    | 48076 | 69988 | (248) 252-7541 | (313) 432-5971 | 3        |
| CHARESA JOHNSON        | 2000 TOWN CENTER<br>STE 1900        | SOUTHFIELD       | MI    | 48075 | 57576 | (248) 229-3427 | (248) 354-3816 | 2        |
| KRYSTAL D. JOHNSON     | 20700 CIVIC CENTER DR.<br>SUITE 170 | SOUTHFIELD       | MI    | 48076 | 71033 | (248) 663-2287 | (248) 663-4029 | 4        |
| DUANE R. JOHNSON       | 2000 TOWN CTR.<br>SUITE 1900        | SOUTHFIELD       | MI    | 48075 | 41842 | (248) 851-9400 | (248) 851-9404 | 3        |
| VASSAL JOHNSON II      | 20700 CIVC CENTER DR.<br>SUITE 170  | SOUTHFIELD       | MI    | 48076 | 72130 | (248) 663-2287 | (248) 663-4029 | 3        |
| LAWRENCE G. KALUZNY    | 31700 W. 13 MILE RD.<br>SUITE 107   | FARMINGTON HILLS | MI    | 48334 | 15663 | (248) 891-5388 | (248) 851-0138 | 1        |
| TODD A. KALUZNY        | 31700 W. 13 MILE RD.<br>SUITE 107   | FARMINGTON HILLS | MI    | 48334 | 55534 | (248) 721-1093 | (248) 851-0138 | 1        |
| RONALD E. KAPLOVITZ    | 2057 ORCHARD LAKE RD                | SYLVAN LAKE      | MI    | 48320 | 36889 | (248) 333-3666 | (248) 333-7290 | 1        |

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|--------------------|--------------------------------------|------------------|-------|-------|-------|----------------|----------------|----------|
| DIANE M. KAY       | 2360 ORCHARD LAKE RD.<br>SUITE 108   | SYLVAN LAKE      | MI    | 48320 | 70751 | (517) 375-3751 | (248) 681-9607 | 3        |
| R. FRANK KELLY     | 33400 WOODWARD AVE                   | BIRMINGHAM       | MI    | 48009 | 35235 | (248) 398-6622 | (248) 645-0861 | 3        |
| CHRISTOPHER KOHLER | 20700 CIVIC CENTER DR.<br>SUITE 170  | SOUTHFIELD       | MI    | 48076 | 58785 | (248) 981-6198 | (866) 728-4718 | 3        |
| DOUGLAS P. KOLLY   | 517 AUGUSTA DRIVE                    | ROCHESTER HILLS  | MI    | 48309 | 29318 | (248) 651-7300 | (248) 651-4965 | 2        |
| MARSHA M. KOSMATKA | P.O. BOX 278                         | WALLED LAKE      | MI    | 48390 | 57001 | (248) 895-8225 | (248) 360-9752 | 1        |
| SCOTT C. KOZAK     | 44648 MOUND RD.<br>SUITE 802         | STERLING HTS.    | MI    | 48314 | 60099 | (248) 709-6040 | (248) 652-2965 | 1        |
| LARENCE R. KOZMA   | 20 W. WASHINGTON STREET<br>SUITE 11  | CLARKSTON        | MI    | 48346 | 27227 | (248) 620-6000 | (248) 625-9192 | 3        |
| MELISSA KRAUSKOPF  | 1075 FEATHERSTONE RD.                | PONTIAC          | MI    | 48342 | 68278 | (248) 854-3433 | (248) 377-1080 | 3        |
| MARTIN KROHNER     | P.O. BOX 3348                        | FARMINGTON HILLS | MI    | 48333 | 16252 | (248) 464-0040 | (248) 661-8222 | 3        |
| JASON J. KUCMIERZ  | 1060 E. WEST MAPLE                   | WALLED LAKE      | MI    | 48390 | 63842 | (248) 719-1474 | (248) 669-9840 | 3        |
| ARTHUR H. LANDAU   | 29777 TELEGRAPH<br>SUITE 2500        | SOUTHFIELD       | MI    | 48034 | 16381 | (248) 948-0893 | (248) 353-2786 | 2        |
| WILLIAM LANSAT     | 280 N. OLD WOODWARD AVE<br>SUITE 250 | BIRMINGHAM       | MI    | 48009 | 36752 | (248) 258-7074 | (248) 258-7084 | 3        |

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|---------------------|-------------------------------------|------------------|-------|-------|-------|----------------|----------------|----------|
| ROBERT E. LARAMIE   | P.O. BOX 70351                      | ROCHESTER HILLS  | MI    | 48307 | 26464 | (248) 539-1100 | (248) 250-7221 | 3        |
| JOSEPH A. LAVIGNE   | 31700 WEST 13 MILE RD<br>SUITE 96   | FARMINGTON HILLS | MI    | 48334 | 50966 | (248) 539-3144 | (248) 539-3166 | 1        |
| RANDALL M. LEWIS    | 3000 TOWN CENTER<br>SUITE 1310      | SOUTHFIELD       | MI    | 48075 | 46134 | (248) 263-6800 | (248) 357-1371 | 1        |
| ANTHONY J. LEWIS    | 29350 SOUTHFIELD RD.<br>SUITE 109   | SOUTHFIELD       | MI    | 48076 | 43876 | (248) 569-3383 | (248) 569-3373 | 1        |
| EMILY E. LONG       | 2525 S. TELEGRAPH RD.<br>SUITE 100  | BLOOMFIELD HILLS | MI    | 48302 | 69607 | (248) 451-2200 | (248) 456-8470 | 3        |
| SUSAN L. LOVELAND   | 2360 ORCHARD LAKE RD.<br>SUITE 108  | SYLVAN LAKE      | MI    | 48320 | 66005 | (248) 563-2061 | (248) 232-1526 | 3        |
| ERIC S. LUMBERG     | 7001 ORCHARD LAKE RD.<br>SUITE 430A | WEST BLOOMFIELD  | MI    | 48322 | 46135 | (248) 626-8383 | (248) 626-0751 | 2        |
| STEVEN P. LYNCH     | 261 E. MAPLE RD.                    | BIRMINGHAM       | MI    | 48009 | 47008 | (248) 514-1799 | (248) 203-2627 | 1        |
| VICTOR MANSOUR      | 32000 NORTHWESTERN HWY<br>SUITE 180 | FARMINGTON HILLS | MI    | 48334 | 71767 | (248) 891-9594 | (248) 855-8304 | 3        |
| MICHAEL J. MCCARTHY | 26001 FIVE MILE RD.                 | REDFORD          | MI    | 48239 | 30169 | (313) 535-1300 | (313) 535-4580 | 1        |
| JAMES F. MCCARTHY   | 1361 HENDRICKS WAY                  | WATERFORD        | MI    | 48328 | 17284 | (248) 681-2043 |                | 3        |
| THOMAS M. MCGINNIS  | 5365 SEMINOLE CT.                   | COMMERCE TWP.    | MI    | 48382 | 33419 | (248) 765-5116 |                | 1        |

| Name                   | Address                             | City             | State | Zip   | PNO   | Phone          | Fax            | Category |
|------------------------|-------------------------------------|------------------|-------|-------|-------|----------------|----------------|----------|
| MAUREEN MCGINNIS       | 1721 CROOKS RD.<br>STE 101          | TROY             | MI    | 48084 | 66069 | (248) 643-6002 | (248) 643-4320 | 3        |
| DAVID E. MCCRUDER      | 44060 WOODWARD AVE.<br>SUITE 200    | BLOOMFIELD HILLS | MI    | 48302 | 69898 | (248) 332-0222 | (248) 332-7412 | 3        |
| DEBORAH H. MCKELVY     | 1432 MARYLAND BLVD.                 | BIRMINGHAM       | MI    | 48009 | 44157 | (248) 644-2854 | (248) 644-2854 | 2        |
| JOHN M. MCMANUS        | 999 HAYNES STREET<br>SUITE 205      | BIRMINGHAM       | MI    | 48009 | 44102 | (248) 642-5288 | (248) 642-3016 | 3        |
| CHRISTINA R. MCPHAIL   | 7 WEST SQUARE LAKE RD.              | BLOOMFIELD HILLS | MI    | 48302 | 70739 | (313) 492-9771 | (248) 454-1126 | 3        |
| LELAND MCRAE           | 29193 NORTHWESTERN HWY<br>SUITE 592 | SOUTHFIELD       | MI    | 48034 | 69859 | (248) 420-4042 | (248) 352-6970 | 2        |
| G. WHITNEY MCRIPLEY    | 10640 OAK PARK BLVD.                | OAK PARK         | MI    | 48237 | 41150 | (248) 398-4060 | (248) 398-4596 | 1        |
| JENNIFER E. MEAD       | 2057 ORCHARD LAKE RD.               | SYLVAN LAKE      | MI    | 48320 | 57106 | (313) 485-1250 | (313) 832-7661 | 3        |
| DANIEL L. MERCIER      | 555 OLIVER DR.                      | TROY             | MI    | 48084 | 72620 | (248) 941-4339 | (313) 429-7564 | 3        |
| ROMI MEZY              | 28230 ORCHARD LK RD.<br>SUITE 201   | FARMINGTON HILLS | MI    | 48334 | 68245 | (248) 865-2788 | (248) 626-0051 | 3        |
| ELLEN KATZMAN MICHAELS | 6309 PINECROFT                      | WEST BLOOMFIELD  | MI    | 48322 | 67943 | (248) 202-3345 | (262) 436-1728 | 3        |
| PAULETTE MICHEL        | 145 S. LIVERNOIS RD.<br>#183        | ROCHESTER        | MI    | 48307 | 71982 | (248) 505-4766 | (248) 413-2693 | 2        |

| Name                     | Address                         | City             | State | Zip   | PNO   | Phone          | Fax            | Category |
|--------------------------|---------------------------------|------------------|-------|-------|-------|----------------|----------------|----------|
| FREDERICK J. MILLER      | 837 S LAPEER RD STE102          | OXFORD           | MI    | 48371 | 41207 | (248) 628-0180 | (248) 628-0217 | 1        |
| RICHARD D. MINTZ         | 26080 WOODWARD                  | ROYAL OAK        | MI    | 48067 | 17818 | (248) 542-3100 | (248) 543-5579 | 2        |
| WILLIAM MITCHELL         | 2000 TOWN CENTER<br>STE 1000    | SOUTHFIELD       | MI    | 48075 | 31031 | (248) 330-9649 | (248) 415-2235 | 1        |
| DAVID PAUL MORREALE      | 2998 W. 11 MILE RD.             | BERKLEY          | MI    | 48072 | 31647 | (810) 602-0911 | (586) 773-0346 | 3        |
| GREGORY D. MORTMORE      | 1729 CROOKS RD.<br>SUITE 106    | ROYAL OAK        | MI    | 48067 | 50972 | (248) 270-3340 | (248) 247-2982 | 3        |
| STEVEN I. MOSS           | 2500 ORCHARD LAKE RD.           | SYLVAN LAKE      | MI    | 48320 | 33039 | (248) 320-9917 | (313) 963-9258 | 3        |
| SOMCHIT MOUNSAMROUATH-H  | 32372 BAINTREE RD.              | FARMINGTON HILLS | MI    | 48334 | 69542 | (248) 231-1548 | (248) 522-6259 | 3        |
| ANDREW T. MOXIE          | 4367 FIELDBROOK                 | WEST BLOOMFIELD  | MI    | 48323 | 69568 | (313) 910-2787 | (248) 932-2522 | 3        |
| J. D. MULLINS            | 615 GRISWOLD ST.<br>SUITE 1626  | DETROIT          | MI    | 48226 | 37989 | (313) 550-1902 | (248) 569-4101 | 3        |
| COLLEEN MURPHY           | 5119 HIGHLAND RD.<br>SUITE 288  | WATERFORD        | MI    | 48327 | 44432 | (248) 499-8473 | (248) 499-8473 | 4        |
| JOSEPH N. NAFSU          | 3150 LIVERNOIS RD.<br>SUITE 235 | TROY             | MI    | 48083 | 73742 | (248) 388-9798 | (248) 740-8548 | 4        |
| LEONARD NICHOLAS NAUMENK | 1060 E. WEST MAPLE              | WALLED LAKE      | MI    | 48390 | 56499 | (248) 613-4707 | (586) 783-4599 | 3        |

| Name                | Address                            | City             | State | Zip   | PNO   | Phone          | Fax            | Category |
|---------------------|------------------------------------|------------------|-------|-------|-------|----------------|----------------|----------|
| SCOTT NEUMANN       | P.O. BOX 623                       | KEEGO HARBOR     | MI    | 48320 | 59494 | (248) 635-7844 | (248) 706-5800 | 1        |
| JOSHUA NUCIAN       | 29800 TELEGRAPH RD.                | SOUTHFIELD       | MI    | 48034 | 70475 | (248) 353-6500 | (248) 353-2514 | 3        |
| DOUGLAS K. OLIVER   | 7111 DIXIE HWY.<br>SUITE 230       | CLARKSTON        | MI    | 48346 | 35810 | (248) 420-8132 | (248) 698-3393 | 1        |
| H. WALLACE PARKER   | 44060 WOODWARD AVE<br>SUITE 200    | BLOOMFIELD HILLS | MI    | 48302 | 18647 | (248) 332-0222 | (248) 332-7412 | 1        |
| D. ANN PARKER       | 30700 TELEGRAPH RD.<br>SUITE 3475  | BINGHAM FARMS    | MI    | 48025 | 32302 | (248) 593-0361 | (248) 642-6012 | 2        |
| BRADLEY M. PERI     | 17000 W. 10 MILE RD. FL 2          | SOUTHFIELD       | MI    | 48075 | 73146 | (248) 483-5000 | (248) 483-3131 | 4        |
| KERRY O. PHILLIPS   | 28 N SAGINAW #1013                 | PONTIAC          | MI    | 48342 | 38790 | (248) 335-1010 | (248) 335-4331 | 2        |
| NANCY A. PLASTERER  | 6632 TELEGRAPH RD #186             | BLOOMFIELD HILLS | MI    | 48301 | 37170 | (248) 252-0718 | (248) 360-9622 | 3        |
| DONNA M. POSEY      | 19785 W. 12 MILE RD.<br>#561       | SOUTHFIELD       | MI    | 48076 | 53654 | (313) 570-4686 | (248) 557-4002 | 3        |
| DAVID J. POULTON    | 710 N. CROOKS RD.                  | CLAWSON          | MI    | 48017 | 59039 | (248) 435-4479 | (248) 498-6889 | 3        |
| JEFFREY J. QUAS     | 827 N. MAIN ST.<br>SUITE A         | ROCHESTER        | MI    | 48307 | 42248 | (248) 652-7799 | (248) 651-5531 | 1        |
| MARGARET SIND RABEN | 333 WEST FORT STREET<br>11TH FLOOR | DETROIT          | MI    | 48226 | 39243 | (313) 628-4740 | (313) 628-4701 | 2        |

| Name                | Address                              | City          | State | Zip   | PNO   | Phone          | Fax            | Category |
|---------------------|--------------------------------------|---------------|-------|-------|-------|----------------|----------------|----------|
| STEVEN JOHN REINA   | 6140 DIXIE HWY.                      | CLARKSTON     | MI    | 48346 | 42423 | (248) 703-0102 | (248) 244-9389 | 1        |
| ALAN J. REINER      | 410 W. UNIVERSITY                    | ROCHESTER     | MI    | 48307 | 41718 | (248) 568-7293 | (248) 652-9930 | 3        |
| MITCHELL RIBITWER   | 26862 WOODWARD AVE<br>SUITE 200      | ROYAL OAK     | MI    | 48067 | 26054 | (248) 540-2600 | (248) 723-4293 | 1        |
| ADAM S. RIVERA      | 2911 N. WILSON                       | ROYAL OAK     | MI    | 48073 | 58145 | (248) 506-3470 | (248) 629-4537 | 3        |
| REBECCA A. ROBERTS  | 10315 LAFOLLETTE                     | BRIGHTON      | MI    | 48116 | 39677 | (810) 227-9743 | (810) 227-8522 | 3        |
| NORMAN ROBINER      | 30150 TELEGRAPH RD.<br>SUITE 444     | BINGHAM FARMS | MI    | 48025 | 19515 | (248) 854-4795 | (248) 645-1222 | 1        |
| AMY M. ROEMER       | 4627 GROVELAND AVE                   | ROYAL OAK     | MI    | 48073 | 68480 | (734) 634-2708 | (248) 564-5333 | 3        |
| LISA RYAN           | 401 N. MAIN ST.                      | ROYAL OAK     | MI    | 48067 | 73033 | (248) 547-1032 | (248) 547-0140 | 3        |
| STEPHANIE SABBOTA   | 363 WEST BIG BEAVER RD.<br>SUITE 450 | TROY          | MI    | 48084 | 73746 | (586) 484-9416 | (248) 619-0709 | 4        |
| JEROME SABBOTA      | 26862 WOODWARD AVE<br>SUITE 200      | ROYAL OAK     | MI    | 48067 | 25892 | (248) 540-2600 | (248) 723-4293 | 1        |
| ALVIN C. SALTEN     | 30200 TELEGRAPH RD.<br>SUITE 440     | BINGHAM FARMS | MI    | 48025 | 23797 | (248) 646-4686 | (248) 258-5854 | 3        |
| SHIRLEY A. SALTZMAN | 30700 TELEGRAPH RD.<br>SUITE 2650    | BINGHAM FARMS | MI    | 48025 | 26227 | (248) 672-5024 | (248) 258-5609 | 3        |

| Name                   | Address                              | City             | State | Zip   | PNO   | Phone          | Fax            | Category |
|------------------------|--------------------------------------|------------------|-------|-------|-------|----------------|----------------|----------|
| MONEKA L. SANFORD      | P.O. BOX 431520                      | PONTIAC          | MI    | 48343 | 62315 | (248) 514-3186 | (248) 862-2604 | 2        |
| MATT SAVICH            | 39500 HIGH POINTE BLVD.<br>SUITE 400 | NOVI             | MI    | 48375 | 51264 | (586) 817-4290 | (248) 888-8498 | 2        |
| MICHAEL E. SAWICKY     | 26050 ORCHARD LAKE RD.<br>SUITE 300  | FARMINGTON HILLS | MI    | 48334 | 52869 | (248) 522-0008 | (248) 442-3319 | 2        |
| STEVEN E. SCHARG       | 2799 COOLIDGE HWY.                   | BERKLEY          | MI    | 48072 | 43732 | (313) 300-0214 | (313) 962-8068 | 1        |
| JAMES SCHMIER          | 2222 ATTARD                          | BIRMINGHAM       | MI    | 48009 | 70825 | (248) 540-0044 | (248) 540-0044 | 3        |
| DANIEL J.M. SCHOUMAN   | 1060 E. WEST MAPLE                   | WALLED LAKE      | MI    | 48390 | 55958 | (248) 669-9830 | (248) 669-9840 | 3        |
| JEFFREY G. SCHWARTZ    | 28411 NORTHWESTERN HWY<br>STE. 930   | SOUTHFIELD       | MI    | 48034 | 32076 | (313) 965-8168 | (313) 963-9185 | 2        |
| JOHN C. SECREST        | 5619 HIGHLAND RD.                    | WATERFORD        | MI    | 48327 | 41505 | (810) 599-7005 | (810) 229-5076 | 2        |
| CHRISTOPHER M. SEHKALY | 24359 NORTHWESTERN HWY<br>SUITE 100  | SOUTHFIELD       | MI    | 48075 | 23248 | (248) 948-1900 | (248) 356-0716 | 2        |
| BRIANE E. SELBURN      | 23205 GRATIOT #130                   | EASTPONTE        | MI    | 48021 | 29749 | (313) 885-8701 | (313) 884-1874 | 1        |
| JENNIFER SIMPSON       | 25657 SOUTHFIELD RD.                 | SOUTHFIELD       | MI    | 48075 | 57155 | (810) 730-7404 | (810) 953-6560 | 2        |
| DAVID M. SINUTKO       | 47074 WILLINGHAM WAY                 | SHELBY TWP.      | MI    | 48315 | 52801 | (586) 909-1348 | (586) 532-8723 | 3        |



| Name                 | Address                           | City             | State | Zip   | PNO   | Phone          | Fax            | Category |
|----------------------|-----------------------------------|------------------|-------|-------|-------|----------------|----------------|----------|
| LARRY O. SMITH       | 22040 ALLEN-A-DALE CT.            | BEVERLY HILLS    | MI    | 48025 | 59538 | (248) 417-1909 | (248) 646-3412 | 2        |
| CAROLETTA SPRINKLE   | 30600 TELEGRAPH RD.<br>SUITE 2375 | BINGHAM FARMS    | MI    | 48025 | 49898 | (248) 910-8782 | (248) 538-1636 | 3        |
| PAUL J. STABLEIN     | 401 NORTH MAIN ST.                | ROYAL OAK        | MI    | 48067 | 42544 | (248) 547-1032 | (248) 547-0140 | 1        |
| MICHAEL L. STEINBERG | 300 EAST FOURTH ST<br>SUITE 7     | ROYAL OAK        | MI    | 48067 | 43481 | (248) 542-1010 | (248) 542-1089 | 1        |
| BRADLEY S. STOUT     | 6401 CITATION DRIVE<br>SUITE C    | CLARKSTON        | MI    | 48346 | 40417 | (248) 620-2233 | (248) 620-2234 | 3        |
| KIMBERLY W. STOUT    | 370 E. MAPLE RD.<br>3RD FLOOR     | BIRMINGHAM       | MI    | 48009 | 38588 | (248) 408-2621 | (248) 646-8375 | 2        |
| PAUL STREETMAN       | 115 WALNUT<br>SUITE 100           | ROCHESTER        | MI    | 48307 | 73077 | (248) 342-6653 |                | 3        |
| RICHARD STRENGER     | 22 W. FLINT ST.                   | LAKE ORION       | MI    | 48362 | 55057 | (248) 693-6618 | (248) 693-6918 | 3        |
| JEREMY J. SWICK      | 2057 ORCHARD LAKE RD.             | SYLVAN LAKE      | MI    | 48320 | 73431 | (248) 333-3666 | (248) 333-7290 | 3        |
| JANET L. SZPOND      | 1000 S. OLD WOODWARD<br>STE 201   | BIRMINGHAM       | MI    | 48009 | 43281 | (586) 446-9763 | (248) 647-5330 | 3        |
| PAUL J. TAFELSKI     | 2525 S. TELEGRAPH<br>SUITE 100    | BLOOMFIELD HILLS | MI    | 48302 | 52844 | (248) 451-2200 | (248) 456-8470 | 3        |
| NICK S. TALWAR       | 53953 SUTHERLAND CT.              | SHELBY TWP.      | MI    | 48316 | 58527 | (313) 461-3690 | (866) 700-0714 | 3        |

| Name                | Address                             | City             | State | Zip   | PNO   | Phone          | Fax            | Category |
|---------------------|-------------------------------------|------------------|-------|-------|-------|----------------|----------------|----------|
| DINA TASEVSKA       | 30700 TELEGRAPH RD.<br>SUITE 3475   | BINGHAM FARMS    | MI    | 48025 | 52781 | (248) 559-6200 | (248) 479-0640 | 3        |
| MARSHALL S. TAUBER  | 39520 WOODWARD AVE.<br>SUITE 230    | BLOOMFIELD HILLS | MI    | 48304 | 34547 | (248) 723-5551 | (248) 645-8262 | 2        |
| JEFFERY A. TAYLOR   | 13335 15 MILE RD.<br>SUITE 222      | STERLING HEIGHTS | MI    | 48312 | 46505 | (586) 274-4568 | (586) 274-4570 | 1        |
| RICHARD T. TAYLOR   | P.O. BOX 430696                     | PONTIAC          | MI    | 48343 | 55237 | (586) 481-5981 | (248) 338-2221 | 1        |
| JOHN A. TAYLOR      | 261 EAST MAPLE RD.                  | BIRMINGHAM       | MI    | 48009 | 52473 | (248) 770-9959 | (248) 203-2627 | 2        |
| REBECCA TIEPO       | 3000 TOWN CENTER<br>SUITE 1800      | SOUTHFIELD       | MI    | 48075 | 62311 | (734) 276-2913 | (734) 992-8418 | 2        |
| MARK-ANDRE TIMINSKY | 2167 ORCHARD LAKE RD.               | SYLVAN LAKE      | MI    | 48320 | 68569 | (248) 303-0032 | (248) 332-6686 | 3        |
| CHARLES D. TOBY     | 2167 ORCHARD LAKE RD                | SYLVAN LAKE      | MI    | 48320 | 21483 | (248) 338-4558 | (248) 332-6686 | 1        |
| IRVING TUKEL        | 3002 BRENTWOOD RD.                  | WEST BLOOMFIELD  | MI    | 48323 | 21615 | (248) 505-0244 | (248) 865-9758 | 2        |
| WILLIAM R. URICH    | 39520 WOODWARD AVE<br>SUITE 230     | BLOOMFIELD HILLS | MI    | 48304 | 43273 | (248) 203-1660 | (248) 645-8262 | 2        |
| MELISSA N. VAINIK   | 3855 LONE PINE<br>SUITE 303         | WEST BLOOMFIELD  | MI    | 48323 | 53750 | (248) 931-4415 | (248) 865-7778 | 3        |
| JENELLE VELARDE     | 24445 NORTHWESTERN HWY<br>SUITE 102 | SOUTHFIELD       | MI    | 48075 | 71200 | (248) 760-6308 | (248) 412-0112 | 3        |

| Name                    | Address                             | City             | State | Zip   | PNO   | Phone          | Fax            | Category |
|-------------------------|-------------------------------------|------------------|-------|-------|-------|----------------|----------------|----------|
| SANDESH K. VISWANATH    | 17520 W. 12 MILE RD.<br>SUITE 209   | SOUTHFIELD       | MI    | 48076 | 71860 | (866) 878-1443 | (866) 878-1443 | 3        |
| JOHN H. WALDECK         | 42900 W. 9 MILE RD.                 | NOVI             | MI    | 48375 | 21901 | (248) 305-8700 | (810) 794-2088 | 2        |
| KENNETH M. WALDHORN     | 13148 BORGMAN                       | HUNTINGTON WOODS | MI    | 48070 | 37819 | (248) 259-6098 | (248) 399-3067 | 2        |
| MARLYN D. WALKER        | 110 N. PERRY                        | PONTIAC          | MI    | 48342 | 34050 | (248) 332-2227 | (248) 454-9661 | 3        |
| THOMAS W. WARSHAW       | 30300 NORTHWESTERN HWY<br>SUITE 315 | FARMINGTON HILLS | MI    | 48334 | 23074 | (248) 640-6272 | (248) 932-3521 | 3        |
| MARKESHA WASHINGTON     | 330 E. MAPLE RD.<br>SUITE 213       | BIRMINGHAM       | MI    | 48009 | 69275 | (248) 790-3044 | (248) 419-2483 | 1        |
| NICKI WEISBERGER        | 31700 W. 13 MILE RD.<br>SUITE 96    | FARMINGTON HILLS | MI    | 48334 | 54260 | (248) 539-3144 | (248) 539-3166 | 1        |
| ERIC J. WEIROCH         | 31700 W. 13 MILE RD.<br>STE. 96     | FARMINGTON HILLS | MI    | 48334 | 67019 | (248) 539-3144 | (248) 539-3166 | 3        |
| JOSHUA D. WEST          | 39520 WOODWARD AVE.<br>SUITE 230    | BLOOMFIELD HILLS | MI    | 48304 | 60694 | (248) 259-5562 | (248) 645-8262 | 2        |
| ANGELA LOUISE WHITAKER  | 23261 HAVNES ST.                    | FARMINGTON HILLS | MI    | 48336 | 54944 | (248) 427-1715 | (248) 427-1795 | 3        |
| LAWRENCE A. WILLIAMS    | 26677 W. TWELVE MILE RD.            | SOUTHFIELD       | MI    | 48034 | 42491 | (248) 358-9605 | (248) 457-9775 | 3        |
| DONALD PATRICK WILLIAMS | P.O. BOX 1699                       | ROYAL OAK        | MI    | 48068 | 22341 | (248) 577-6164 | (248) 577-6165 | 1        |

| Name                    | Address                             | City          | State | Zip   | PNO   | Phone          | Fax            | Category |
|-------------------------|-------------------------------------|---------------|-------|-------|-------|----------------|----------------|----------|
| JEANETTE WILLIAMS-WHITE | 19785 W. 12 MILE RD<br>STE 486      | SOUTHFIELD    | MI    | 48076 | 61864 | (248) 730-3124 | (248) 200-7296 | 2        |
| DANA F. WILSON          | 23509 JOHN R                        | HAZEL PARK    | MI    | 48030 | 23899 | (248) 546-6164 | (248) 546-4992 | 3        |
| ERIC S. WILSON          | 23509 JOHN R                        | HAZEL PARK    | MI    | 48030 | 24708 | (248) 546-6164 | (248) 546-4992 | 1        |
| PATRICK WILSON          | 1235 N. MAIN ST.                    | ROCHESTER     | MI    | 48307 | 71035 | (248) 546-6164 | (248) 546-4992 | 2        |
| PAULINE WOLL            | 29100 NORTHWESTERN HWY<br>SUITE 120 | SOUTHFIELD    | MI    | 48034 | 41180 | (248) 354-6070 | (248) 354-0644 | 3        |
| SHARON CLARK WOODSIDE   | 2000 TOWN CENTER<br>STE 1000        | SOUTHFIELD    | MI    | 48075 | 41295 | (313) 920-4785 | (248) 858-9972 | 1        |
| JERMAINE A WYRICK       | P.O. BOX 286                        | SOUTHFIELD    | MI    | 48037 | 54352 | (248) 470-0542 | (313) 964-4802 | 3        |
| STARLA D. ZEHR          | 4345 MEIGS AVE.<br>SUITE B          | WATERFORD     | MI    | 48329 | 51291 | (248) 674-4500 | (248) 674-7570 | 3        |
| ROBERT J. ZIVIAN        | 30150 TELEGRAPH RD.<br>SUITE 371    | BINGHAM FARMS | MI    | 48025 | 54726 | (248) 594-3360 | (248) 258-5032 | 1        |

**GENESEE COUNTY PUBLIC DEFENDER LIST**

| LAST NAME   | FIRST NAME | PR #  |
|-------------|------------|-------|
| ALLEN       | PATRICK    | 63203 |
| AMY         | STANETTE   | 55260 |
| BARAN       | K.C.       | 59718 |
| BEAUVAIS    | PHILIP     | 29818 |
| BENDALL     | BRENDA     | 48081 |
| BERLANGA    | PEDRO      | 66673 |
| BOND        | RANDY      | 35074 |
| BRECZINSKI  | MICHAEL    | 33705 |
| BREMER      | DANIEL     | 23554 |
| BURNASH     | HEATHER    | 72303 |
| CARYL       | RANDALL    | 27908 |
| CASSADY     | TIMOTHY    | 43217 |
| CHILDERS    | JEFFREY    | 55938 |
| CHRISTENSON | BERNHARDT  | 61009 |
| CLARK       | DAVID      | 34995 |
| CLEMENT     | MARK       | 49746 |
| CLOTHIER    | JAY        | 59487 |
| COTTON      | GLENN M-D  | 54162 |
| DEMBO       | MITCHELL   | 41191 |
| DOLL        | BRUCE      | 12844 |
| DONLAN      | DEBRA      | 37820 |
| DOYLE       | AMANDA     | 69384 |
| EWING       | MICHAEL    | 70814 |
| FEASTER     | TORCHIO    | 71076 |
| GHATTAS     | HABEEB     | 27972 |
| GIBBS       | ALEC       | 73593 |
| GIDCUMB     | E. JOSEPH  | 47647 |
| GRAHAM      | NICOLE     | 70759 |
| HARRIS      | AMY        | 70274 |
| HEMINGWAY   | JODI       | 72918 |
| HENRY       | JUSTIN     | 60068 |
| HILLIKER    | CHARLES    | 72045 |
| JAWORSKI    | CAROL      | 41950 |
| KARR        | MATTHEW    | 53514 |

| LAST NAME        | FIRST NAME | 74    |
|------------------|------------|-------|
| KENNEDY          | ALAN       | 47941 |
| KETCHMARK        | DENISE     | 42291 |
| KIRBY            | PATRICK    | 23011 |
| LANGE            | ROGER      | 31625 |
| LAZZIO           | PATRICIA   | 30467 |
| LAZZIO           | STEPHEN    | 30468 |
| LEACH            | BRUCE      | 75056 |
| LIEVOIS          | MARTIN     | 44559 |
| LUCIA            | CHAD       | 41277 |
| MAINPRIZE        | JESSICA    | 70942 |
| MARKS            | SHAUN      | 51475 |
| MARSH            | TABITHA    | 68324 |
| MCARA            | CRAIG      | 71285 |
| MCDANIEL         | ELIZABETH  | 71790 |
| MEIERS           | ERWIN F.   | 37717 |
| MILHOUSE         | HARRELL    | 43392 |
| MORROW           | BOBBI      | 69643 |
| NEGRETE          | CARLOS     | 43880 |
| PASHEEK          | STEVEN     | 63919 |
| PERKINS          | MICHAEL    | 31705 |
| PERRYMAN         | CLINTON    | 69323 |
| PHILPOTT         | PETER      | 58078 |
| PIAZZA           | JAMES      | 30172 |
| RAYMOND-PONSETTO | TRICIA     | 64399 |
| ROSS             | MARK       | 58081 |
| RUSH             | KEVIN      | 42156 |
| SASEEN           | DEBORAH    | 56389 |
| SHAW             | DONALD     | 31713 |
| SHEEHAN          | TERRANCE   | 20320 |
| SHELTON          | STEVEN     | 68652 |
| SIEGEL           | SIELDON    | 20436 |
| SIMMINGTON       | GLENN      | 33626 |
| SIPPELL          | KRAIG      | 47689 |
| SKINNER          | JEFFREY    | 31379 |
| SNYDER           | DENNIS     | 29791 |
| SZABO            | NEIL       | 33792 |

| LAST NAME  | FIRST NAME | ID#   |
|------------|------------|-------|
| THEODOROFF | DOUGLAS    | 49919 |
| TOSTO      | JOHN       | 56579 |
| WATSON     | PAUL       | 30927 |
| WHEATON    | ROBIN      | 29048 |
| WHITE      | MAJOR      | 58800 |
| WHITESMAN  | BARNEY     | 30526 |
| WILSON     | MONICA     | 73128 |
| WOLF       | BARRY      | 40709 |
| YOUNG      | TRACHELLE  | 63330 |
| ZELLEY     | MARK       | 66482 |

**CONTINUING EDUCATIONAL REQUIREMENTS**

As a condition of receiving assignments on felony cases, attorneys are required to attend one of the seminars offered each year by the Criminal Defense Attorneys of Michigan (CDAM). These seminars are held in the fall and spring of each year. The one in the fall is in Traverse City, Michigan. The spring offering is in the Oakland County area. The quality is excellent and the charge is modest for attorneys accepting court appointed assignments.

Verification of your attendance must be turned in to the Defender Program by December 1<sup>st</sup> of each year. Attorneys who have not attended a CDAM offering, or an approved alternate, will not be considered eligible to receive appointments

One seminar must be attended each calendar year or the next available one in the event that you join the program when the seminars are finished for the year.

I would strongly urge you to join CDAM. Membership is very reasonable and the benefits are enormous. A newsletter is also available with recent decisions and a calendar of defense oriented events, etc. For more information, contact: CDAM, 3300 Penobscott Bldg., 645 Griswold, Detroit, MI 48226, (313) 256-9833. CDAM is very helpful on case issues and location of experts.

The Defender Program and the Criminal Law Section of the Genesee County Bar Association also sponsor local seminars. We try to provide at least 60 days notice to assist with your schedule and maximize the opportunity to attend. Attendance is expected. A separate mailing would advise you of dates and times.

**ATTORNEY/CLIENT COMMUNICATION & COMPLAINTS**

The single most common complaint about attorneys is that they do not keep their clients informed about the status of the case. I would encourage you to spend time with your client when you first receive the case. It is only appropriate to review the police report with your client and ask for their version of the events.

You must interview the defendant in order to determine whether there are witnesses to contact, a mental competency issue that you will need to explore or notices/motions that must be filed.

In addition to visits, periodic letters regarding the status of the case would be good "grievance prevention" and would serve to keep your client informed. Speaking with family members must be resolved on an individual basis. I believe that it is wise to keep family informed of court dates and other scheduling information. I always found that a family could be a good source of support when dealing with a client. There are cases, however, when the opposite is true. Naturally, attorney/client communications must be safeguarded.

I get many letters from defendants that are unhappy with the attorney that has been assigned. My policy is to contact the attorney, send or fax a copy of the letter received and ask for a reply. I do write back to defendants. Your response is necessary.

I am very disinclined to change counsel but there are instances where it is necessary. If you have a breakdown in the attorney/client relationship, please contact me. Do not wait until a

5

**PATERNITY CASES - MILITARY**

If you get assigned to a paternity case with the defendant in the US Military Service, please talk to Mary about the manner in which you get paid. We don't get a lot of these cases, however, the billing procedure is different than the customary indigent case.

6



**8<sup>TH</sup> CIRCUIT COURT APPOINTED ATTORNEY LIST - MONTCALM COUNTY**

|                    |        |
|--------------------|--------|
| Michelle Cooper    | P71863 |
| Adam Eggleston     | P70508 |
| Keeley Heath       | P68661 |
| C. Erik Holt       | P61679 |
| Dianne Longoria    | P64170 |
| Michelle Lyons     | P66170 |
| Randy Norton       | P62523 |
| Cheeri McDonald    | P63101 |
| Dennis Moore       | P37438 |
| James Mullendore   | P25203 |
| John Raven         | P26896 |
| Tami Shaw          | P71743 |
| Lori Shearer       | P61064 |
| <hr/>              |        |
| Monica Tissue-Daws | P54434 |
| <hr/>              |        |
| Thomas Wilson      | P30894 |

**ATTORNEYS ARE PAID AT THE RATE OF \$55.00 PER HOUR OR \$65.00 PER HOUR IF THE DEFENDANT IS ALREADY AN INMATE.**

**Appointed Attorney List**

|                   |        |
|-------------------|--------|
| Daniel Balice     | P37946 |
| Gail Benda        | P43721 |
| Thomas Chadwick   | P63397 |
| Karen Constantine | P55295 |
| Walter Downes     | P38411 |
| Patrick Duff      | P35011 |
| Patricia Eppler   | P48722 |
| Erin Weller       | P72096 |
| S. Tutt Gorman    | P72943 |
| Mike Honeywell    | P70342 |
| Bruce Lincoln     | P32416 |
| Eric Matwiejczyk  | P46222 |
| Lawrence McKaig   | P24014 |
| David Mierendorf  | P45853 |
| Betsy Miller      | P54929 |
| Randy Norton      | P62523 |
| Kevin Petersen    | P68575 |
| Anthony Snyder    | P69289 |
| Judy Swartz       | P55870 |
| Daniel Templin    | P30273 |
| Evonne Ulmer      | P56708 |
| Sandra Vanderhyde | P73542 |
| William Van Eck   | P23904 |
| Jeffrey Winters   | P49539 |

Attorneys paid \$55/hr

Attorneys appointed to prisoners paid \$65/hr

**STATE OF MICHIGAN  
9<sup>TH</sup> CIRCUIT COURT  
KALAMAZOO COUNTY****FELONY APPELLATE COUNSEL  
2012 FEE SCHEDULE****FEE SCHEDULE**

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

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

|  |           |             |
|--|-----------|-------------|
| Cases in which a trial was held .....                                      | \$1600.00 | maximum fee |
| Cases in which defendant entered a plea .....                              | \$ 500.00 | maximum fee |
| Rate for professional services (record review, brief prep, etc).....       | \$ 45.00  | per hour    |
| Rate for time spent in travel (to/from client visit or court hearing)..... | \$ 12.00  | per hour    |
| • Travel time must be noted separately from other hours reported.          |           |             |
| Mileage reimbursement.....   | \$ .30    | per mile    |
| Photocopies.....   | \$ .10    | per copy    |
| Other expenses reimbursed at cost (parking, postage, etc)                  |           |             |

Felony List Only

10th Circuit Court

10

Saginaw

GENA AMOS  
2215 E. GENESEE  
SAGINAW, MI 48601

MICHAEL HUFFMAN  
P.O. BOX 6884  
SAGINAW, MI 48608

THOMAS BASNER  
610 AMES  
SAGINAW, MI 48602

ANDREA LABEAN  
803 COURT ST.  
SAGINAW, MI 48602

GEORGE BUSH\*  
723 WILLIAMS  
SAGINAW, MI 48602

LAURENCE LONG\*  
2583 E. LAPORTE RD.  
HEMLOCK, MI 48626

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

JOSEPH LUPLOW  
314 N. MICHIGAN ST. 4  
SAGINAW, MI 48602

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

TIMOTHY LYNCH  
2475 MIDLAND RD.  
SAGINAW, MI 48603

GEORGE DEWIT  
5215 SHATTUCK  
SAGINAW, MI 48603

KATHLEEN MAINE  
617 W. REMINGTON  
SAGINAW, MI 48602

MATTHEW FREY  
802 CASS ST.  
SAGINAW, MI 48602

JAMES PIAZZA\*  
803 COURT ST.  
SAGINAW, MI 48602

JAMES F. GUST\*  
611 S. MICHIGAN  
SAGINAW, MI 48602  
(CAPITAL CASES ONLY)

STEPHEN SEMAN  
1002 S. MICHIGAN  
SAGINAW, MI 48602

ELDOR HERRMANN\*  
1813 COURT ST.  
SAGINAW, MI 48602

KEITH SKUTT  
P.O. BOX 5677  
SAGINAW, MI 48602

KIM HIGGS\*  
1001 CENTER AVENUE  
BAY CITY, MI 48708

RANDALL P. SMITH  
803 COURT  
SAGINAW, MI 48602  
MICHAEL SOVANSKY  
2475 MIDLAND RD.  
SAGINAW, MI 48603

JONATHAN HUFFMAN\*  
P.O. BOX 6884  
SAGINAW, MI 48708

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

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

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

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

GUST TRIANTAFILLOU  
255 N. CENTER  
SAGINAW, MI 48638

WILLIAM WHITE\*  
804 S. HAMILTON  
SAGINAW, MI 48602

\*INCLUDES CAPITAL APPT.  
UPDATED 12/28/2011

MISDEMEANOR LIST - 70<sup>TH</sup>  
JUDICIAL DISTRICT COURT

SAGINAW, MI 48602

GENA AMOS  
2215 E. GENESEE  
SAGINAW, MI 48601

TIMOTHY LYNCH  
2475 MIDLAND RD.  
SAGINAW, MI 48603

GEORGE BUSH  
723 WILLIAMS  
SAGINAW, MI 48602

KATHLEEN MAINE  
617 W. REMINGTON  
SAGINAW, MI 48602

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

JAMES PIAZZA  
803 COURT ST.  
SAGINAW, MI 48602

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

STEPHEN SEMAN  
1002 S. MICHIGAN  
SAGINAW, MI 48602

GEORGE DEWIT  
5215 SHATTUCK  
SAGINAW, MI 48603

KEITH SKUTT  
P.O. BOX 5677  
SAGINAW, MI 48602

MATTHEW FREY  
802 CASS ST.  
SAGINAW, MI 48602

RANDALL P. SMITH  
803 COURT  
SAGINAW, MI 48602

ELDOR HERRMANN  
1813 COURT ST.  
SAGINAW, MI 48602

MICHAEL SOVANSKY  
2475 MIDLAND RD.  
SAGINAW, MI 48603

DAVID HOFFMAN  
200 ST. ANDREWS RD.  
SAGINAW, MI 48638

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

JONATHON HUFFMAN  
4855 STATE ST. STE. 4  
P.O. BOX 6884  
SAGINAW, MI 48608

PHILIP STURTZ  
608 S. MICHIGAN  
SAGINAW, MI 48602

MICHAEL HUFFMAN  
P.O. BOX 6884  
SAGINAW, MI 48608

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

ANDREA LABEAN  
803 COURT ST.

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

GUST TRIANTAFILLOU  
255 N. CENTER  
SAGINAW, MI 48638

WILLIAM WHITE  
804 S. HAMILTON  
SAGINAW, MI 48602

MISDEMEANOR LIST  
UPDATED 12/28/2011

November 29, 2011

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

LIST OF ATTORNEYS TAKING CRIMINAL ASSIGNMENTS

**Mr. Kirt Harmon (P53896)**

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

**Mr. Derek G. Swajanen (P57049)**

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

**Mrs. Kathryn Denholm (P60357)**

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

**Mr. Brian A. Chard (P40657)**

Attorney at Law  
414 E. Avenue C  
Newberry, MI 49868  
(906) 293-1396

**Mr. Chad W. Peltier (P60090)**

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

**Mr. Andrew Jones (P71507)**

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

**Mr. Michael B. Winnick (P43357)**

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

**Ms. Jayne E. Mackowiak (P37383)**

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

**Mr. Dominic Andriacchi (P35442)**

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

**Mr. George W. Hyde III (P46885)**

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

**Mr. J. Stuart Spencer (P45315) (Mackinac County Public Defender)**

Attorney at Law  
541 S Hill Island Road  
Cedarville, MI 49719  
(906) 484-2771

**Mr. Joshua B. Freed (P73676)**

Attorney at Law  
P.O. Box 74  
7740 State Highway M123  
Newberry, MI 49868  
(906) 293-3668

**Mr. Brian D. Rahilly (P74065)**

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

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



**BARAGA COUNTY**  
**INDIGENT CRIMINAL DEFENSE CONTRACT**

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

1. **Attorney:**

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

2. **Services Covered:**

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

3. **Services Excluded**

The following services are excluded from this contract:

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

4. **Representation:**

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

This includes preparation of all briefs, documents, letters, research and any and all things regarded as adequate representation of the indigent party.

5. **Indigent Persons:**

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

6. **Supervisory Authority:** Insofar as compatible with MCR 6.005(I):

- a. The presiding Judge of the 12<sup>th</sup> Judicial Circuit shall be the supervising authority of this contract as it relates to Circuit Court proceedings.
- b. The presiding Judge for the 97<sup>th</sup> Judicial District Court shall be the supervising authority of this contract as it relates to district court proceedings.

7. **Conflict of Interest:**

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

8. **Duration:**

The minimum duration of this contract shall be from October 1, 2011 through September 30, 2012. It is expressly understood that this agreement shall not automatically expire on September 30, 2012. On or about October 1, 2011, this agreement shall:

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

9. **Payment for Services:**

The COUNTY shall pay the named ATTORNEY the total annual sum of TWENTY SEVEN THOUSAND (\$27,000.00) AND NO/100 DOLLARS for the period from October 1, 2011 through September 30, 2012. The COUNTY agrees to pay the named ATTORNEY this contract sum in equal installments convenient with its accounting systems but no less than monthly. This installment payment sum shall be:

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

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

10. **Costs and Expenses:**

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

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

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

11. **Malpractice Insurance:**

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

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

12. **Non-Privileged Information:**

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

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

13. **Record Keeping and Information Access:**

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

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

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

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

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

14. **Notice to Attorney:**

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

15. **Contract Modifications:**

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

16. **Contact Disputes:**

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

17. **Termination of Contract:**

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


All cases assigned prior to termination without cause, shall be completed pursuant to the CONTRACT without compensation other than that provided for in this CONTRACT. All cases assigned to named ATTORNEY, DAVID M. GEMIGNANI, P.C., prior to October 1, 2011, but not concluded until after September 30, 2012, shall be compensated through and to conclusion according to the terms of appointment policy in effect at the time of appointment, notwithstanding the fact that a portion of the services are rendered in the year 2012 or after, and are specifically not covered by this CONTRACT.


Dated this 9 day of September, 2011.

ATTORNEY:

  
\_\_\_\_\_  
DAVID M. GEMIGNANI, P.C.  
BY: DAVID M. GEMIGNANI

COURT:

  
\_\_\_\_\_  
BY: 12<sup>th</sup> Circuit Court Judge  
Hon. Charles R. Goodman

  
\_\_\_\_\_  
BY: 97<sup>th</sup> District Court Judge  
Hon. Mark A. Wisti

COUNTY: Baraga County Board of Commissioner

By:   
\_\_\_\_\_

**Marla McCowan**

---

**From:** Julie Carlson [keweenawclerk@pasty.net]

**Sent:** Tuesday, January 17, 2012 11:02 AM

**To:** Marla McCowan

**Subject:** Keweenaw List of Attorneys

We are still paying \$55 per hour and we do not have a contract. Normally, there are still the following attorneys that have been appointed: Nicholas Daavettila, David Gemignani, and Pamela Dobbs. I hope this helps you out because this is all we have. The Judge looks at availability of attorneys and tries to spread out the appointments.

Julie A. Carlson  
Keweenaw County Clerk & Register of Deeds  
5095 Fourth Street  
Eagle River, MI 49950  
906-337-2229  
906-337-2795 fax

**HOUGHTON COUNTY**  
**INDIGENT CRIMINAL DEFENSE CONTRACT**

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

**1. Attorney:**

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

**2. Services Covered:**

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

**3. Services Excluded:**

The following service are excluded from this contract:

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

**4. Representation:**

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

This includes preparation of all briefs, documents, letters, research and any and all things regarded as adequate representation of the indigent party.

5. **Indigent Persons:**

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

6. **Supervisory Authority:** Insofar as compatible with MCR 6.005(I):

- a. The presiding Judge of the 12<sup>th</sup> Judicial Circuit shall be the supervising authority of this contract as it relates to Circuit Court proceedings.
- b. The presiding Judge for the 97<sup>th</sup> Judicial District Court shall be the supervising authority of this contract as it relates to district court proceedings.

7. **Conflict of Interest:**

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

8. **Duration:**

The minimum duration of this one-year contract shall be from March 1, 2011 through February 29, 2012. It is expressly understood that this agreement shall not automatically expire on March 1, 2012. On or about March 1, 2012, this agreement shall:

- a. Be renewed after evaluation and any modification by the parties, or,
- b. Be extended as is if no other action is taken; or,



- c. Be terminated as later provided for in this agreement.

9. **Payment for Services:**

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

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

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

10. **Costs and Expenses:**

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

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

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

11. **Malpractice Insurance:**

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

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

12. **Non-Privileged Information:**

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

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

13. **Record Keeping and Information Access:**

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

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

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

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

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

14. **Notice to Attorney:**

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

15. **Contract Modifications:**

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

16. **Contract Disputes:**


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

17. **Termination of Contract:**


Any party may terminate this CONTRACT immediately and at any time for good cause, unethical conduct, or a violation of this CONTRACT's terms. Any party may terminate the CONTRACT without cause by 90 days written notice at any time after this CONTRACT has been in effect for nine months or more. All cases assigned prior to termination without cause, shall be completed pursuant to the CONTRACT without compensation other than that provided for in this CONTRACT. All cases assigned to named ATTORNEY, DAVID M. GEMIGNANI, P.C., prior to March 1, 2011, but not concluded until after February 29, 2012, shall be compensated through and to conclusion according to the terms of appointment policy in effect at the time of appointment, notwithstanding the fact that a portion of the services are rendered in the year 2012 or after, and are specifically not covered by this CONTRACT.

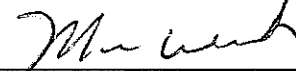
Dated: 2-11, 2011

ATTORNEY:

  
\_\_\_\_\_  
DAVID M. GEMIGNANI, P.C.  
BY: DAVID M. GEMIGNANI,  
President

COURT:

  
\_\_\_\_\_  
BY: 12<sup>th</sup> Circuit Court Judge  
Hon. Charles R. Goodman

  
\_\_\_\_\_  
BY: 97<sup>th</sup> District Court Judge  
Hon. Mark A. Wisti

COUNTY: Houghton County Board of Commissioners

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**STATE OF MICHIGAN**

MICHAEL E. KOBZA HALL OF JUSTICE

14TH JUDICIAL CIRCUIT COURT

990 TERRACE STREET

MUSKEGON, MICHIGAN 49442

WILLIAM C. MARIETTI  
CIRCUIT JUDGETELEPHONE (231) 724-3493  
FAX (231) 724-6688

December 12, 2011

Marla Rose McCowan  
CDRC Manager  
State Appellate Defender Office  
Penobscot Bldg., Suite 3300  
Detroit, MI 48226

Re: Contract Defenders

Dear Ms. McCowan:

Pursuant to your recent request, the following is a list of the attorneys assigned to criminal cases in our county.

**Circuit Court**

Alvin E. Swanson - Hon. James M. Graves  
Fred J. Lesica - Hon. Timothy G. Hicks  
J. Christopher Wilson - Hon. William C. Marietti

**District Court**

Mary E. Farrell - Hon. Harold F. Closz, III  
Manda Mitteer - Hon. Michael J. Nolan  
James A. Marek - Hon. Maria Ladas-Hoopers  
Brian E. Hosticka - Hon. Andrew Wierengo, III  
Joseph A. Fisher - felony cases

Very truly yours,

  
William C. Marietti  
Circuit Judge

PUBLIC DEFENDER CONTRACT – BRANCH COUNTY  
2011 and 2012

1. Subject to the exclusions mentioned hereafter, this Contract is for providing legal representation to indigent defendants in criminal matters brought before the District and Circuit Courts in Branch County for the years 2011 and 2012.

2. The parties to the contract are:

The County of Branch;

The Fifteenth Judicial Circuit Court;

The Third Judicial District Court, Branch County;

Eric Goodwin, Attorney at Law;

William D. Renner, II, Attorney at Law  
for Renner & Renner, P.L.C.

Ralph Kimble, II, Attorney at Law  
for Kimble & Kimble, PLLC.

3. The offices of Eric Goodwin, William D. Renner, II, of Renner & Renner, P.L.C., and Ralph Kimble II, of Kimble & Kimble, PLLC, will provide legal services to individuals who are determined to be indigent and in need of legal representation by the Judges of the Third Judicial District Court and the Fifteenth Judicial Circuit Court.

Legal services will be solely provided by: Eric Goodwin, Ralph Kimble II and William D. Renner II. Other attorneys from the law firms with which this County contracts may assist in the representation of indigent defendants only upon permission from the Court prior to the proceeding.

4. The County of Branch shall be responsible for the payment of such sums as hereafter delineated.

5. The Attorneys agree to represent such individuals as are assigned them by the Courts in the following proceedings:

- (a). Felony matters, from the point in the proceedings that they are appointed, through sentencing; including preliminary examinations, arraignments, pretrial hearings and conferences, motions, trial, and sentencing.
- (b). Misdemeanors, from the point in the proceedings that they are appointed, through sentencing, including arraignment, pretrial hearings and conferences, motions, trials, and sentencing.
- (c). Lineups and custodial interrogation.
- (d). Extradition proceedings.
- (e). Revocation of probation proceedings.
- (f). Paternity proceedings in which the question of paternity is at issue.
- (g). Violations of Personal Protection Orders up to (5) five per year per attorney. Any additional appointments will be paid at the rate of \$100.00 per appointment upon completion.
- (h). Bench Warrant proceedings after arraignment where criminal contempt is charged and when a jail sentence is likely.
- (i). Any and all proceedings where right of counsel is required to preserve the rights of the defendant.

All representation by signatory counsel shall be performed in a professional and appropriate manner and with due consideration for the constitutional rights and reasonable expectations of indigent clients.

Pretrial conferences shall be conducted in a meaningful and timely manner with reasonable and appropriate consultation with the indigent client(s) and a representative of the Prosecutor's office.

Unnecessary adjournments and delay of any given case shall be avoided.

***For District Court Cases:*** Offers to resolve the case shall be communicated to the client(s) in such a manner that the trial court will know, not later than 2:00 pm the last business day before trial is scheduled, whether or not the jury should be called in.

6. The following are expressly excluded from this contract:

- (a). Appeals from the conviction or sentence in the District or Circuit Courts.
- (b). Matters pertaining to the non-payment of child support, unless charged as a criminal offense.
- (c). Representation of prisoners located in facilities under the jurisdiction of the Department of Corrections in Branch County, whether for administrative hearings, parole hearings, proceedings which resulted in incarceration, or for crimes committed by any prisoner, either on or off the location of the facility.

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7. Branch County shall pay to said attorneys the following sums:

- (a). In each year, 2011 and 2012, the sum of \$86,125.00 to Attorney Eric Goodwin; the sum of \$43,062.50 to Attorney William D. Renner, II, of Renner & Renner, P.L.C., and the sum of \$43,062.50 to the law firm of Kimble & Kimble, PLLC, which is paid monthly, at the

end of each month. The total amount to be paid each year will be \$172,250.00.

- (b). That Attorney Eric Goodwin shall be appointed to one-half (1/2) or fifty (50%) percent of those individuals requiring a court appointed attorney, and William D. Renner, II, of Renner & Renner, P.L.C., and the law firm of Kimble & Kimble, PLLC, shall each be appointed to one-quarter (1/4) or twenty-five (25%) percent of those individuals requiring a court appointed attorney.
- (c). In addition to the sums which are specified above, in any **Capital** case (defined as a case in which the defendant may Receive as a sentence, life imprisonment, prior to any Sentence enhancement as an habitual criminal) or **major drug case** (defined as being one in which the mandatory minimum, as charged, is ten (10) years or greater) whether tried or not, the court may, in the Court's discretion, because of extraordinary commitments of time and/or extraordinary complexity, order additional fees in the same amount as is paid by the court for criminal appointments outside the contract for those hours spent in preparation, trial, research, investigation, plea negotiations, and taking of a plea, which are in excess of fifteen (15) hours, for any such case.
- (d). In other matters in which there are extraordinary commitments of time, or of extraordinary complexity, the Court, may upon the request of the Attorney, order such fees as in the Court's discretion, may be warranted.
- (e). All reasonable and necessary expenses, including, but not limited to, witness fees; transcript fees; mileage; certified copy fees; and telephone expenses.

8. The Attorneys agree to maintain professional liability insurance and agree to hold the County harmless on any liability which may arise from this contract.



9. In the event of multiple defendants, or where a conflict of interest arises in which none of the named Attorneys can defend a particular indigent, the Court may appoint such other counsel as may be necessary to fulfill the individual's constitutional right to appointed counsel.

10. The Attorneys are not employees of the county, and the county shall not be liable for withholding of taxes, state or federal, either for the Attorneys or for their employees.

11. This contract may be terminated as follows:

- (a). By the Court, if in the opinion of the District and/or Circuit Judge, the Attorney's, individually or collectively, have not carried out the terms of the contract in a way which meets the standards set by the Court. The Court shall provide thirty (30) days written notice of the intent to terminate, specifying the actions which provide a basis for such termination.
- (b). By an Attorney, on thirty (30) days written notice that he/they will no longer provide the services set forth in this contract.
- (c). Upon termination for any reason, the Attorneys may, at the discretion of the Judges continue to represent the person(s) to which they have already been appointed until final disposition with compensation for said continuing services to be agreed upon between the Court and the Attorney.
- (d). If, at the end of this contract, there remain cases which have not reached a conclusion, then, at the discretion of the Judge having jurisdiction over the case, the Attorneys may be continued until such conclusion, or substitute counsel appointed to finish the case until conclusion, with compensation for said cases to be agreed upon between the Judge and the Attorney.

For the County of Branch:

Dale Surft  
Branch County Board of  
Commissioners

Signed this 25 day of  
January, ~~2010~~  
2011

Teresa Kubasiak  
Teresa Kubasiak, County Clerk  
Branch County, Michigan

Signed this 27 day of  
January, ~~2010~~  
2011

Eric Goodwin  
Eric Goodwin, Attorney at Law

Witnessed by:

[Signature]

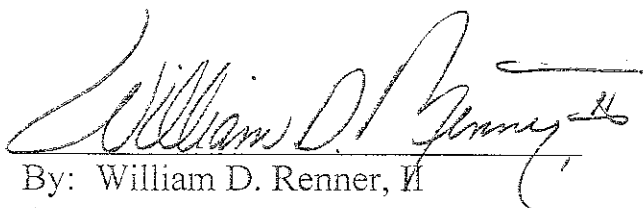
Witnessed by:

[Signature]

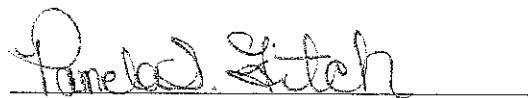
Witnessed by:

Pamela S. Gitch

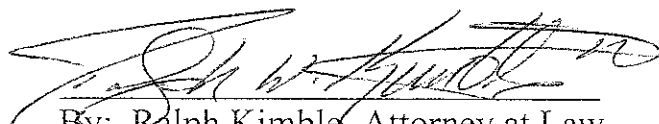
RENNER & RENNER, P.L.C.

  
By: William D. Renner, II  
Attorney at Law

Witnessed by:




KIMBLE & KIMBLE, PLLC

  
By: Ralph Kimble, Attorney at Law

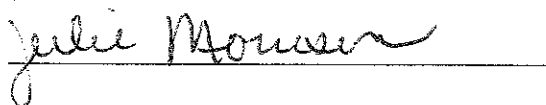
Witnessed by:




For the Third District Court:

  
Brent R. Weigle, District Judge

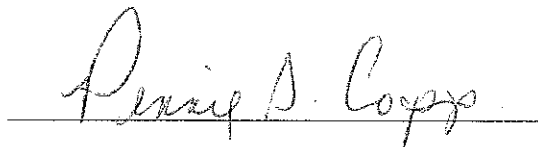
Witnessed by:



For the Fifteenth Circuit Court:

  
P. William O'Grady, Circuit Judge

Witnessed by:





16

# Macomb County Circuit Court

40 N. Main Street, Mt. Clemens, MI 48043 - (586) 469-5164

## *Circuit Judges*

PETER J. MACERONI  
MARY A. CHRZANOWSKI  
MARK S. SWITALSKI, Chief Judge  
EDWARD A. SERVITTO, JR.  
RICHARD L. CARETTI  
MATTHEW S. SWITALSKI  
DIANE M. DRUZINSKI, Chief Judge Pro Tem  
TRACEY A. YOKICH  
JOHN C. FOSTER  
DAVID F. VIVIANO  
TRACEY A. YOKICH  
KATHRYN A. VIVIANO  
JAMES M. BIERNAT, JR.

## *Clerk of the Court*

CARMELLA SABAUGH

## *Court Administrator*

JENNIFER M. PHILLIPS

## *Deputy Court Administrator*

JOHN D. BRENNAN

## *Chief Judicial Aide*

PAULA VERTICCHIO

December 20, 2011

State Appellate Defender Office  
Attn: Marla Rose McCowan, CDRC Manager  
Penobscot Bldg., Suite 3300  
645 Griswold  
Detroit, MI 48226-4281

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

Dear Ms. McCowan:

Per your request, the following documents are attached for your records:

1. Macomb County Circuit Court Local Administrative Order 2010-1
  - a. In re: Appointment of Counsel for Indigent Parties
2. Indigent Fee Schedule
3. Criminal Attorney Lists (A, B, C)

If you need additional information, please call me at (586) 469-5241.

Sincerely,

Paula Verticchio  
Chief Judicial Aide

Enclosures

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Hon. James Spier - Hon. Alton Noe - Hon. Howard Carroll - Hon. George Deneweth - Hon. Edward Gallagher - Hon. Frank Jeannette - Hon. Waltar Cynar  
Hon. Raymond Cashen - Hon. Hunter Stair - Hon. Robert Chrzanowski - Hon. Kenneth Sanborn - Hon. James Daner - Hon. John Roskopp  
Hon. Lawrence Zatkoff - Hon. Kathleen Jansen - Hon. John Bruff - Hon. Michael Schwartz - Hon. Frederick Balkwill - Hon. Deborah Servitto  
Hon. George Steeh - Hon. George Montgomery - Hon. Lido Bucci - Hon. James M. Biernat, Sr. - Hon. Donald Miller - Hon. Antonio Viviano

# INDIGENT FEE SCHEDULE

## MACOMB COUNTY CIRCUIT COURT

### A. Purpose of Schedule

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

### B. Who May Be Appointed

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

### C. Request For Payment

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

### D. Habitual Charges

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

**E. Other and Extraordinary Services**

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

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

1. Initial Preparation of a file, including interview, research, investigation and bill of particulars (*this fee does not apply to line-ups, appeals or probation violation proceedings*) \$100.00
2. Line Up  

|                      |          |
|----------------------|----------|
| In Macomb County     | \$ 50.00 |
| Out of Macomb County | \$100.00 |
3. Waiver of Preliminary Examination \$ 50.00
4. Plea or dismissal instead of Preliminary Examination \$100.00
5. Preliminary Examination  

|          |                  |          |
|----------|------------------|----------|
| Half Day | Non-Capital case | \$125.00 |
| Half Day | Capital case     | \$150.00 |
| Full Day | Non-Capital case | \$175.00 |
| Full Day | Capital case     | \$200.00 |
6. Waiver of Circuit Court Arraignment \$ 50.00
7. Circuit Court Arraignment/First Conference \$100.00
8. Pretrial conference actually conducted \$ 75.00
9. Appearance resulting in remand to district court \$ 50.00

|     |  |          |
|-----|--|----------|
| 10. | Motions  |          |
|     | Wade, Walker, Expert Witnesses, HYTA/7411,<br>Remand to District Court, Withdraw/Withdraw of Plea,<br>In Limine, Forensic, Discovery, Quash, Suppress and<br>Other Motions | \$ 50.00 |
| 11. | Research in support of a motion which requires research  | \$125.00 |
| 12. | Oral argument on motion  | \$ 75.00 |
| 13. | Conducting evidentiary hearing<br>(circuit court, with witness(es) per half-day)   | \$100.00 |
| 14. | Adjournment of any scheduled event not attributable to appointed<br>counsel where counsel actually appeared  | \$ 50.00 |
| 15. | Guilty plea in circuit court (including all preparation, research,<br>Deviation request, etc.)   |          |
|     | Non Capital  | \$250.00 |
|     | Capital  | \$350.00 |
| 16. | Circuit Court trial or dismissal on day of trial (includes preparation<br>and appearance per day)  |          |
|     | Non-Capital (FH) Case (per diem)   | \$350.00 |
|     | Capital (FC) Case (per diem)   | \$500.00 |
| 17. | Advisory or Paternity Trial Counsel  |          |
|     | Half-Day (per diem)  | \$100.00 |
|     | Full-Day (per diem)  | \$200.00 |
| 18. | Sentencing on day of plea (Circuit and District Courts)<br>in addition to plea fee   | \$ 50.00 |
| 19. | Sentencing on subsequent   | \$100.00 |
| 20. | Deferred sentence or review of plea taken under advisement   | \$100.00 |
| 21. | Probation Violation proceeding (including preparation, appearance<br>and sentence)   | \$125.00 |
| 22. | Domestic Hearing ( <i>no initial preparation fee</i> )   | \$100.00 |

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

### **SIMULTANEOUS SERVICES**

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

The full amount of the fee schedule is paid for the 1<sup>st</sup> case

The amount of the fee schedule is reduced by 50% for the 2<sup>nd</sup> case

The amount of the fee schedule is reduced by 75% for the 3<sup>rd</sup> case

No additional compensation is given for the 4<sup>th</sup> or any other additional simultaneous cases.

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

### **APPEALS**

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



STATE OF MICHIGAN  
MACOMB COUNTY CIRCUIT COURT

In re: Appointment of Counsel  
for Indigent Parties

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Administrative Order 2010 – 1

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

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

Those who are willing to represent individuals in domestic relations proceedings where counsel needs to be appointed by law.
  - C. Juvenile Division Assignment List, with the following sub-lists:

Those who are willing to represent persons in:

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

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

### III. Method of Selecting Attorneys for the Assignment Lists

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

### IV. General Rules

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

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

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

#### V. Nature of Appointments and Substitutions

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

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

## VI. Qualifications

### A. Qualifications for the Civil/Criminal Division List

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

### B. Qualifications for the Family Division List

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

### C. Qualifications for the Juvenile Division List

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

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

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

D. Qualifications for the Diversion Assignment List

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

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

VII. Process for Appointment of Counsel to Cases

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

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

#### VIII. Repayment of Appointed Counsel Costs

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

#### IX. Compensation of Counsel

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

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

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

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

I. Extraordinary Services

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

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

X. Reviewing Performance, Sanctioning and Removing Counsel from Lists

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

XI. Appeal

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



XII. Appellate Appointments

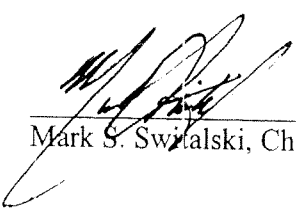
Attorneys are appointed to work on criminal appeals under the rules of the Michigan Appellate Assigned Counsel System (MAACS). Request for payment for work on appeals are to be submitted on the forms supplied by the Michigan Appellate Assigned Counsel System. Attorneys are compensated at an hourly rate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

XIII. Maintenance of Records

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

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

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



Mark S. Switalski, Chief Judge

Dated: 2-18-10

Search Criteria

Group GROUP LEVEL A  
 Attorney Name

Case

Information

AC Case Number  
 Associated Case  
 Number  
 Docket Code  
 Judge

Search Results

| Group         | Atty Name             |
|---------------|-----------------------|
| GROUP LEVEL A | FREERS, STEVEN G.     |
| GROUP LEVEL A | GARON, DANIEL N.      |
| GROUP LEVEL A | GLANDA, RICHARD W.    |
| GROUP LEVEL A | GOLDSTEIN, RONALD A.  |
| GROUP LEVEL A | HADDAD, MARK C.       |
| GROUP LEVEL A | HARADHVALA, ADIL N.   |
| GROUP LEVEL A | KOHLER, R. TIMOTHY    |
| GROUP LEVEL A | KOSMALA, JOSEPH R.    |
| GROUP LEVEL A | LANG, ROBBIE D.       |
| GROUP LEVEL A | RABAUT, STEPHEN T.    |
| GROUP LEVEL A | RODNICK, RANDY C.     |
| GROUP LEVEL A | SHEIKH, AZHAR H.      |
| GROUP LEVEL A | STEINBERG, MICHAEL L. |
| GROUP LEVEL A | SWANSON, MARK J.      |
| GROUP LEVEL A | VERNIER, KENNETH D    |
| GROUP LEVEL A | ZAIDAN, LOUIS         |
| GROUP LEVEL A | BARKOVIC, TIMOTHY S.  |
| GROUP LEVEL A | CASSIDY, PAUL A.      |
| GROUP LEVEL A | CHADWICK, MARK A.     |
| GROUP LEVEL A | COJOCAR, JEFFERY A.   |
| GROUP LEVEL A | ERWIN, SALLE A.       |

Search Criteria

Group

GROUP LEVEL B

Attorney Name

Case

Information

AC Case Number  
Associated Case  
Number  
Docket Code  
Judge

Search Results

| Group         | Atty Name                    |
|---------------|------------------------------|
| GROUP LEVEL B | BRANCH, WILLIAM F.           |
| GROUP LEVEL B | BRENNAN, JAMES P.            |
| GROUP LEVEL B | BRENNAN, THOMAS M.           |
| GROUP LEVEL B | BROWN, KIMBERLY T.           |
| GROUP LEVEL B | BUCZKOWSKI, LEONARD J        |
| GROUP LEVEL B | BUTLER, MARK G.              |
| GROUP LEVEL B | CASTKA, NICOLE L             |
| GROUP LEVEL B | CHURIKIAN, SAMUEL J.         |
| GROUP LEVEL B | CISKE, KURT J.               |
| GROUP LEVEL B | COLTHIRST, JENNIPHER L.M.    |
| GROUP LEVEL B | COOK, DONALD R.              |
| GROUP LEVEL B | COOPER, PATRICIA M.          |
| GROUP LEVEL B | CZECH, CYNTHIA RAFAILL       |
| GROUP LEVEL B | DECKER, GERALD L.            |
| GROUP LEVEL B | DONOVAN, STEPHEN G.          |
| GROUP LEVEL B | DORF, JOEL M.                |
| GROUP LEVEL B | DUNN, SUSAN L                |
| GROUP LEVEL B | EBERHARD, MICHELENE          |
| GROUP LEVEL B | FALLER, DAVID                |
| GROUP LEVEL B | FANNING, ANDREA M.           |
| GROUP LEVEL B | FEMMININEO JR, JACOB MICHAEL |
| GROUP LEVEL B | FERRY, GERALD F.             |
| GROUP LEVEL B | FROBERGER, CHARLES A         |
| GROUP LEVEL B | FROBERGER, MATTHEW N         |
| GROUP LEVEL B | FRONTCAK, FRANK M.           |
| GROUP LEVEL B | GALVIN, PATRICIA ROSSI       |
| GROUP LEVEL B | GARRISON, TREVOR B.          |
| GROUP LEVEL B | GEORGE, JACQUELINE           |
| GROUP LEVEL B | GIBBS, MICHAEL A.            |
| GROUP LEVEL B | GIRDWOOD, DERIK R.           |
| GROUP LEVEL B | GOODMAN-SHEIKH, SALEEMA B.   |
| GROUP LEVEL B | GRAND, CHRISTINE M.          |
| GROUP LEVEL B | GRAY, ROBERT R.              |
| GROUP LEVEL B | GRUENBURG, ROY N.            |
| GROUP LEVEL B | HAKIM, MAROUN J.             |
| GROUP LEVEL B | HARRIS, LYLE B               |
| GROUP LEVEL B | HAUGAN, DAVID R.             |
| GROUP LEVEL B | HENNIGAN, MICHAEL            |
| GROUP LEVEL B | HOM, WILTON                  |
| GROUP LEVEL B | HUNT, N. EUGENE              |
| GROUP LEVEL B | IGWE, ESTHER                 |
| GROUP LEVEL B | JOHNSON, KAREEM L.           |
| GROUP LEVEL B | KANFER, DARIN J.             |
| GROUP LEVEL B | KARASH, BRUCE A.             |
| GROUP LEVEL B | KILPATRICK, MICHEAL B.       |
| GROUP LEVEL B | KIPKE, LARRY R.              |
| GROUP LEVEL B | KOLODZIEJSKI, MATTHEW S      |
| GROUP LEVEL B | KOZAK, SCOTT C               |
| GROUP LEVEL B | KRANZ, RONALD                |
| GROUP LEVEL B | LASKA, GEORGE                |
| GROUP LEVEL B | LEMELIN, WHITNEY S           |
| GROUP LEVEL B | LEMKE, KAREN L.              |
| GROUP LEVEL B | LEWIS, PERRY W.              |
| GROUP LEVEL B | LOUISELL, PAUL C.            |
| GROUP LEVEL B | MACERONI, JAMES M            |
| GROUP LEVEL B | MACHASIC, RYAN H.            |

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| GROUP LEVEL B | MALKIEWICZ, JASON       |
| GROUP LEVEL B | MARCIL, RICHARD G.      |
| GROUP LEVEL B | MARSHALL, HUGH          |
| GROUP LEVEL B | MCCANDLISS, GLENN A.    |
| GROUP LEVEL B | MEHANNA, NIJAD G        |
| GROUP LEVEL B | MIANECKI, PETER M.      |
| GROUP LEVEL B | MORREALE, DAVID PAUL    |
| GROUP LEVEL B | NAUMENKO, L NICHOLAS    |
| GROUP LEVEL B | NORTLEY, MARK           |
| GROUP LEVEL B | PAMUKOV-MILLER, GAIL    |
| GROUP LEVEL B | PERKINS, DONALD N.      |
| GROUP LEVEL B | PIETROSKI, DAVID A.     |
| GROUP LEVEL B | PLAWECKI, JOSEPH J.     |
| GROUP LEVEL B | PLUMPE, ROBERT W.       |
| GROUP LEVEL B | RITTINGER, ELIZABETH A. |
| GROUP LEVEL B | ROONEY, JAMES B.        |
| GROUP LEVEL B | RUEMENAPP, RAYMOND V.   |
| GROUP LEVEL B | SAFFORD, BEVERLY M.     |
| GROUP LEVEL B | SAUD, ALAN J.           |
| GROUP LEVEL B | SCHAF, BRIAN J          |
| GROUP LEVEL B | SELBURN, BRIAN E.       |
| GROUP LEVEL B | SHEIKH, KHALID M.       |
| GROUP LEVEL B | SHERIGAN, ANGELA K      |
| GROUP LEVEL B | SKURAS, G. DENO         |
| GROUP LEVEL B | SMITH, KEVIN M.         |
| GROUP LEVEL B | SPITZER, THOMAS L.      |
| GROUP LEVEL B | STECHSCHULTE, GEORGE E. |
| GROUP LEVEL B | STEPEK, MARK W.         |
| GROUP LEVEL B | STOCKYJ, PAUL           |
| GROUP LEVEL B | STOTZ, THOMAS A.        |
| GROUP LEVEL B | TAYLOR, BRANDI N.       |
| GROUP LEVEL B | TOMKO, THOMAS J.        |
| GROUP LEVEL B | VERNIER, STEVEN S.      |
| GROUP LEVEL B | WALTON, MATTHEW M.      |
| GROUP LEVEL B | WASZAK, DANIEL C.       |
| GROUP LEVEL B | WOJNECKA, JEFFREY J.    |
| GROUP LEVEL B | WOMACK, MARILYN ANN     |
| GROUP LEVEL B | WOMACK JR, P. DOUGLAS   |
| GROUP LEVEL B | WOODS, DAVID G.         |
| GROUP LEVEL B | ZARANEK, ROBERT E.      |
| GROUP LEVEL B | ADAMASZEK, EARL PHILIP  |
| GROUP LEVEL B | AUSILIO, DEAN J.        |
| GROUP LEVEL B | BARRETT, MALITA L.      |
| GROUP LEVEL B | BARRETT, YVETTE M       |
| GROUP LEVEL B | BELANGER, JOHN L.       |
| GROUP LEVEL B | BINKOWSKI, ROBERT A.    |
| GROUP LEVEL B | BIRCH, GEORGE A.        |
| GROUP LEVEL B | BIRETTA, ERIC EDWARD    |
| GROUP LEVEL B | BITAR, DANIEL A         |

Search Criteria

Group

GROUP LEVEL C

Attorney Name

Case

Information

AC Case Number

Associated Case

Number

Docket Code

Judge

Search Results

Group

Atty Name

|               |                           |
|---------------|---------------------------|
| GROUP LEVEL C | BLUME, SEAN A.            |
| GROUP LEVEL C | BOLDEN, ELIZABETH V.      |
| GROUP LEVEL C | BOWDEN, JAMES T.          |
| GROUP LEVEL C | BOWSER, JAMES C.          |
| GROUP LEVEL C | BOYD III, ROBERT J.       |
| GROUP LEVEL C | BRIGHT, SCOTT E           |
| GROUP LEVEL C | BRIGUGLIO, FRANCESCO L    |
| GROUP LEVEL C | BRUSS, JEFFREY JAMES      |
| GROUP LEVEL C | BUKOWSKI, PAUL JOSEPH     |
| GROUP LEVEL C | BURDI, CAREN M            |
| GROUP LEVEL C | BUTLER, MARK T.           |
| GROUP LEVEL C | CABRAL, AILEEN I          |
| GROUP LEVEL C | CALVIN, RANDY LEE         |
| GROUP LEVEL C | CANU, ANDREW M            |
| GROUP LEVEL C | CAROLAN, R. J.            |
| GROUP LEVEL C | CHERRY, D. MICHAEL        |
| GROUP LEVEL C | CHIAMP-LITZ, DANA         |
| GROUP LEVEL C | CHRZANOWSKI, SUSAN R.     |
| GROUP LEVEL C | CHUPA, MICHAEL C.         |
| GROUP LEVEL C | CIARAMITARO III, JOSEPH P |
| GROUP LEVEL C | CICCHELLI, ERICA          |
| GROUP LEVEL C | COOK, RICHARD T.          |
| GROUP LEVEL C | COPPINS, SHAWN J.         |
| GROUP LEVEL C | CRISPIGNANI, KATHLEEN ANN |
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| GROUP LEVEL C | CROSBY, ROBERT D          |
| GROUP LEVEL C | CRUM, LINDA A             |
| GROUP LEVEL C | CRUM, MARK ANTHONY        |
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| GROUP LEVEL C | CZARNECKI II, JAMES E.    |
| GROUP LEVEL C | DANIELS, NICKOLAS A.      |
| GROUP LEVEL C | DAVIS, KAHLILIA Y.        |
| GROUP LEVEL C | DEBUSSCHERE, ANDRE G.     |
| GROUP LEVEL C | DECKER, NANCY KAY         |
| GROUP LEVEL C | DECKER, RICK ALLEN        |
| GROUP LEVEL C | DETZLER, SHERRIEE L       |
| GROUP LEVEL C | DILLON, JOHN RYDER        |
| GROUP LEVEL C | DOVITZ, DOUGLAS S.        |
| GROUP LEVEL C | EASTIN, LYNN J.           |
| GROUP LEVEL C | ELKHOURY, JOHN C          |
| GROUP LEVEL C | FEMMININEO, DAVID C.      |
| GROUP LEVEL C | FERRARA, ANDREA J         |
| GROUP LEVEL C | FISCHER, CHRISTOPHER T    |
| GROUP LEVEL C | FREERS, DANA C.           |
| GROUP LEVEL C | FREERS-COLE, ERIN E.      |
| GROUP LEVEL C | FRIEDMAN, BRADLEY J.      |
| GROUP LEVEL C | FROBERGER, ANTHONY C      |
| GROUP LEVEL C | GALEN, KATHLEEN G.        |
| GROUP LEVEL C | GALLAGHER, MARK E         |
| GROUP LEVEL C | GILLAIN, DONALD B.        |
| GROUP LEVEL C | GOETZ, J ERICH            |
| GROUP LEVEL C | GOMEZ, LEONARDO           |
| GROUP LEVEL C | GORNIK, JOHN F            |
| GROUP LEVEL C | GOZE, ERIC M.             |
| GROUP LEVEL C | GRAVING, RICHARD J.       |

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|---------------|----------------------------|
| GROUP LEVEL C | GREENBLATT, SHELDON B.     |
| GROUP LEVEL C | GRUENBURG, ROY             |
| GROUP LEVEL C | HADER, ROBERT E.           |
| GROUP LEVEL C | HAKIM, ALYIA MARIE         |
| GROUP LEVEL C | HARRISON, SANDRA A         |
| GROUP LEVEL C | HEINEN, MARK L.            |
| GROUP LEVEL C | HILGENDORF, AARON A.       |
| GROUP LEVEL C | HILL, EDWARD R             |
| GROUP LEVEL C | HILLER, JAMES R.           |
| GROUP LEVEL C | HIRSCH, JONATHAN C.        |
| GROUP LEVEL C | HLYWA, JULIE ANN           |
| GROUP LEVEL C | HOFFER, PAUL R.            |
| GROUP LEVEL C | HOFFMANN, DAWN A           |
| GROUP LEVEL C | HOGAN, JAMES T.            |
| GROUP LEVEL C | HOM, KATHERINE             |
| GROUP LEVEL C | HOYUMPA, VINCENT P         |
| GROUP LEVEL C | IRONS, ANDREA C            |
| GROUP LEVEL C | ISSHAK, ZENA               |
| GROUP LEVEL C | JANADIA, GARY D            |
| GROUP LEVEL C | JANADIA, MICHAEL K         |
| GROUP LEVEL C | JARBOU, SANDY              |
| GROUP LEVEL C | JELALIAN, JASON M.         |
| GROUP LEVEL C | JOHNSON, KEVIN C.          |
| GROUP LEVEL C | JONES, SHARON D.           |
| GROUP LEVEL C | JOSEPH, EDWARD J.          |
| GROUP LEVEL C | JUENGEL, TIMOTHY R.        |
| GROUP LEVEL C | JURCZAK, WILLIAM           |
| GROUP LEVEL C | KANER, JON C.              |
| GROUP LEVEL C | KEAST, DOUGLAS A.          |
| GROUP LEVEL C | KENNEDY II, GARY F         |
| GROUP LEVEL C | KIERPAUL, IAN              |
| GROUP LEVEL C | KITCHEN, MICHAEL ANTHONY   |
| GROUP LEVEL C | KNOCHE, JEFFREY G.         |
| GROUP LEVEL C | KORESKY, KEVIN G.          |
| GROUP LEVEL C | KROT, ALEXIS G.            |
| GROUP LEVEL C | KUSHNER, PAUL E.           |
| GROUP LEVEL C | LABUDA-SZYMANSKI, JAYNE M. |
| GROUP LEVEL C | LACEY, MICHAEL J.          |
| GROUP LEVEL C | LATRA, ADAM J              |
| GROUP LEVEL C | LEJKOWSKI, CHRISTINA M     |
| GROUP LEVEL C | LEONETTI, ROBERT A         |
| GROUP LEVEL C | LOCHBILER, STEVEN          |
| GROUP LEVEL C | LONGMAN, BRIAN MICHAEL     |
| GROUP LEVEL C | LUEDKE, SCOTT L.           |
| GROUP LEVEL C | LUNDQUIST JR, ERIC O.      |
| GROUP LEVEL C | LYNCH, KEVIN R             |
| GROUP LEVEL C | MACDONALD, LAWRENCE B.     |
| GROUP LEVEL C | MANZELLA, VINCENZO         |
| GROUP LEVEL C | MARJI, LAURA I             |
| GROUP LEVEL C | MCALPINE, WARREN E.        |
| GROUP LEVEL C | MENKEN, STEVEN A           |
| GROUP LEVEL C | MERLO, CHARLES M.          |
| GROUP LEVEL C | MERRELLI, ROBERT           |
| GROUP LEVEL C | MICHRINA, JOHN M           |
| GROUP LEVEL C | MILBRAND, DAYNA            |
| GROUP LEVEL C | MISUKEWICZ, PAUL M         |
| GROUP LEVEL C | MISURACA, ANTHONY L.       |
| GROUP LEVEL C | MORGAN, CORA L             |
| GROUP LEVEL C | NEAL, DORIS L.             |
| GROUP LEVEL C | NOVACK, GLENNA HELENE      |
| GROUP LEVEL C | NUSHAJ, RENIS              |
| GROUP LEVEL C | OGLETREE, AARON            |
| GROUP LEVEL C | PARNELL JR, JOHN R.        |
| GROUP LEVEL C | PAULL, DOLORA A.           |
| GROUP LEVEL C | PELLECCHIA, MARK A.        |
| GROUP LEVEL C | PENZIEN, CHARLES M         |
| GROUP LEVEL C | PETERS, DONALD H.          |
| GROUP LEVEL C | PETERS, JANET A            |
| GROUP LEVEL C | PETERSMARCK JR, GEORGE E.  |
| GROUP LEVEL C | PIERCE, JENNIFER L         |
| GROUP LEVEL C | PIERCE, TIMOTHY A.         |
| GROUP LEVEL C | PINSKY, STUART             |
| GROUP LEVEL C | POLLARD, JUSTIN T          |
| GROUP LEVEL C | PUTRYCUS, DAVID P          |
| GROUP LEVEL C | RABAUT, WILLIAM F.         |
| GROUP LEVEL C | RANCILIO, RACHEAL          |
| GROUP LEVEL C | RANDA, JEFFREY J.          |

|               |                            |
|---------------|----------------------------|
| GROUP LEVEL C | REAMS, DAVID A             |
| GROUP LEVEL C | REYNOLDS, RICHARD F.       |
| GROUP LEVEL C | RICKERT, DENNIS J.         |
| GROUP LEVEL C | RIDDLE, CHAD LEE           |
| GROUP LEVEL C | RUMORA, MATTHEW R.         |
| GROUP LEVEL C | SCHLAFF, JAMES B.          |
| GROUP LEVEL C | SCHMIDT, JENNIFER L.       |
| GROUP LEVEL C | SCHNEIDER, KEVIN M         |
| GROUP LEVEL C | SCHOCK, BENJAMIN A.        |
| GROUP LEVEL C | SCHUELLER, GREGORY P.      |
| GROUP LEVEL C | SCOTTA, ANTHONY J          |
| GROUP LEVEL C | SHAW, CHARLES R            |
| GROUP LEVEL C | SHINNEMAN, KYMBERLY M      |
| GROUP LEVEL C | SMITH, LARRY O.            |
| GROUP LEVEL C | SMITH, LORI                |
| GROUP LEVEL C | SOAVE, ENRICO E.           |
| GROUP LEVEL C | SPRYS, JEFFERY             |
| GROUP LEVEL C | SPRYSZAK-HANNA, MARYANNE   |
| GROUP LEVEL C | STEARNS, ROBERT R.         |
| GROUP LEVEL C | STEPHENS, ELLIOT           |
| GROUP LEVEL C | STONE, JEFFREY J.          |
| GROUP LEVEL C | STONE, KRISTIN A.          |
| GROUP LEVEL C | STREEFKERK, RYAN DANIEL    |
| GROUP LEVEL C | SUNISLOE, BRYAN A.         |
| GROUP LEVEL C | TALWAR, MANVINDER S.       |
| GROUP LEVEL C | TANIELIAN, JAMES A         |
| GROUP LEVEL C | TAYLOR, GENEVIEVE LYNN     |
| GROUP LEVEL C | TEICHMAN JR, DONALD W.     |
| GROUP LEVEL C | TEKLINSKI, MARK H.         |
| GROUP LEVEL C | TIEPPO, REBECCA S          |
| GROUP LEVEL C | TKACZYK, EVA               |
| GROUP LEVEL C | TOMLINSON, LARRY           |
| GROUP LEVEL C | TORRICE, MARK J.C.         |
| GROUP LEVEL C | TORRICE, PETER A.          |
| GROUP LEVEL C | TRIPLETT, REGINA           |
| GROUP LEVEL C | TRUBA, WILLIAM L.          |
| GROUP LEVEL C | UHLAR, CARL R              |
| GROUP LEVEL C | UNGER, N. RICK             |
| GROUP LEVEL C | VAINIK, MELISSA N.         |
| GROUP LEVEL C | VANDE VREDE, DALE K        |
| GROUP LEVEL C | VANDEVREDE, JUSTIN D       |
| GROUP LEVEL C | VANTIEM, VINCENT T         |
| GROUP LEVEL C | VERA, PHILIP G             |
| GROUP LEVEL C | VINCENTINI, LUCINDA M.     |
| GROUP LEVEL C | VITALE, ROBERT J           |
| GROUP LEVEL C | WALDHORN, KENNETH M.       |
| GROUP LEVEL C | WASSEL, IRENE S.           |
| GROUP LEVEL C | WAXENBERG, VICKI R.        |
| GROUP LEVEL C | WEBERMAN, JEFFREY S.       |
| GROUP LEVEL C | WILLIAMS, LAWRENCE A.      |
| GROUP LEVEL C | WOMACK, MICHAEL J          |
| GROUP LEVEL C | WORDEN, DAVID              |
| GROUP LEVEL C | WORTHY-WILLIAMS, SHEILA C. |
| GROUP LEVEL C | WRATHER, TIMOTHY J.        |
| GROUP LEVEL C | WRIGHT, JACQUELINE R       |
| GROUP LEVEL C | YOUNG, ARTHUR M.           |
| GROUP LEVEL C | ZALEWSKI, PAUL J           |
| GROUP LEVEL C | ZEMKE, RYAN                |
| GROUP LEVEL C | ZYBURSKI, PAUL F.          |
| GROUP LEVEL C | ABOUZEID, ZIAD N.          |
| GROUP LEVEL C | AL-AWAMLEH, ASHRAF         |
| GROUP LEVEL C | ALAQUI, GADY SAMI          |
| GROUP LEVEL C | ALAYAN, CHRISTOPHER        |
| GROUP LEVEL C | ARM, DANIEL                |
| GROUP LEVEL C | ARNONE, JOSEPH             |
| GROUP LEVEL C | ATTIA, MAYSSA              |
| GROUP LEVEL C | BACHAND, NICHOLAS J        |
| GROUP LEVEL C | BAIR, BENJAMIN G.          |
| GROUP LEVEL C | BARATTA, CHRISTOPHER R.    |
| GROUP LEVEL C | BARRABEE, JONPAUL          |
| GROUP LEVEL C | BEAUPRE, ROBERT R.         |
| GROUP LEVEL C | BECKER, STEPHEN            |
| GROUP LEVEL C | BERNIER, JOEL A            |
| GROUP LEVEL C | BIERNAT, JONATHAN C.       |
| GROUP LEVEL C | BLESSING, KATHLEEN R.      |



**FISCAL SERVICES DEPARTMENT  
PURCHASING DIVISION**

*Jon Denhof, Division Manager*

*Kent County Administration Building, 300 Monroe Avenue N.W., Grand Rapids, Michigan 49503-2289  
Phone: (616) 632-7720 • Fax: (616) 632 -7715 • Email: [purchasing@kentcountymi.gov](mailto:purchasing@kentcountymi.gov)*

SOLICITATION

|                     |  |
|---------------------|--|
| Requesting Agencies | Kent County  |
| Solicitation Type   | Request for Proposal (RFP)   |
| Solicitation Number | 986  |
| Description         | Attorney Services  |
| Date of Issuance    | 12/12/2011   |
| Open Date           | 10 AM  |
| Open Time (local)   | 10/14/2011   |
| Buyer Name:         | Brinks   |
| Purchasing Website  | <a href="http://www.accesskent.com">www.accesskent.com</a> (Departments: Purchasing) |

INTRODUCTION

The Kent County Purchasing Division is requesting proposals for 2012 attorney services for indigent parties brought before the 17<sup>th</sup> Circuit Court, both in the Criminal and Family Divisions of the Court.

SCOPE

Criminal

The Court intends to establish a contract price for defense services and contract with attorneys who agree to accept a group of cases at the contract rate. The contract will cover new felony cases only. It excludes probation violations, appeals and murder cases.

Attorneys interested in accepting appointments for new felony cases under this arrangement must agree to accept randomly drawn cases as assigned by the Circuit Court. The Court has established a rate of \$22,490 per 40 cases. Contracts for less than 40 cases will have the contract price adjusted on a prorated basis using the 40 case rate as the base. The Court will award no contracts for less than 10 cases. Contracts will be awarded to single attorney contractors only. The Court has no objections to those attorneys awarded contracts associating after the contracts are awarded for purposes of covering the contracted amounts. However, the individual contractors will be held responsible for their contracted cases. Multiple cases on the same defendant arising out of the same transaction will be counted as one felony. If there are fewer cases actually filed than contracted for by the Circuit Court, the contracts of all the attorneys will be reduced on a pro rata basis. Any decision by the Chief Judge of the Circuit Court as to the amount of reduction will be final.

Delinquency/Child Protective

The Court intends to consider for placement on its appointment list for new delinquency and child protective cases (and some other related case types) those attorneys that indicate they are interested in



accepting these appointments. Attorneys accepting appointments for all cases other than delinquency (i.e. child protective and guardian ad litem) will be compensated at a rate of \$55 per hour or, if so decided by the Court, by case event with rates yet to be determined. Delinquency appointments will be compensated by case event (with exceptions as noted) as follows:

- Preliminary Hearing - \$110.25
- Pretrial Conference - \$165.50
- Pretrial Conference with Plea - \$358.50
- Adjudication/Disposition Hearing - \$193
- Disposition Hearing - \$137.75
- Trial and Initial Dispositional Hearing - \$496 (each additional ½ day - \$137.75)
- Review Hearing - \$137.75
- Dual Wards (no event billing) - \$55 per hour
- Motion or OTSC Hearing - \$137.75
- Adjourned/Cancelled Hearings Without Notice - \$55
- Designated or Waiver Cases - \$55 per hour
- Extraordinary time over and above the payment schedule must be submitted for approval to the judge or referee who heard the matter.  
Extraordinary time as approved will be paid at \$55 per hour.

No attorney will be placed on this list if they do not indicate through this process that they want to be considered for these appointments. The appointment list for these cases is limited. Attorneys must indicate their preference for the types of cases assigned (see Preference Sheet).

Attorneys who indicate a desire to be considered for appointments for child protective cases must be willing to accept appointments for parents as well as children. It is also requested that those responding indicate a desire to be considered for appointment to pursue appeals to the Court of Appeals on family court termination of parental rights, and representation of minor females on Parental Rights Restoration Act cases.

Attorneys awarded contracts or placed on the family division appointment list will be required to show proof of professional liability insurance on themselves, applicable to the services to be rendered, of at least \$100,000 each individual and \$300,000 each occurrence for any and all liability arising through acts of the attorney under the above agreement.

#### RFP Specifications:

Responses to this Request for Proposal must include the following information:

- Name of individual attorney to be assigned cases
- Resume of participating attorney
- The number of cases interested in accepting in 2012 (criminal only)
- A statement indicating interest or non-interest in capital or murder cases – see case preference check list
- The type(s) of case wanting to be considered for appointment (family division only) – see case preference check list
- A brief statement of how cases will be covered in case of illness or other absence
- A copy of current proof of liability insurance

All attorneys responding to this proposal will be evaluated by a panel of Circuit/Family Court Judges and staff, as appropriate. Preference may be given to attorneys currently contracting with the Court or who are on the current Family Division appointment list. New attorneys to either list will be required to complete some initial training and orientation, and may, depending on the case type, also be required to develop a relationship with an attorney mentor. All attorneys on either the criminal and/or family list will be required to attend any relevant training as determined by the Court. The Chief Judge of the Circuit Court will execute the contracts.

### INQUIRIES

Questions regarding this solicitation are to be submitted on the Requests for Bids, Proposals, & Quotes or Reverse Auctions page of the Kent County Purchasing Division's website by clicking the "inquiries" icon for this solicitation posting.

From date of issuance to the award announcement, all communication (including requests for information, comments, speculation, etc.) regarding this solicitation between Kent County and the Respondent or any of their individual members, shall be formal and only with the Kent County Purchasing Division. Formal communication shall include, but not be limited to: (1) general inquiries, (2) pre-submission written questions and answers, (3) site visits, and (4) addendums addressed to contact information provided.

Kent County reserves the right to publish and respond to an inquiry, respond directly to the inquirer without publishing, or not respond to the inquiry at its sole discretion. Kent County's decision to respond or not respond to an inquiry shall not be the basis for a protest of award.

Opportunity to submit questions is provided until forty-eight (48) hours before Request for Proposal, Request for Information and Invitation for Bid opening times and twenty-four (24) hours before Request for Quote and Reverse Auction opening times. It is the Respondent's sole responsibility to monitor all inquiries to properly prepare for this solicitation.

It is the Respondent's responsibility to become familiar with and fully informed regarding the terms, conditions, and specifications of this solicitation. Lack of understanding and/or misinterpretation of any portions of this solicitation shall not be cause for withdrawal after opening or for subsequent protest of award.

### ADDENDUMS

Addendums will only be published on the Requests for Bids, Proposals, & Quotes or Reverse Auctions page of the Kent County Purchasing Division's website.

Published responses to inquiries or Kent County published comments on the Requests for Bids, Proposals, & Quotes or Reverse Auctions page of the Kent County Purchasing Division's website are hereby incorporated into the solicitation specifications in lieu of an addendum.

It is the Respondent's sole responsibility to monitor the website until forty-eight (48) hours before the scheduled opening for addendums and/or all posted responses to inquiries to properly prepare for this solicitation.

## STANDARD TERMS AND CONDITIONS

Kent County reserves the right to require that its standard terms and conditions apply to any actual order placed in response to a Respondent's submission. No attempt to modify Kent County's Standard Terms and Conditions shall be binding, absent agreement on such modification in writing and signed by Kent County. The Purchasing Standard Terms and Conditions are located on the Documents page of the Kent County Purchasing Division's website.

Each payment obligation of Kent County is conditioned upon the availability of government funds appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continuance of the services or product performed herein, either party may terminate the agreement at the end of the period for which funds are available. Kent County shall notify [other party] at the earliest possible time of the services that will or may be affected by the shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any further payments due or for any damages as a result of termination.

No payment shall be made to the Respondent for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless changes in or additions to the contract requiring additional outlay by the Respondent shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Kent County Purchasing Division.

The Respondent shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

The Respondent shall observe and comply with all applicable federal, state, and local laws, ordinances, rules and regulations which shall be deemed to include, but not be limited to, the Elliott-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act.

Kent County encourages and solicits participation of qualified minority and women businesses consistent with the principle of utilizing the most highly qualified and competitive firms.

Kent County is tax exempt. A copy of the Tax Certificate of Exemption is posted on the Documents page of the Kent County Purchasing Division's website.

Vendor Representation and Warranty Regarding Federal Excluded Parties List: The Respondent acknowledges that the County may be receiving funds from or through the Federal Government and that such funds may not be used to pay any Respondent on the Federal Excluded Parties List (EPLS). The Respondent represents and warrants to the County that they are not on the Federal EPLS. If the Respondent is in non-compliance at any time during execution or term of this agreement (including any extensions thereof), the Respondent shall be in breach and the County shall be entitled to all remedies available to it at law or equity, specifically including but not limited to recovery of all moneys paid to the Respondent, all consequential damages (including the lost of grant funding or the requirement that grant funding be returned), and attorneys fees (including the costs of in-house counsel) sustained as a result of the Respondent's non-compliance with this warranty and representation.

Insurance requirements are posted on the Documents page of the Kent County Purchasing Division's website. Document "Insurance Requirements, Standard" applies to all responses other than professional services. Document "Insurance Requirements, Professional Services" applies to professional services.

The County is primarily seeking responses which meet the solicitation specifications. Responses which do not meet these specifications will be considered if the response is marked "Alternate", the deviations from the specifications are clearly noted, and detailed alternate specifications are included to allow sufficient evaluation. In case of dispute concerning the true intent and meaning of the specifications, the County shall interpret the same, and this interpretation shall be accepted by the Seller.

The County reserves the right to terminate the contract, at its sole discretion, should the Respondent fail to provide services to the sole satisfaction of the County. No penalty shall accrue nor will the County be obligated or liable for any further payments due or for any damages as a result of termination under this agreement.

Respondent warrants that they are an authorized provider of products or services of his/her submission.

The County reserves the right to award by line item if applicable, and to accept or reject any or all parts of this request.

Kent County offers an electronic payment program with due date processing for vendors. The electronic payment program allows vendors to either expand their existing financial EDI activities, or to gain introductory experience with electronic payments. Vendors receive payment electronically in their designated account the same day payment is issued and are notified by email of the deposit.

The Respondent awarded this contract is required to apply for Electronic Fund Transfer payments. The Electronic Fund Transmission Form application is available at the following URL:  
[http://www.accesskent.com/YourGovernment/Departments/Fiscal/fiscal\\_epayment.htm](http://www.accesskent.com/YourGovernment/Departments/Fiscal/fiscal_epayment.htm)

#### MICHIGAN FREEDOM OF INFORMATION ACT

The Michigan Freedom of Information Act (FOIA) provides the public body with five (5) business days to respond to the request with a provision for an additional ten (10) day extension. The Kent County Purchasing Division may request an extension for any FOIA request received during a solicitation process. The FOIA Request Form for Purchasing is located on the Freedom of Information Act (FOIA) Requests page of Kent County's website under Online Services.

Information submitted in this solicitation is subject to the Michigan Freedom of Information Act and may not be held in confidence after the Respondent's submission is opened. A submission will be available for review after staff has evaluated it, or fifteen (15) business days after the opening date, whichever comes first.

Kent County cannot assure that any of the information submitted as part of or peripheral to the Respondent's submission will be kept confidential. Any Respondent submission language designated as confidential is considered automatically invalid and void. Kent County is subject to the Michigan Freedom of Information Act, which prohibits it from concealing information on or associated with responses, successful or unsuccessful, once they are opened.

#### INTENT

The intent of these specifications is to have a properly designed and all-inclusive response. Any requirements not in the specifications, but which are needed for such a response, are to be included in the submission.

## REQUEST FOR PROPOSAL SUBMISSION

### GENERAL INFORMATION

To be considered, complete submissions must be received in the Kent County Purchasing Division, 300 Monroe Avenue, NW, Grand Rapids, MI 49503 no later than the due date and time specified (local time).

Submissions may be submitted electronically by selecting the Submit Online icon on the Requests for Bids, Proposals & Quotes page of the Kent County Purchasing Division's website. The Respondent must include their complete proposal as an attachment to the online form containing one file in PDF format unless otherwise designated.

Kent County confirms electronic responses by email following successful submission (contact the Kent County Purchasing Division prior to solicitation opening if confirmation is not received by the Respondent). The Respondent is responsible to view the confirmation to confirm their submission is received and accessible.

The time required to upload attachments following submission may vary. The Respondent assumes all risks associated with electronic submission (including all possible technical issues) and deems the County and its service provider harmless and without fault regardless the reason.

Submissions not submitted online shall be submitted in an envelope to the designated location prior to the scheduled opening. A CD/DVD ROM or USB flash drive marked "original" containing the proposal consisting of one file in PDF format shall be submitted unless other arrangements are made prior to the scheduled opening. The PDF file must not be password protected. The media will not be returned to the Respondent.

All submissions must be submitted to the designated location in an envelope or package unless otherwise specified or submitted electronically. The outside of the envelope or package and enclosed media must be clearly labeled with the solicitation number, opening date and time, and Respondent's name, telephone number, and company name.

If the submission is delivered by an express mail carrier, electronic submission when applicable, or by any other means, it is solely the Respondent's responsibility to ensure delivery to the Kent County Purchasing Division. Kent County is not responsible for deliveries made to any place other than the designated address or for any failure associated with any mode of delivery selected by the Respondent.

Kent County is not responsible for delays caused by any occurrence. The time/date stamp clock located in the Purchasing Division (or any other designated area) shall serve as the official authority to determine lateness of any proposal. Under no circumstances shall submissions delivered after the time specified be considered. The decision to refuse or consider a submission that was received beyond the date/time established shall not be the basis for a protest.

Late, faxed, or emailed response will NOT be considered. To be considered timely, a complete response must be submitted before the stated due date and time.

The Respondent certifies that the response submitted has not been made or prepared in collusion with any other Respondent and the prices, terms or conditions thereof have not been communicated by or on behalf of the Respondent to any other Respondent prior to the official opening of this request. This certification may be treated for all purposes as if it were a sworn statement made under oath, subject to the penalties

for perjury. Moreover, it is made subject to the provisions of 18 U.S.C. Section 1001, relating to the making of false statements.

Sales and Marketing material beyond the scope of this request will not be used to determine award and is not desired. Each submission should be simply and economically prepared providing a concise description of the Respondent's ability to perform the product or services requested. Emphasis should be on completeness and clarity of content.

Submissions may be withdrawn by written request only if the request is received on or before the opening date and time.

Submissions submitted not meeting these criterion may be deemed non-responsive.

Kent County is not liable for any costs incurred by any prospective Respondent prior to the awarding of a contract, including any costs incurred in addressing this solicitation.

Each submission must be signed by a person authorized to sign contracts on the behalf of the Respondent. The name of the person signing must be followed by title.

#### EVALUATION, STATUS UPDATES/AWARD NOTIFICATION

Kent County reserves the right to request additional information it may deem necessary after the submissions are received. Kent County will not be liable for any costs incurred by the Respondent as a result of this request.

As part of the evaluation process, Respondents may be requested to make an oral presentation, at the Respondent's expense, to an evaluation committee. Staff to be assigned to this project must participate in this presentation unless otherwise waived by Kent County. The presentation may be followed by a question and answer session.

Kent County reserves the right at its discretion to waive irregularities of this solicitation process.

Kent County reserves the right to reject any and all submissions as a result of this solicitation. Kent County, at its sole discretion, reserves the right to award to the Respondent whose response is deemed most advantageous to Kent County.

Any errors, omissions or discrepancies in the specifications discovered by a prospective Respondent shall be brought to the attention of the Kent County Purchasing Division as soon as possible after discovery. Further, the Respondent shall not be allowed to take advantage of error, omissions or discrepancies in the specifications.

Kent County, at its sole discretion, shall select the most responsive and responsible Respondent and evaluate all responsive responses based on the requirements and criterion set forth in this solicitation. Kent County reserves the right to reject any and all submissions as a result of this solicitation.

Kent County reserves the right to award by line item when applicable and to accept or reject any or all parts of a submission.

Accelerated discounts should be so stated at the time of submission. If quick-pay discounts are offered, Kent County reserves the right to include that discount as part of the award criterion. Prices must, however, be based upon payment in thirty (30) days after receipt, inspection, and acceptance. In all cases,

quick-pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

Award notifications are posted on the Solicitation Status Page of the Kent County Purchasing Division's website. It is the Respondent's responsibility to monitor the website for status updates.

Kent County appreciates the interest, effort, and time spent in responding to this solicitation.

DRAFT

|                    |
|--------------------|
| ZAMBON, RICHARD E. |
| ZOET, LAWRENCE J.  |
| DEFENDERS OFFICE   |



# BAY COUNTY

## OFFICE OF ASSIGNED COUNSEL ATTORNEY LIST

| <u>NAME</u>            | <u>ADDRESS</u>  | <u>PHONE</u><br>(989) area code | <u>P-NUMBERS</u> |
|------------------------|---|---------------------------------|------------------|
| AMOS, Gena R.          | 2215 East Genesee<br>P.O. Box 2184<br>Saginaw, MI 48605-2184        | 752-2385                        | 40742            |
| BEGGS, Paul F.         | 916 Washington, Ste 301<br>P.O. Box 2217<br>Bay City, MI 48707-2217 | 893-3221                        | 42914            |
| BOCK, Thomas           | 708 Center Ave, Ste 2-B<br>Bay City, MI 48708                       | 892-6016                        | 29488            |
| BUSH, George C.        | 723 Williams<br>Saginaw, MI 48602                                   | 799-9101                        | 11465            |
| DAY, Jeffrey M.        | 918 N. Water Street<br>Bay City MI 48708                            | 894-5670                        | 55472            |
| DUNN, Robert J.        | 306 5 <sup>TH</sup> St, Ste 301<br>Bay City, MI 48708               | 894-1110                        | 33726            |
| FITZGERALD, Maureen L. | 905 Columbus<br>P O Box 308<br>Bay City MI 48707-0308               | 891-9733                        | 65361            |
| HIGGS, Kim A.          | 1001 Center Ave.<br>Bay City MI 48708                               | 892-0114                        | 25376            |
| MULLISON, George B.    | 703 Washington Ave.<br>Bay City, MI 48708                           | 892-2595                        | 18068            |
| NOBLE, Ruth            | 1009 Washington Ave.<br>Bay City, MI 48708                          | 892-6551                        | 39806            |
| PERRY, James A.        | 721 Washington Ave., Ste 506<br>Bay City, MI 48708                  | 893-5510                        | 57407            |
| PERRY, Russell J.      | 4407 State St<br>Saginaw, MI 48603                                  | 792-4395                        | 26894            |
| PROSCHEK, Eric E.      | 306 5 <sup>th</sup> St., Ste 301<br>Bay City, MI 48708              | 922-4586                        | 27874            |
| REDER, Catherine S.    | 306 Fifth St, Ste 301 B-2<br>Bay City, MI 48708                     | 894-6010                        | 61073            |

|                         |  |          |       |
|-------------------------|--|----------|-------|
| <b>WARREN, Sally B.</b> | 703 Washington<br>Bay City MI 48708              | 892-2595 | 42377 |
| <b>WOOD, Daniel M.</b>  | 721 Washington Ave, Ste 402<br>Bay City MI 48708 | 894-2481 | 54092 |

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

**Attorneys on the roster are paid as follows:**

**CIRCUIT COURT**

\$65.00 an hour (at the judges discretion)

**DISTRICT COURT**

\$55.00 an hour on felonies settled in District Court (at the judges discretion)

\$50.00 an hour on misdemeanors (at the judges discretion)

**PUBLIC DEFENDER OFFICE (Salaried County Employees)**

1230 Washington Ave  
Bay City MI 48708  
(989) 895-4020

Bruce K. Mannikko P47238  
Kenneth M. Malkin P36574  
Jan A. Miner P52799

**SCHISLER LAW FIRM (Misdemeanor Contract) (paid \$13,000 monthly)**

701 E Vermont St Ste 100  
Bay City MI 48706  
(989) 891-9903

Scott A. Schisler P48832  
Rustin A. Schisler P63104  
Jeffrey M. Martin P49184  
Adam C. Kanuszewski P72109

19

# THE CIRCUIT COURT

JAMES M. BATZER  
CIRCUIT JUDGE

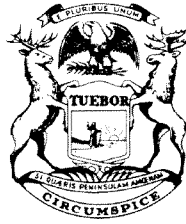
KRIS A. RANDALL  
CIRCUIT COURT ADMINISTRATOR

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

CHRISTINE Lyster, CSR  
OFFICIAL COURT REPORTER

MICHELE LANTIS, CSR  
OFFICIAL COURT REPORTER

LYNNE MIKOLAJCZAK  
ADR CLERK



STATE OF MICHIGAN  
19TH JUDICIAL CIRCUIT  
MANISTEE AND BENZIE COUNTIES

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

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

December 8, 2011

Marla Rose McCowan  
CDRC Manager  
State Appellate Defender Office  
Suite 3300 Penobscot Building  
645 Griswold  
Detroit, MI 48226-4281

Dear Ms McCowan:

In response to your request for information regarding local attorneys accepting trial-level assignments for criminal matters, the 19th Judicial Circuit has a defense services contract for indigent defendants which is renewed on a yearly basis. The local attorneys who participate in the criminal defense contract are paid on a monthly basis and receive appointment by rotation. The fee schedule for the attorneys for trial would be included in the contract amount unless the trial exceeds seven days, in which case the attorneys may seek additional compensation. The trial attorney's fee schedule is determined by the total contract amount and the number of attorneys participating.

Please see the attached for a listing of the participating attorneys for 2011-2012 and a copy of the current agreement for each county.

Sincerely,

Kris A. Randall  
Circuit Court Administrator

Enclosures

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

8. In the event that the Attorney determines that any party who is being represented is not in fact indigent or is capable of partial reimbursement to the county of the costs of his representation, the Circuit Court judge shall be promptly notified and arrangements made either for reimbursement or for substitution by retained counsel.

9. For the performance of the above-described services, Benzie County shall pay the Attorney the amount of \$9,800.00. Payments shall be made in twelve equal installments commencing October 1, 2011, 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 she 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, she will complete the representation of all clients who had been assigned to her during the existence of the contract, for which representation compensation shall be paid on a quantum merit basis as approved by the respective judges.

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James M. Batzer, Circuit Judge

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Attorney at Law

**Marla McCowan**

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**From:** KAylsworth@miottawa.org  
**Sent:** Tuesday, January 17, 2012 1:02 PM  
**To:** Marla McCowan  
**Subject:** Change in 2011 report

**Attachments:** pic18688.jpg



pic18688.jpg (6 KB)

Hello - For the 20th Circuit Court, the only change is that we pay mileage at the IRS rate (which is .555 p/mile now) and it changes whenever that rate changes. Thank you!

Kelly Aylsworth, Trial Court Director  
20th Circuit Court  
414 Washington Street, Ste. 300  
Grand Haven, MI 49417  
Phone (616) 846-8320  
Fax (616) 846-8179


Please Print Responsibly (Embedded image moved to file:  
pic18688.jpg)



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***FACSIMILE  
FROM THE OFFICE OF THE  
COURT ADMINISTRATOR***

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TO: Ms. Heather Waara  
FROM: Lance S. Dexter   
DATE: January 9, 2012  
RE: List of Attorneys Taking Criminal Asmts., or Contract Defenders  
VIA facsimile: 313-965-0372  
Pages: 1 of 6

Attached is a copy of our Public Defender contract which has the list of attorneys. If you have any questions please call me at 989-621-0090. Thank you!

## PUBLIC DEFENDER CONTRACT 2012

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

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

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

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

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

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

1. The term of this agreement shall be from and including January 1, 2012, through and including December 31, 2012.

2. The GA's attorneys shall be:

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

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

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

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

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

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



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

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

3. For an attorney to be added to the contract there must be a vacancy, meaning one of the above attorneys must have tendered their resignation or were terminated from the contract. The process requires a prospective attorney to send a letter and copy of their liability insurance to the Contract Administrator. The Contract Administrator reviews this information and forwards to the Court Administrator for the Court to approve the applicant.

4. There is a ceiling or "cap" to the number of appointments (1,250) annually. If appointments continue above the capped amount then charges will be on a per appointment basis, each additional appointment above the cap will be at a rate of \$276.80.

5. During the term of the agreement, the attorneys agree to provide the following representation for each person whom they are appointed by the Isabella County Circuit, District and Probate Courts pursuant to the agreement: appearances at preliminary examinations, arraignments, motions, hearings, trials, pleas, sentencings, lineups, extradition matters, paternity, parole and probation violation proceedings, child support contempt proceedings, juvenile offenses, guardian ad litem in guardianship cases filed pursuant to child protective proceeding cases, juvenile contempt proceedings for parents and juveniles, neglect and abuse petitions, personal protection orders, mental commitment hearings and the attorney/guardian ad litem for the child to appear at the Foster Care Review Board hearings and any other related matters. If the attorney/guardian ad litem cannot make the Foster Care Review Board hearing for good reason, he/she may provide written information to the Foster Care Review Board with the approval of the judge handling the case. The GA further agrees to represent appeals to Circuit Court.

6. The attorneys shall continue such representation until final disposition of the case, even should that disposition extend beyond the period of this agreement, without any additional fee for a period of eighteen (18) months. After eighteen (18) months from the expiration of this contract, all services rendered thereafter shall be compensated on a per diem or per hour basis by the County at a rate deemed reasonable by the appropriate Judge. No appointment of any case shall be made to the attorneys under this agreement for any purpose after December 31, 2012, unless this agreement is extended upon written consent of all the parties. In addition, after the expiration of the contract (December 31, 2012), and upon motion and order allowing withdrawal, the GA will not represent nor be responsible for active cases wherein a bench warrant has been issued against the Defendant because Defendant's whereabouts are unknown. When and if the Defendant is apprehended or surrenders him or herself, the Defendant shall be appointed new counsel.

7. Representation does not include defense of appeals by the Prosecution or Defense to the Michigan Court of Appeals or the Michigan Supreme Court, nor does it include representation upon remand or reversal by the Court of Appeals or the Michigan Supreme Court, if the Order of Remand or Reversal is entered after the term of this contract.

8. A case is considered appointed to the GA when a Circuit, District or Probate Court

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

9. The GA agrees to provide a minimum of five separate firms for the Circuit, District and Probate Courts.

10. If the appropriate Judge and the Contract Administrator agree that none of the GA can represent an otherwise eligible indigent person because of an ethical conflict of interest, then the Judge shall appoint an attorney outside the GA to represent the indigent person at the County of Isabella's expense. When the conflict of interest pertains to only one attorney within the GA, the Contract Administrator shall reassign the case to another GA attorney without additional expense to the County of Isabella. If the appropriate Judge and the Contract Administrator cannot agree as to whether the stated conflict involves all of the attorneys, the matter shall be submitted for determination to the State Bar of Michigan Ethics Committee for resolution. The decision of the Circuit, District and Probate Court Judges, respectively, as to which indigents shall be represented by the GA shall be binding and final. If a Defendant requests a Judge to appoint a different attorney, before discharging the attorney, the appropriate court may conduct a full hearing into whether there has been a sufficient breakdown of the attorney-client relationship or whether an ethical conflict exists.

11. The GA agrees to provide representation for the residents of other counties in mental commitment and judicial admission hearings for no additional cost.

12. Should the substitution of an attorney who signed the agreement become necessary for any reason, such substitution shall not require renegotiation or revision of the entire agreement, but may be allowed upon the concurrence of the Contract Administrator and the Circuit, District and Probate Judges.

13. The Contract Administrator will have the responsibility of assigning the GA to the individual cases and courts. Once a case has been assigned to an attorney by the Contract Administrator, the case becomes the sole responsibility of the assigned attorney and all subsequent changes in scheduling from the original notice must be communicated directly to the assigned attorney to minimize conflicts in the schedule of both the court and the attorney. In order to minimize scheduling problems due to multiple appearances, illness, vacation, or for any reason, an attorney may employ another GA attorney to handle a particular hearing, with the approval of the appropriate Judge and client. Should the Contract Administrator be unavailable, the Circuit, District or Probate Judge may contact and assign any one of the GA directly.

14. The Contract Administrator shall provide the Court Administrator on a quarterly basis, a listing of all costs incurred during that quarter. This shall include the name (when made available by the appropriate Court) and case number of each Defendant that is appointed a public

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

15. Each attorney shall maintain professional liability insurance of at least \$100,000.00/\$300,000.00 to insure against any and all liability arising through the acts of the firms/attorneys under this agreement. Each attorney must annually provide both the Court and Contract Administrators a copy of the insurance policy. If changes are made to said policy, the attorney must provide copies of the changes post haste to the Court and Contract Administrators. IT IS UNDERSTOOD THAT THE GA, COLLECTIVELY OR INDIVIDUALLY, SHALL NOT BE DEEMED A GOVERNMENT OR QUASI-GOVERN-MENTAL AGENCY UNDER THIS AGREEMENT.

16. The GA shall provide an "on call" plan whereby the proper law enforcement authorities can contact, by telephone, any one of the GA, if the urgency of the situation demands immediate representation.

17. The GA agree to make themselves available for seminars or speaking engagements regarding the criminal justice system or any aspect thereof (not specific pending cases) upon request of any one of the County Commissioners.

18. The County agrees to pay the GA the amount of \$345,996.00. The GA shall receive \$345,996.00 compensation commencing January 1, 2012; said amount to be paid in twelve equal installments commencing on the 31st day of January, 2012, and subsequent payments shall be due on the last day of each succeeding month until paid in full.

19. In addition to the amounts stated in paragraph 17, the County shall compensate the GA attorneys \$400.00 per day; \$200.00 per half day; for every trial in each Court, commencing the first day of trial. This paragraph is intended to comply and satisfy the holding expressed in the case of In the Matter of Records Court Bar Association, et al., v Wayne County Circuit Court, 443 Mich 110.

20. In the event an extraordinary case should be appointed to one of the GA, the individual attorney may petition the appropriate Judge for additional fees. A special case would be one that demands an extensive amount of time, preparation or pretrial motions.

21. The GA shall assume the costs of administering the contract and all associated overhead expenses, such as telephone, travel inside the county, legal texts, photocopying, and correspondence. The County will reimburse the attorneys or pay directly for all the following reasonable expenses and costs. The appropriate Judge will approve expenses prior to the attorney incurring the expense: copy of police reports; expenses of obtaining necessary medical and legal records; expert witness examinations; fees for depositions; investigative fees; competency and other medical tests; fees for transcripts, filing, witness and service fees; mileage for necessary appearance(s) outside of the County of Isabella at the counties per mile mileage rate, unless transportation is otherwise provided by the County and any other court charges. On Abuse and

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

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

23. This agreement supersedes all prior agreements. This agreement cannot be modified except by written instrument signed by the parties hereto. This agreement may not be assigned without the expressed written consent of the parties hereto.

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

**GROUP OF ATTORNEYS:**

**ISABELLA COUNTY TRIAL COURT:**

\_\_\_\_\_  
BY: GORDON M. BLOEM  
Contract Administrator

\_\_\_\_\_  
BY: PAUL H. CHAMBERLAIN  
ITS: Chief Judge

**ISABELLA COUNTY:**

\_\_\_\_\_  
BY: DAVID A. LING  
ITS: Chairman, Board of Commissioners

23  
10560

STATE OF MICHIGAN  
IN THE CIRCUIT AND PROBATE COURTS FOR  
THE COUNTY OF IOSCO

CIRCUIT COURT LOCAL ADMINISTRATIVE ORDER 2003- 135  
PROBATE COURT LOCAL ADMINISTRATIVE ORDER 2003- 45

RE: PUBLIC ACCESS TO COURT RECORDS

IT IS ORDERED:

This Administrative Order is issued in accordance with MCR 8.119(E), effective November 30, 1999 and MCR 8.110(C)(7), effective November 30, 1999. The purpose of this order is to regulate public access to court records and to allow flexibility in providing approved forms.

1. Court records are public unless specifically made non-public by law or court order according to the attached list from Component 19 of the Michigan Trial Court Case File Management Standards. (NOTE: Criminal Delayed Sentence cases, MCL 771.1(2) are public cases).
2. Requests to inspect/copy any of the above non-public records shall be handled as follows: A clerk shall notify the interested person that (a) there is a case and provide him/her with the case number, (b) is a non-public record; and (c) the procedure for challenging limitations to access of court records is contained in MCR 8.116(D) which provides that any person may file a motion to set aside the order or an objection to entry of the proposed order.
3. Court records are not subject to Freedom of Information Act requests. MCL 15.232(d)(v) specifically exempts the judiciary from the Freedom of Information Act.
4. In accordance with MCR 8.110(C)(7), the Court will provide litigants with forms approved by the State Court Administrator when a court rule or statute specifies that the court or clerk of the court must provide certain forms without charge.

- a. Parties will be limited to a maximum of five (5) copies of each type of form requested.
  - b. There will be no charge for forms requested by court appointed attorneys on cases that they have been appointed to or for indigent parties.
  - c. There will be no charge for forms prepared by the court.
  - d. There will be no charge for forms that the court or clerk of the court is required by court rule or statute to provide.
5. Any person may inspect any public court file to which access is not restricted by statute, court rule or suppression order. Anyone may obtain copies subject to the following rules established in accordance with MCR 8.119(E).

- a. **GENERAL**

1. All requests for files and/or copies must be made in writing and must specify a complete case number or party name except as provided under item B.4. below.
    2. Persons who do not have a complete case number or party names may request the clerk of the court to review available case indexes to identify and select specific cases for inspection.
    3. Files shall be reviewed at the public counter unless, in the discretion of court supervisory personnel, approval is granted to review records in the clerk's office based on available space or at a place that is approved by the clerk of the court. The clerk of the court will consider the number of files to be reviewed and the length of time necessary to review them prior to granting such approval.
    4. In order to ensure the safekeeping of the records, the right to immediate public inspection is limited by the availability of the clerk of the court's staff to supervise the inspection.

**b. ACCESS TO CASE FILES/INFORMATION**

- 1. Requests for access to no more than five (5) specific case files will be accommodated within an eight (8) hour period unless the files are in storage.**
- 2. Requests for access to more than five (5) specific case files may be accommodated within a reasonable amount of time depending on the total number of case files requested and the availability of court staff.**
- 3. Requests for specific cases filed in storage will be accommodated within three (3) working days.**
- 4. Case information requests from other courts that lack specific case numbers or party names shall be researched by the court. Requested information will be provided at no charge and will not require a "copy request" form.**
- 5. Requests to perform general traffic or criminal record checks that do not have specific case number or party names will not be researched by the court. Requesting parties will be referred to the appropriate state agencies to obtain this information or to the available indexes referred to under subsection 5. a. 2.**
- 6. Requests for the wholesale review of particular types of cases will only be considered if, in the court's discretion, the request will not unreasonably interfere with the discharge of court functions. The court is not required to develop special procedures for the convenience or cost/benefit of persons requesting access and may specify the date, time and manner in which access is granted. It will be the responsibility of those persons requesting access to make prior, acceptable arrangements with the court.**

**c. COPIES**

1. The court will provide a limited number of copies(under twelve (12) total pages) at a cost of \$1.00 per page within one (1) hour of the request for copies.
2. Requests for more than twelve (12) total copies will be accommodated within a reasonable time as determined by (1) the total number of pages to be copied (2) the availability of court staff and photocopying equipment and (3) the nature of the request, i.e. the degree to which court staff is required to identify and select documents to be copied.
3. In order to preserve and maintain the integrity of court records and to prevent unreasonable interference with the discharge of court functions, persons will not be permitted to copy or otherwise duplicate court records using their own equipment.


**d. NEW RECORD CREATION**

1. Requests for creation of a new record or compilation of records pertaining to case files or case-related information which are granted will be accommodated within a reasonable amount of time. This will be subject to the following limitations:
  - a. the availability of sufficient data already contained in the records or record database to easily identify those records requested, and,
  - b. such compilation shall not unreasonably interfere with the discharge of normal court functions.
2. Costs to provide records under subsection 5. d. 1. will include direct costs to the court to develop, generate and validate the accuracy of the report.



*April 1,*  
Effective date: **May**, 2003

*April 1,*  
Date: **May**, 2003

  
**RONALD M. BERGERON**  
CHIEF CIRCUIT JUDGE

  
**JOHN D. HAMILTON**  
CHIEF PROBATE JUDGE

Anything out of file

\$1.00 page

IOSCO COUNTY CLERK  
FEE SCHEDULE

|  |  |
|--|--|
| Criminal Record Search Fee                 | \$10 per name (Not military)   |
| Civil Record Search Fee                    | \$10 per name  |
| * Copies of Register of Actions            | \$1.00 per page  |
| Certification/ No Action to Foreclose Lien | \$10 certification fee plus<br>\$1 per page  |
| Certification of Conviction                | \$10 certification fee plus<br>\$1 per page  |
| Military Birth Verification                | \$10 per name  |
| Birth Verification for Social Security     | \$10 per name  |
| Report Creation (Printed/Mailed)           | \$10 creation plus<br>mailing/shipping fee   |
| Report Creation (Email)                    | \$10 creation/\$3 email fee/1.5<br>cents per record contained in<br>the report/file  |
| Xerox Copies                               | \$0.25 per page  |
| Bad Check Fee                              | \$35 (HCB rate) subj to chg  |
| Fax Fees (outgoing only)                   | \$2.00 1 <sup>st</sup> page/\$.50 cents<br>each additional   |
| Lamination Fee                             | \$1 per lamination   |
| Copy from personnel file                   | \$0.25 per page  |
| Qualified Voter File (CD)                  | \$10 program fee/1.5 cents per<br>record/\$1 for CD if not<br>supplied by customer   |
| Qualified Voter File (Disk)                | \$10 program fee/1.5 cents per<br>record/\$1.00 for disk if not<br>supplied by customer  |
| Qualified Voter File (Printed)             | \$10 creation fee/<br>50 cents a page 1-60 pgs<br>\$30 flat fee 60-300 pgs<br>over 300 pgs \$30 flat fee plus<br>10 cents per pg after 300 pgs |
| Qualified Voter File Labels                | \$10 creation fee/<br>50 cents a page 1-60 pgs<br>\$30 flat fee 60-300 pgs<br>over 300 pgs \$30 flat fee plus<br>10 cents per pg after 300 pgs |
| Computer Programming/Coding - Optech       | \$150 per precinct<br>(School/Special)   |
| Computer Programming/Coding - Optech       | \$200 per precinct<br>(Primary/General)  |
| Flashcard Programming/Testing - AutoMark   | \$150 per precinct<br>(School/Special)   |
| Flashcard Programming/Testing - AutoMark   | \$200 pre precinct<br>(Primary/General)  |

STATE OF MICHIGAN  
24th JUDICIAL CIRCUIT OF MICHIGAN



Donald A. Teeple  
Circuit Judge

Room 303  
60 West Sanilac Avenue  
Sandusky, Michigan 48471  
Telephone: (810) 648-2120

December 12, 2011

Marla Rose McCowan  
CDRC Manager  
State Appellate Defender Office  
Penobscot Building  
Suite 3300  
645 Griswold  
Detroit, MI 48226-4281

Re: *Attorneys taking Criminal Assignments in Sanilac County*

Dear Ms. McCowan:

Pursuant to your recent request, enclosed you will find a listing of the attorneys taking Court appointments in Sanilac County. You will note that the listing includes the type of cases the attorney has agreed to take appointments; for example, District – Criminal Felony and Circuit – Criminal – Felony.

Sanilac County pays Court appointed attorneys at the rate of \$50.00 per hour.

Should you have any questions or require any further information, please contact our office.

Very truly yours,

A handwritten signature in cursive script that reads "Carole A. Stieler".

**Carole A. Stieler**  
**Court Administrator/Assignment Clerk**

Enclosure

| Atty-P#-Tele                              | Type of Case                           | Date       |
|---|--|------------|
| Basner, Thomas C. P25235 989-790-7416     | Probate - Mental Petition              | 12/6 /2011 |
| Benson, Onjel L. P39204 248-462-5681      | Family - Juvenile Delinquency          | 9 /7 /2011 |
| Benson, Onjel L. P39204 248-462-5681      | Family - Guardian Ad Litem             | 12/2 /2011 |
| Benson, Onjel L. P39204 248-462-5681      | Family - Abuse and Neglect Case        | 10/14/2011 |
| Benson, Onjel L. P39204 248-462-5681      | Probate - Conservatorship/Guardianship | 9 /26/2011 |
| Benson, Onjel L. P39204 248-462-5681      | Probate - Developmentally Disabled     | 7 /11/2011 |
| Benson, Onjel L. P39204 248-462-5681      | Probate - Mental Petition              | 11/3 /2011 |
| Benson, Onjel L. P39204 248-462-5681      | Probate - Guardian Ad Litem            | 8 /25/2011 |
| Borkowski, Elaine L. P69421 810-346-3420  | Circuit - Criminal - Felony            | 10/4 /2011 |
| Borkowski, Elaine L. P69421 810-346-3420  | Circuit - Criminal Misdemeanor         | 9 /25/2006 |
| Borkowski, Elaine L. P69421 810-346-3420  | District - Criminal Felony             | 12/9 /2009 |
| Borkowski, Elaine L. P69421 810-346-3420  | District - Criminal Misdemeanor        | 11/24/2009 |
| Borkowski, Elaine L. P69421 810-346-3420  | Family - Juvenile Delinquency          | 10/28/2011 |
| Borkowski, Elaine L. P69421 810-346-3420  | Family - Abuse and Neglect Case        | 12/7 /2011 |
| Borkowski, Elaine L. P69421 810-346-3420  | Family - Guardian Ad Litem             | 12/2 /2011 |
| Borkowski, Elaine L. P69421 810-346-3420  | Probate - Conservatorship/Guardianship | 2 /28/2011 |
| Borkowski, Elaine L. P69421 810-346-3420  | Probate - Developmentally Disabled     | 7 /5 /2011 |
| Borkowski, Elaine L. P69421 810-346-3420  | Probate - Mental Petition              | 11/3 /2011 |
| Borkowski, Elaine L. P69421 810-346-3420  | Probate - Guardian Ad Litem            | 10/31/2011 |
| Borkowski, Elaine P69421 810-346-3419     | Family - Show Cause                    | 8 /30/2011 |
| Burns, John C. P33766 989-872-2197        | Family - Juvenile Delinquency          | 6 /2 /2008 |
| Burns, John C. P33766 989-872-2197        | Probate - Conservatorship/Guardianship | 1 /10/2011 |
| Burns, John C. P33766 989-872-2197        | Probate - Guardian Ad Litem            | 10/31/2011 |
| Hearsch, David W. P28068 810-648-2452     | Probate - Conservatorship/Guardianship | 10/31/2011 |
| Hearsch, David W. P28068 810-648-2452     | Probate - Developmentally Disabled     | 9 /22/2011 |
| Hearsch, David W. P28068 810-648-2452     | Probate - Guardian Ad Litem            | 8 /30/2011 |
| Hearsch, David W. P28068 810-648-2452     | Probate - Mental Petition              | 12/6 /2011 |
| Hofmeister, Tara J. P70485 (989) 672-1444 | District - Criminal Misdemeanor        | 11/24/2009 |
| Hofmeister, Tara J. P70485 (989) 672-1444 | Probate - Guardian Ad Litem            | 8 /25/2011 |
| Hofmeister, Tara J. P70485 (989) 672-1444 | Probate - Conservatorship/Guardianship | 9 /26/2011 |
| Hofmeister, Tara J. P70485 (989) 672-1444 | Probate - Mental Petition              | 11/17/2011 |
| Hofmeister, Tara J. P70485 (989) 672-1444 | Family - Abuse and Neglect Case        | 10/17/2011 |
| Hofmeister, Tara J. P70485 (989) 672-1444 | Family - Juvenile Delinquency          | 10/28/2011 |
| Hofmeister, Tara J. P70485 (989) 672-1444 | Family - Guardian Ad Litem             | 8 /18/2011 |
| Joles, Heather A. P67727 989-977-0678     | District - Criminal Felony             | 6 /15/2011 |

| Address  |
|--|
| 610 Ames Street, Saginaw, MI 48602                 |
| 23880 Woodward Ave, Pleasant Ridge 48304           |
| 23880 Woodward Ave, Pleasant Ridge 48304           |
| 23880 Woodward Ave, Pleasant Ridge 48304           |
| 23880 Woodward Ave, Pleasant Ridge 48304           |
| 23880 Woodward Ave, Pleasant Ridge 48304           |
| 23880 Woodward Ave, Pleasant Ridge 48304           |
| 23880 Woodward Ave, Pleasant Ridge 48304           |
| Box 157, 6967 St. Mary's St., Brown City, MI 48416 |
| Box 157, 6967 St. Mary's St., Brown City, MI 48416 |
| Box 157, 6967 St. Mary's St., Brown City, MI 48416 |
| Box 157, 6967 St. Mary's St., Brown City, MI 48416 |
| Box 157, 6967 St. Mary's St., Brown City, MI 48416 |
| Box 157, 6967 St. Mary's St., Brown City, MI 48416 |
| Box 157, 6967 St. Mary's St., Brown City, MI 48416 |
| Box 157, 6967 St. Mary's St., Brown City, MI 48416 |
| Box 157, 6967 St. Mary's St., Brown City, MI 48416 |
| Box 157, 6967 St. Mary's St., Brown City, MI 48416 |
| Box 157, 6967 St. Mary's St., Brown City, MI 48416 |
| 6967 St Marys St, Brown City MI 48416              |
| P.O. Box 26, Cass City, MI 48726                   |
| P.O. Box 26, Cass City, MI 48726                   |
| P.O. Box 26, Cass City, MI 48726                   |
| 61 West Sanilac, Sandusky, MI 48471                |
| 61 West Sanilac, Sandusky, MI 48471                |
| 61 West Sanilac, Sandusky, MI 48471                |
| 61 West Sanilac, Sandusky, MI 48471                |
| 1184 Cleaver Rd, Ste. 1300, Caro MI 48723          |
| 1184 Cleaver rd, Ste, 1300, Caro MI 48723          |
| 1184 Cleaver Rd, Ste. 1300, Caro MI 48723          |
| 1184 Cleaver Rd, Ste. 1300, Caro MI 48723          |
| 1184 Cleaver Rd, Ste. 1300, Caro MI 48723          |
| 1184 Cleaver Rd, Ste. 1300, Caro MI 48723          |
| 1184 Cleaver Rd, Ste. 1300, Caro MI 48723          |
| PO Box 268, Sandusky, MI 48471                     |

| Atty-P#-Tele                              | Type of Case                           | Date       |
|---|--|------------|
| Joles, Heather Ann P67727 989-977-0678    | Circuit - Criminal - Felony            | 11/21/2011 |
| Joles, Heather Ann P67727 989-977-0678    | Circuit - Criminal Capital Offenses    | 11/30/2004 |
| Joles, Heather Ann P67727 989-977-0678    | Circuit - Criminal Misdemeanor         | 11/30/2004 |
| Joles, Heather Ann P67727 989-977-0678    | District - Criminal Felony             | 12/15/2009 |
| Joles, Heather Ann P67727 989-977-0678    | District - Criminal Misdemeanor        | 12/9 /2009 |
| Joles, Heather Ann P67727 989-977-0678    | Family - Juvenile Delinquency          | 9 /7 /2011 |
| Joles, Heather Ann P67727 989-977-0678    | Family - Show Cause                    | 3 /22/2011 |
| Joles, Heather Ann P67727 989-977-0678    | Probate - Developmentally Disabled     | 7 /11/2011 |
| Joles, Heather Ann P67727 989-977-0678    | Probate - Guardian Ad Litem            | 10/5 /2011 |
| Joles, Heather Ann P67727 989-977-0678    | Family - Guardian Ad Litem             | 12/2 /2011 |
| Joles, Heather Ann P67727 989-977-0678    | District - Criminal Capital Offenses   | 11/30/2004 |
| Joles, Heather Ann P67727 989-977-0678    | Probate - Conservatorship/Guardianship | 8 /5 /2011 |
| Joles, Heather Ann P67727 989-977-0678    | Probate - Mental Petition              | 11/17/2011 |
| Kampman, Glen A. P34999 989-635-3585      | Probate - Developmentally Disabled     | 7 /27/2011 |
| Kampman, Glen A. P34999 989-635-3585      | Probate - Mental Petition              | 6 /2 /2011 |
| Kampman, Glen A. P34999 989-635-3585      | Probate - Guardian Ad Litem            | 10/6 /2011 |
| Kampman, Glen A. P34999 989-635-3585      | District - Criminal Misdemeanor        | 11/22/2009 |
| Kelly, Margaret A. P47210 810-648-9898    | Family - Guardian Ad Litem             | 12/2 /2011 |
| Kelly, Margaret A. P47210 810-648-9898    | District - Criminal Felony             | 12/16/2009 |
| Kelly, Margaret A. P47210 810-648-9898    | Family - Abuse and Neglect Case        | 12/8 /2011 |
| Kelly, Margaret A. P47210 810-648-9898    | Circuit - Criminal - Felony            | 10/24/2011 |
| Kelly, Margaret A. P47210 810-648-9898    | Circuit - Criminal Capital Offenses    | 1 /1 /2004 |
| Kelly, Margaret A. P47210 810-648-9898    | District - Criminal Capital Offenses   | 1 /1 /2004 |
| Kelly, Margaret A. P47210 810-648-9898    | District - Criminal Misdemeanor        | 11/18/2009 |
| Kelly, Margaret A. P47210 810-648-9898    | Family - Juvenile Delinquency          | 9 /7 /2011 |
| Kelly, Margaret A. P47210 810-648-9898    | Family - Show Cause                    | 12/9 /2011 |
| Kelly, Margaret A. P47210 810-648-9898    | Probate - Conservatorship/Guardianship | 8 /5 /2011 |
| Kelly, Margaret A. P47210 810-648-9898    | Probate - Developmentally Disabled     | 8 /23/2011 |
| Kelly, Margaret A. P47210 810-648-9898    | Probate - Guardian Ad Litem            | 8 /31/2011 |
| Kelly, Margaret A. P47210 810-648-9898    | Probate - Mental Petition              | 12/6 /2011 |
| Kirchoff, Kimberly A. P62870 810-648-9720 | Probate - Conservatorship/Guardianship | 10/31/2011 |
| Kirchoff, Kimberly A. P62870 810-648-9720 | Probate - Developmentally Disabled     | 7 /11/2011 |
| Kirchoff, Kimberly A. P62870 810-648-9720 | Probate - Guardian Ad Litem            | 9 /28/2011 |
| Kirchoff, Kimberly A. P62870 810-648-9720 | Probate - Mental Petition              | 8 /8 /2011 |
| Ladd, Robert P. P24303 810-984-3030       | Circuit - Criminal - Felony            | 10/17/2011 |
| Ladd, Robert P. P24303 810-984-3030       | Circuit - Criminal Capital Offenses    | 1 /1 /2004 |
| Ladd, Robert P. P24303 810-984-3030       | District - Criminal Capital Offenses   | 7 /28/2009 |
| Ladd, Robert P. P24303 810-984-3030       | District - Criminal Felony             | 11/12/2009 |
| Lockard, Andrew R. P65401 (989) 269-9313  | Family - Juvenile Delinquency          | 1 /28/2010 |
| Lockard, Andrew R. P65401 (989) 269-9313  | Family - Abuse and Neglect Case        | 1 /28/2010 |

| Address                                      |
|--|
| PO Box 265, Sandusky MI                      |
| PO Box 265, Sandusky MI                      |
| PO Box 265, Sandusky MI                      |
| 6505 Main Street, Cass City, MI 48726        |
| PO Box 265, Sandusky MI                      |
| PO Box 265, Sandusky MI                      |
| PO Box 265, Sandusky MI                      |
| PO Box 265, Sandusky MI                      |
| PO Box 265, Sandusky MI                      |
| 6505 Main Street, Cass City MI 48726         |
| PO Box 265, Sandusky MI                      |
| PO Box 265, Sandusky MI                      |
| PO Box 265, Sandusky MI                      |
| 2998 Fenner Street, Marlette, MI 48453       |
| 2998 Fenner Street, Marlette, MI 48453       |
| 2998 Fenner Street, Marlette, MI 48453       |
| 2998 Fenner Street, Marlette, Michigan 48453 |
| 75 S Elk, Suite 104, Sandusky, MI 48471      |
| 75 S. Elk Ste 104, Sandusky MI 48471         |
| 75 S. Elk, Suite 104, Sandusky, MI 48471     |
| 75 S. Elk, Suite 104, Sandusky, MI 48471     |
| 75 S. Elk, Suite 104, Sandusky, MI 48471     |
| 75 S. Elk, Suite 104, Sandusky, MI 48471     |
| 75 S. Elk, Suite 104, Sandusky, MI 48471     |
| 75 S. Elk, Suite 104, Sandusky, MI 48471     |
| 75 S. Elk, Suite 104, Sandusky, MI 48471     |
| 75 S. Elk, Suite 104, Sandusky, MI 48471     |
| 6 N. Elk Street, Sandusky, MI 48471          |
| 6 N. Elk Street, Sandusky, MI 48471          |
| 6 N. Elk Street, Sandusky, MI 48471          |
| 6 N. Elk Street, Sandusky MI 48471           |
| 521 Michigan, Suite A, Port Huron, MI 48060  |
| 521 Michigan, Suite A, Port Huron, MI 48060  |
| 521 Michigan, Suite A, Port Huron, MI 48060  |
| 521 Michigan, Suite A, Port Huron, MI 484060 |
| 131 N. Heisterman St, Bad Axe MI 48413       |
| 131 N. Heisterman St. Bad Axe MI 48413       |

| Atty-P#-Tele                             | Type of Case                           | Date       |
|--|--|------------|
| Lockard, Andrew R. P65401 (989) 269-9313 | Family - Guardian Ad Litem             | 1 /28/2010 |
| Lockard, Andrew R. P65401 989-269-9313   | Probate - Conservatorship/Guardianship | 9 /26/2011 |
| Lockard, Andrew R. P65401 989-269-9313   | Probate - Developmentally Disabled     | 7 /11/2011 |
| Lockard, Andrew R. P65401 989-269-9313   | Probate - Mental Petition              | 12/6 /2011 |
| Lockard, Andrew R. P65401 989-269-9313   | Probate - Guardian Ad Litem            | 11/18/2011 |
| Lockard, Andrew R. P65401 989-269-9313   | Probate - Mental Petition              | 12/6 /2011 |
| Main, Heather Jean P74912 810-648-2414   | Circuit - Criminal - Felony            | 6 /28/2011 |
| Main, Heather Jean P74912 810-648-2414   | Circuit - Criminal Misdemeanor         | 6 /28/2011 |
| Main, Heather Jean P74912 810-648-2414   | District - Criminal Felony             | 6 /28/2011 |
| Main, Heather Jean P74912 810-648-2414   | District - Criminal Misdemeanor        | 6 /28/2011 |
| Main, Heather Jean P74912 810-648-2414   | Probate - Conservatorship/Guardianship | 6 /28/2011 |
| Main, Heather Jean P74912 810-648-2414   | Probate - Developmentally Disabled     | 6 /28/2011 |
| Main, Heather Jean P74912 810-648-2414   | Probate - Guardian Ad Litem            | 11/18/2011 |
| Main, Heather Jean P74912 810-648-2414   | Probate - Mental Petition              | 6 /28/2011 |
| Main, Heather Jean P74912 810-648-2414   | Family - Juvenile Delinquency          | 9 /7 /2011 |
| Main, Heather Jean P74912 810-648-2414   | Family - Abuse and Neglect Case        | 11/4 /2011 |
| Main, Heather Jean P74912 810-648-2414   | Family - Guardian Ad Litem             | 11/10/2011 |
| McNamee, Brandon P71905 810-982-2020     | District - Criminal Misdemeanor        | 11/22/2009 |
| McNamee, Brandon P71905 810-982-2020     | Family - Guardian Ad Litem             | 8 /18/2011 |
| McNamee, Brandon P71905 810-982-2020     | Family - Show Cause                    | 7 /6 /2009 |
| Melton, John E. P56294 586-797-0074      | Circuit - Criminal - Felony            | 4 /18/2011 |
| Melton, John E. P56294 586-797-0074      | Circuit - Criminal Capital Offenses    | 12/3 /2010 |
| Melton, John E. P56294 586-797-0074      | District - Criminal Capital Offenses   | 12/3 /2010 |
| Melton, John E. P56294 586-797-0074      | District - Criminal Felony             | 12/3 /2010 |
| Melton, John E. P56294 586-797-0074      | District - Criminal Misdemeanor        | 12/3 /2010 |
| Melton, John E. P56294 586-797-0074      | Circuit - Criminal Misdemeanor         | 12/3 /2010 |
| Melton, John E. P56294 586-797-0074      | Probate - Mental Petition              | 11/3 /2011 |
| Miller, John Daniel P73921 810-664-9908  | Circuit - Criminal - Felony            | 4 /5 /2011 |
| Miller, John Daniel P73921 810-664-9908  | District - Criminal Felony             | 6 /28/2010 |
| Miller, John Daniel P73921 810-664-9908  | District - Criminal Misdemeanor        | 6 /28/2010 |
| Miller, John Daniel P73921 810-664-9908  | Family - Juvenile Delinquency          | 11/9 /2011 |
| Miller, John Daniel P73921 810-664-9908  | Probate - Conservatorship/Guardianship | 9 /26/2011 |
| Partaka, Chad R. P54428 810-359-9000     | Probate - Conservatorship/Guardianship | 8 /5 /2011 |
| Partaka, Chad R. P54428 810-359-9000     | Probate - Developmentally Disabled     | 8 /12/2011 |
| Partaka, Chad R. P54428 810-359-9000     | Probate - Guardian Ad Litem            | 11/18/2011 |
| Partaka, Chad R. P54428 810-359-9000     | Probate - Mental Petition              | 6 /2 /2011 |
| Phillips, James P31912 (989) 892-1888    | Probate - Mental Petition              | 12/6 /2011 |
| Radloff, Scott A. P71154 (810) 648-9493  | Circuit - Criminal Misdemeanor         | 7 /14/2010 |
| Radloff, Scott A. P71154 (810) 648-9493  | Circuit - Criminal - Felony            | 10/3 /2011 |
| Radloff, Scott A. P71154 (810) 648-9493  | Probate - Guardian Ad Litem            | 10/5 /2011 |



| Address                                      |
|--|
| 131 N. Heisterman St. Bad Axe MI 48413       |
| 131 N. Heisterman St, Bad Axe MI 48413       |
| 131 N. Heisterman, Bad Axe, MI 48413         |
| 249 East Huron, Bad Axe, MI 48413            |
| 249 East Huron, Bad Axe, MI 48413            |
| 35 South Elk, PO Box 311, Sandusky, MI 48471 |
| 35 South Elk, PO Box 311, Sandusky, MI 48471 |
| 35 South Elk, PO Box 311, Sandusky, MI 48471 |
| 35 South Elk, PO Box 311, Sandusky, MI 48471 |
| 35 South Elk, PO Box 311, Sandusky, MI 48471 |
| 35 South Elk, PO Box 311, Sandusky, MI 48471 |
| 35 South Elk, PO Box 311, Sandusky, MI 48471 |
| 35 South Elk, PO Box 311, Sandusky, MI 48471 |
| 35 South Elk, PO Box 311, Sandusky, MI 48471 |
| 35 South Elk, PO Box 311, Sandusky, MI 48471 |
| 35 South Elk, PO Box 311, Sandusky, MI 48471 |
| 801 10th Ave., Ste. D, Port Huron, MI 48060  |
| 3024 Commerce Dr. Fort Gratiot MI 48059      |
| 3024 Commerce Dr, Fort Gratiot MI 48059      |
| 2801 Lorraine Street, Marlette, MI 48453     |
| 2801 Lorraine Street, Marlette, MI 48453     |
| 2801 Lorraine Street, Marlette, MI 48453     |
| 2801 Lorraine Street, Marlette, MI 48453     |
| 2801 Lorraine Street, Marlette, MI 48453     |
| 2801 Lorraine Street, Marlette, MI 48453     |
| 385 W. Nepessing St., Lapeer, MI 48446       |
| 385 W. Nepessing St., Lapeer, MI 48446       |
| 385 W. Nepessing St., Lapeer, MI 48446       |
| 385 W. Nepessing St., Lapeer, MI 48446       |
| 385 W. Nepessing St., Lapeer, MI 48446       |
| 5543 Main Street, Lexington, MI 48450        |
| 5543 Main Street, Lexington, MI 48450        |
| 5543 Main Street, Lexington, MI 48450        |
| 5543 Main Street, Lexington, MI 48450        |
| P O Box 859, Bay City, MI 48707              |
| 125 E Sanilac Rd, Sandusky MI 48471          |
| 125 E. Sanilac Rd, Sandusky MI 48471         |
| 125 E. Sanilac Rd. Sandusky MI 48471         |

| Atty-P#-Tele                             | Type of Case                           | Date       |
|--|--|------------|
| Radloff, Scott A. P71154 (810) 648-9493  | Probate - Conservatorship/Guardianship | 9 /26/2011 |
| Radloff, Scott A. P71154 (810) 648-9493  | Probate - Developmentally Disabled     | 7 /5 /2011 |
| Radloff, Scott A. P71154 (810) 648-9493  | Probate - Mental Petition              | 12/6 /2011 |
| Radloff, Scott A. P71154 (810) 648-9493  | Family - Juvenile Delinquency          | 11/9 /2011 |
| Saginaw County Probate Court P69579      | Probate - Mental Petition              | 8 /1 /2011 |
| Saginaw County Probate Court P69579      | Probate - Mental Petition              | 8 /1 /2011 |
| Saginaw County Probate Court P69579      | Probate - Mental Petition              | 7 /28/2011 |
| Simasko, Frank A. P58099 810-987-1645    | District - Criminal Misdemeanor        | 3 /31/2011 |
| Simasko, Frank A. P58099 810-987-1645    | Circuit - Criminal Capital Offenses    | 3 /31/2011 |
| Simasko, Frank A. P58099 810-987-1645    | Probate - Guardian Ad Litem            | 10/31/2011 |
| Simasko, Frank A. P58099 810-987-1645    | District - Criminal Felony             | 3 /31/2011 |
| Simasko, Frank A. P58099 810-987-1645    | Circuit - Criminal - Felony            | 11/7 /2011 |
| Smith, Jason M. P66052 (989) 635-3585    | Probate - Conservatorship/Guardianship | 11/3 /2011 |
| Smith, Jason M. P66052 (989) 635-3585    | Probate - Developmentally Disabled     | 7 /27/2011 |
| Smith, Jason M. P66052 (989) 635-3585    | Probate - Mental Petition              | 6 /2 /2011 |
| Smith, Jason M. P66052 (989) 635-3585    | Family - Guardian Ad Litem             | 12/2 /2011 |
| Smith, Jason M. P66052 (989) 635-3585    | Family - Abuse and Neglect Case        | 11/3 /2011 |
| Smith, Jason M. P66052 (989) 635-3585    | Family - Juvenile Delinquency          | 9 /7 /2011 |
| Smith, Jason M. P66052 (989) 635-3585    | Family - Show Cause                    | 3 /1 /2011 |
| Smith, Jason M. P66052 (989) 635-3585    | District - Criminal Misdemeanor        | 11/22/2009 |
| Smith, Rand G. P27061 810-346-3419       | Circuit - Criminal - Felony            | 4 /18/2011 |
| Smith, Rand G. P27061 810-346-3419       | District - Criminal Felony             | 12/15/2009 |
| Smith, Rand G. P27061 810-346-3419       | District - Criminal Misdemeanor        | 12/3 /2009 |
| Smith, Rand G. P27061 810-346-3419       | Family - Juvenile Delinquency          | 8 /3 /2011 |
| Smith, Rand G. P27061 810-346-3419       | Family - Abuse and Neglect Case        | 11/30/2011 |
| Smith, Rand G. P27061 810-346-3419       | Family - Guardian Ad Litem             | 12/12/2011 |
| Smith, Rand G. P27061 810-346-3419       | Probate - Conservatorship/Guardianship | 9 /26/2011 |
| Smith, Rand G. P27061 810-346-3419       | Probate - Developmentally Disabled     | 7 /11/2011 |
| Smith, Rand G. P27061 810-346-3419       | Probate - Guardian Ad Litem            | 8 /23/2011 |
| Smith, Rand G. P27061 810-346-3419       | Family - Show Cause                    | 7 /13/2010 |
| Stoutenburg, Carolyn P61858 810-648-2414 | Probate - Guardian Ad Litem            | 10/5 /2011 |
| Stoutenburg, Carolyn P61858 810-648-2414 | Probate - Conservatorship/Guardianship | 9 /26/2011 |
| Stoutenburg, Carolyn P61859 810-648-2414 | Probate - Developmentally Disabled     | 7 /27/2011 |
| Thompson, Diane P61706 989-793-4740      | Probate - Mental Petition              | 12/6 /2011 |
| VanNorman, Daniel G. P34222 810-667-3601 | Circuit - Criminal - Felony            | 5 /25/2011 |
| VanNorman, Daniel G. P34222 810-667-3601 | Circuit - Criminal Capital Offenses    | 1 /1 /2004 |
| VanNorman, Daniel G. P34222 810-667-3601 | District - Criminal Capital Offenses   | 1 /1 /2004 |
| VanNorman, Daniel G. P34222 810-667-3601 | District - Criminal Felony             | 11/24/2009 |
| VanNorman, Daniel G. P34222 810-667-3601 | District - Criminal Misdemeanor        | 12/16/2009 |
| VanNorman, Daniel G. P34222 810-667-3601 | Family - Juvenile Delinquency          | 10/28/2011 |

| Address                                      |
|--|
| 125 E. Sanilac Rd, Sandusky MI 48471         |
| 125 E. Sanilac Rd. Sandusky MI 48471         |
| 125 E. Sanilac Rd. Sandusky MI 48471         |
| 125 E. Sanilac Rd, Sandusky MI 48471         |
| 111 S. Michigan Ave., Saginaw, MI 48602      |
| 111 S. Michigan Ave., Saginaw, MI 48602      |
| 111 S. Michigan Ave., Saginaw, MI 48602      |
| 822 Tenth Avenue, Port Huron, MI 48060       |
| 822 Tenth Avenue, Port Huron, MI 48060       |
| 822 Tenth Avenue, Port Huron, MI 48060       |
| 822 Tenth Avenue, Port Huron, MI 48060       |
| 822 Tenth Avenue, Port Huron, MI 48060       |
| 2998 Fenner St, Marlette MI 48453            |
| 2998 Fenner St, Marlette MI 48453            |
| 2998 Fenner St, Marlette MI 48453            |
| 2998 Fenner St, Marlette MI 48453            |
| 2998 Fenner St, Marlette MI 48453            |
| 2998 Fenner St, Marlette MI 48453            |
| 2998 Fenner St, Marlette MI 48453            |
| 2998 Fenner St, Marlette MI 48453            |
| 6967 St. Mary's Street, Brown City, MI 48416 |
| 6967 St. Mary's Street, Brown City, MI 48416 |
| 6967 St. Mary's Street, Brown City, MI 48416 |
| 6967 St. Mary's Street, Brown City, MI 48416 |
| 6967 St. Mary's Street, Brown City, MI 48416 |
| 6967 St. Mary's Street, Brown City, MI 48416 |
| 6967 St. Mary's Street, Brown City, MI 48416 |
| 6967 St. Mary's Street, Brown City, MI 48416 |
| 6967 St. Mary's Street, Brown City, MI 48416 |
| 6967 St. Mary's St., Brown City, MI 48416    |
| 35 S. Elk, PO Box 311, Sandusky, MI 48471    |
| 35 S. Elk, PO Box 311, Sandusky, MI 48471    |
| 35 S. Elk, PO Box 311, Sandusky, MI 48471    |
| 715 Court Street, Saginaw, MI 48602          |
| 385 W. Nepessing Street, Lapeer MI 48446     |
| 385 W. Nepessing Street, Lapeer MI 48446     |
| 385 W. Nepessing Street, Lapeer MI 48446     |
| 385 W. Nepessing Street, Lapeer MI 48446     |
| 385 W. Nepessing Street, Lapeer MI 48446     |
| 385 W. Nepessing Street, Lapeer MI 48446     |

| Atty-P#-Tele                             | Type of Case                           | Date       |
|--|--|------------|
| VanNorman, Daniel G. P34222 810-667-3601 | Family - Abuse and Neglect Case        | 12/7 /2011 |
| Wrathell, Timothy C. P71990 810-648-9493 | Circuit - Criminal - Felony            | 7 /21/2011 |
| Wrathell, Timothy C. P71990 810-648-9493 | Family - Show Cause                    | 1 /25/2011 |
| Wrathell, Timothy C. P71990 810-987-3970 | Circuit - Criminal Misdemeanor         | 1 /28/2009 |
| Wrathell, Timothy C. P71990 810-987-3970 | Probate - Guardian Ad Litem            | 9 /14/2011 |
| Wrathell, Timothy C. P71990 810-987-3970 | Probate - Conservatorship/Guardianship | 9 /26/2011 |
| Wrathell, Timothy C. P71990 810-987-3970 | Probate - Mental Petition              | 11/3 /2011 |
| Wrathell, Timothy C. P71990 810-987-3970 | Probate - Developmentally Disabled     | 8 /23/2011 |
| Wrathell, Timothy C. P71990 810-987-3970 | Family - Juvenile Delinquency          | 11/1 /2011 |
| Wrathell, Timothy C. P71990 810-987-3970 | District - Criminal Felony             | 12/16/2009 |
| Wrathell, Timothy C. P71990 810-987-3970 | District - Criminal Misdemeanor        | 11/22/2009 |

| Address                                    |
|--|
| 385 W. Nepessing Street, Lapeer MI 48446   |
| 511 Fort St. Ste. 402, Port Huron MI 48060 |
| 125 E Sanilac, Sandusky MI 48471           |
| 511 Fort St. Ste. 402, Port Huron MI 48060 |
| 511 Fort St. Ste. 402, Port Huron MI 48060 |
| 511 Fort St. Ste. 402, Port Huron MI 48060 |
| 511 Fort St. Ste. 402, Port Huron MI 48060 |
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| 511 Fort St. Ste. 402, Port Huron MI 48060 |
| 511 Fort St. Ste. 402, Port Huron MI 48060 |
| 511 Fort St. Ste. 402, Port Huron MI 48060 |

26  
MONTM



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

December 19, 2011

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

RE: Request for Public Defender Contracts, etc.

Dear Ms. McCowan:

Please find enclosed the contract currently in place for court appointed counsel here in Montmorency County for all courts per your request dated Nov. 21, 2011. We share Judges with Alpena County and where the Court Administrators are also located. If you have any questions please do not hesitate to contact me at the number listed above.

Sincerely,

Cheryl A. Neilsen  
Montmorency County

Enclosure

**AGREEMENT FOR LEGAL REPRESENTATION  
MONTMORENCY COUNTY, MICHIGAN**

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

**RECITALS**

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

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

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

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

**SCOPE**

- A. During the term of this Agreement the Contract Provider agrees to provide representation for all such persons whom the Provider is appointed to represent by the Courts as required by law, including, but not limited to, appearances at the following proceedings in the Circuit and District Court: preliminary examinations; arraignments; motions; hearings; trials; pleas; sentencings; lineups; extradition matters; delinquency and juvenile proceedings; designation proceedings; waiver proceedings; paternity proceedings; probation violation proceedings; neglect and abuse petitions; personal protection order hearings; Friend of the Court contempt hearings; and appeals to Circuit Court.

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- B. In addition, the Contract Provider shall accept from Montmorency, without further compensation, for each calendar year of the contract, representation of up to five persons who desire to appeal a final disposition from any of the Courts. Said appointments shall be contingent upon the prior approval of the Chief Judge of the 26<sup>th</sup> Circuit Court.

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

### **DUTIES AND RESPONSIBILITIES**

The Contract Provider shall be responsible for the following:

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

### **TERM**

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The term of this Agreement shall be from January 1, 2011, through December 31, 2011, the date of signature by the parties notwithstanding. At the termination of this Agreement, the Contract Provider shall provide representation to all individuals for whom the Provider has filed an appearance and shall conclude representation upon the client's sentence or dismissal. The Contract Provider shall not be compensated for any further representation beyond the installment paid during the month of termination.



### EARLY TERMINATION

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

### PERSONNEL

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

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

### ASSIGNMENT

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

### ADMINISTRATION AND SUPPORT

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

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

### COMPENSATION

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

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

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

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

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

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

### INSURANCE

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

### OTHER PROVISIONS

It is understood and agreed by the parties that:

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


**ENTIRE AGREEMENT**

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

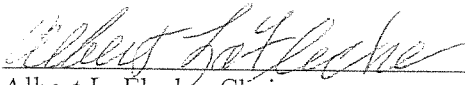
**IN WITNESS WHEREOF**, the parties have hereunto set their hands as of the dates written below:

  
\_\_\_\_\_  
Honorable Michael G. Mack, Chief Judge  
26<sup>th</sup> Judicial Circuit Court

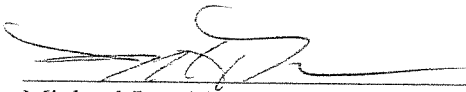
Dated: 12-3-10

  
\_\_\_\_\_  
Honorable Theodore O. Johnson, Judge  
88<sup>th</sup> District Court


Dated: 12-8-10

  
\_\_\_\_\_  
Albert LaFleche, Chairman  
Montmorency County Board of Commissioners

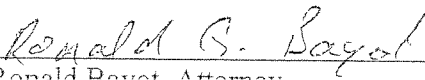
Dated: 12-16-10

  
\_\_\_\_\_  
Michael Lamble, Attorney  
Contract Provider

Dated: 12/6/10

  
\_\_\_\_\_  
William Pfeifer, Attorney  
Contract Provider

Dated: 12/6/10

  
\_\_\_\_\_  
Ronald Bayot, Attorney  
Contract Provider

Dated: 12-6-10

STATE OF MICHIGAN

27

ANTHONY A. MONTON  
CHIEF JUDGE

TERRENCE R. THOMAS  
CIRCUIT JUDGE



NANCY C. SPRINGSTEAD  
COURT ADMINISTRATOR/  
CHIEF CLERK

GEORGIA DENNISON  
COURT RECORDER/  
DEPUTY CLERK

27TH JUDICIAL CIRCUIT  
OCEANA COUNTY  
100 S. STATE STREET, SUITE M-10  
HART, MICHIGAN 49420  
(231) 873-3977

December 2, 2011

Ms. Marla Rose McCowan  
STATE APPELLATE DEFENDER OFFICE  
Suite 3300 Penobscot Building  
645 Griswold  
Detroit, MI 48226-4281

RE: Public Defenders

Dear Ms. McCowan:

This will acknowledge receipt of your letter dated November 21, 2011, regarding the above-referenced matter.

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

The current amount of each contract is \$63,467.50 annually to each firm. Their services cover indigent criminal defendants, indigent defendants in paternity cases, and indigent respondents in Friend of the Court show cause matters. The contract also covers guardianship and mental health matters in the Probate Court, as well as juvenile matters in the Family Court where financial hardships are concerned.

Lastly, Oceana County does not require an eligibility form for the assignments in criminal cases.

I trust this answers your inquiry. Feel free to contact me if you need any further information.

Sincerely,

A handwritten signature in black ink, appearing to read "Nancy C. Springstead".

Nancy C. Springstead  
Circuit Court Administrator

**27<sup>TH</sup> JUDICIAL CIRCUIT COURT  
COUNTY OF NEWAYGO  
Circuit Division**

**2012 PUBLIC DEFENDER AGREEMENT**

THIS AGREEMENT, made the 1<sup>st</sup> day of January, 2012, between the County of Newaygo, a Michigan Corporation, hereinafter referred to as the "County" and Mark R. Schropp, John M. Greer, and David C. Jaunese, hereinafter referred to as "Public Defenders",  
Witnesseth:

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

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

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

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

1. The term of this Agreement shall be from January 1, 2012 through December 31, 2012.
2. The Public Defenders agree to provide legal defense services for all indigent defendants charged with crimes requiring court appointed counsel during their term of this contract; all indigent defendants in a paternity cause; and all indigent individuals charged with civil contempt for failure to comply with an order of the court.
3. The Public Defenders further agree to accept appointments as lawyer-guardian ad litem to represent the interests of the child(ren) in domestic matters, and shall comply with all requirements and responsibilities as set forth under the Child Custody Act (MCL 722.24). It is understood the court may appoint John M. Greer and David C. Jaunese; each, up to two cases per year, and, may appoint Mark R. Schropp one case per year.
4. If it is judicially determined that a person accused of a crime or other eligible indigent individuals are entitled to court appointed counsel, then said court shall appoint Mark R. Schropp, John M. Greer, or the law firm of David C. Jaunese to represent said accused.
5. If it is judicially determined that all of the Public Defenders are unable to represent an otherwise eligible, indigent individual due to a conflict of interest then said Judge shall appoint a Public Defender under contract with the Oceana County Circuit Court. It is understood the Public Defenders under contract with the Newaygo County Circuit Court shall provide reciprocal coverage to the Oceana County Circuit Court in similar circumstances. Public Defenders from Newaygo County Circuit Court shall be reimbursed \$50.00 per hour plus mileage at the applicable rate approved by the Newaygo County Board of Commissioners for coverage of an Oceana County Circuit

Court case. Requests for mileage reimbursement must be submitted to the Newaygo County Circuit Court within 90 days of the date the mileage occurred for reimbursement.

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

|   |       |                    |
|---|-------|--------------------|
| <input type="checkbox"/> Mark R. Schropp  | 25%   | \$25,104.48        |
| <input type="checkbox"/> John M. Greer    | 37.5% | \$37,656.71        |
| <input type="checkbox"/> David C. Jaunese | 37.5% | <u>\$37,656.71</u> |
|   |       | \$100,417.90       |

The payments shall be issued on or about the first day of each month commencing on January 1, 2012. The aforementioned sums shall be payable in twelve (12) monthly installments to Mark R. Schropp as detailed below:

|                         |            |
|-------------------------|------------|
| JANUARY – DECEMBER 2012 | \$2,092.04 |
|-------------------------|------------|

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

|                          |            |
|--------------------------|------------|
| JANUARY 2012             | \$3,138.71 |
| FEBRUARY – DECEMBER 2012 | \$3,138.00 |

9. There is established a contingency fund, which shall be used to pay any reasonable sums for services, performed by other attorneys when such services are required. If any money remains at the end of this agreement said sum shall be divided proportionately by percentage between Mark R. Schropp, John M. Greer, and David C. Jaunese.
10. The Public Defenders agree that their obligation under this agreement to represent indigent, criminal defendants, paternity cause defendants, and individuals charged with civil contempt. The Public Defenders agree that their obligations under this agreement shall take precedence over any and all other commitments that said attorneys might have in the course of their private legal practice. The Public Defenders agree that if they agree, or contract, with another attorney to provide any services to the Newaygo County Circuit Court that would fall within the parameters of this contract that it will be compensated by the Public Defenders/Attorneys directly, and only after receiving the approval of the Chief Circuit Court Judge. Any of these agreements or contracts

between the Public Defenders and another attorney for services outlined in this contract must be submitted to The Newaygo County Circuit Court. The Newaygo County Circuit Court will not compensate any attorney working in conjunction with the Public Defenders named in this contract for delivery of services outlined in this contract.

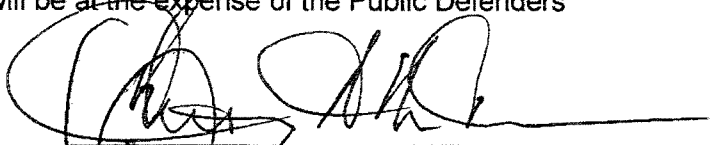
11. The Public Defenders agree to abide by the Michigan Rules of Professional Conduct as adopted by Order of the Michigan Supreme Court.
12. The term of this agreement shall be on a month-to-month basis, and will be automatically renewed unless terminated by any of the respective parties. In addition, the above-mentioned salaries shall be re-negotiated on an annual basis.
13. This agreement may be terminated by the County in either of the following eventualities:
  - ☐ If the attorneys fail to perform their obligations under this agreement in a manner satisfactory to the Chief Circuit Judge.
  - ☐ Upon 60 days notice, the Newaygo County Circuit Court finds that the attorneys have not provided adequate counsel for those indigent defendants they are appointed to represent.
14. The attorneys shall be required to keep adequate records of all appearances and services on behalf of defendants represented under this agreement, and shall make such records available to the Newaygo County Circuit Court, as it shall reasonably direct.
15. The attorneys shall be required to provide written proof of current liability insurance coverage in accordance with Newaygo County's Purchasing Policy. The attorneys shall notify the Newaygo County Circuit Court of any cancellations, or coverage issues, which may arise. Liability insurance will be at the expense of the Public Defenders themselves.

DATED: 11-23-11

DATED: 11-23-11

DATED: 12-12-11

DATED: 12/2/11

  
Anthony A. Monton, Chief Circuit Judge

  
John M. Greer

  
David C. Jaunese

  
Mark R. Schropp



# THE CIRCUIT COURT

TWENTY - EIGHTH JUDICIAL CIRCUIT

STATE OF



MICHIGAN

WILLIAM M. FAGERMAN  
CIRCUIT JUDGE

COUNTIES OF MISSAUKEE AND WEXFORD

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

November 29, 2011

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

RE: Attorneys taking criminal assignments in Wexford and Missaukee  
Counties

Dear Ms. McCowan:

I am responding to your letter dated November 21, 2011, requesting information about the attorneys handling criminal assignments in our circuit.

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

Anthony J. Badovinac  
117 W Cass Street  
Cadillac, MI 49601

Thomas G. Trautner  
P.O. Box 850  
Cadillac, MI 49601

Burton A. Hines, Jr.  
419 E. Chapin Street  
Cadillac, MI 49601

A copy of the contract is enclosed for your information.

November 29, 2011  
Maria Rose McCowan  
Page 2

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

Anthony J. Badovinac  
see address above

Thomas G. Trautner  
see address above

Burton A. Hines, Jr.  
see address above

Robert Ringstrom  
521 N. Lake Street  
Cadillac, MI 49601

Brian J. Hoffman  
P.O. Box 529  
Lake City, MI 49651

William S. Barnett  
107 ½ N. Mitchell Street  
Cadillac, MI 49601

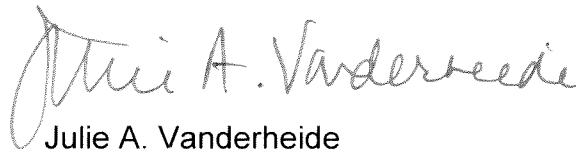
A copy of the contract is enclosed for your information.

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

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

Thank you.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Julie A. Vanderheide". The signature is fluid and cursive, with the first name "Julie" being more prominent.

Julie A. Vanderheide  
Court Administrator

jav

## AGREEMENT

Pursuant to Wexford Circuit Court Administrative Order 2003-05J and MCR 6.005(1) this agreement is made this 29<sup>th</sup> day of December, 2010, between the 28th Judicial Circuit Court of the State of Michigan and the 84th District Court of the State of Michigan, hereinafter referred to as the "Courts" and the law firms of Anthony J. Badovinac, Esq., Thomas G. Trautner, Esq., and Burton A. Hines, Jr., Esq., hereinafter referred to as the "Attorneys"; witnesseth:

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

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

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

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

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

1. The term of this agreement shall be from January 1, 2011 through December 31, 2011.
2. During said period the Attorneys agree to provide complete legal defense services for all indigent criminal defendants charged with criminal offenses in Wexford County and shall continue such representation of each defendant until final disposition in any court within said county even should that extend beyond the termination date of this contract.
3. For the purpose of this agreement criminal offenses shall include probation violation hearings.

4. During said period the Attorneys also agree to pursue appeals other than to the Court of Appeals or Supreme Court.

5. Division of cases. It is intended that the representation of indigents in the Courts shall be divided equally between the law firms entering into this contract. Instances where there are multiple persons to be represented and conflicts of interest requiring more than three law firms, counsel shall notify appropriate judge and additional counsel shall be appointed by the Court for that purpose. In the event that unusual circumstances or cases impose a disproportionate burden upon one of the law firms, the judges of the Court reserve the right to relieve the case load of one law firm and to assign extra cases to the others for the purpose of equalizing their burden, and the case load of the Attorneys will be reviewed quarterly for that purpose.

6. In the event that counsel determine that any party who is being represented is not in fact indigent or is capable of partial reimbursement to the county of the costs of his representation, the appropriate judge shall be promptly notified and arrangements made either for reimbursement or for substitution of counsel.

7. For the performance of the above described services Wexford County shall pay to each of the three law firms parties hereto the amount of \$39,733.00. Payment to Anthony J. Badovinac, Esq., Thomas G. Trautner, Esq, and Burton A. Hines, Esq. shall be made in 12 equal installments commencing January 15, 2011, and payable the 15th day of each month thereafter until the full amount is paid.

8. For any matter involving a trial or hearing exceeding one day duration or involving time demands of extraordinary nature, counsel may petition the Court for additional compensation at the rate of \$55.00 per hour for trial time only.

9. Wexford County shall reimburse the Attorneys for out-of-pocket expenses such as are currently authorized including long distance telephone tolls, mileage, transcripts for appeals, and such other expenses as may from time to time be ordered by the judges. The Attorneys will use court file transcripts for all motions based on District Court proceedings. Such costs are to be billed by the 30th day of each month payable in the usual course of county procedure upon approval by the respective judges.

10. Although this contract is for one year duration, the Courts and the Attorneys agree that this contract may be terminated by either Court or by any attorney by giving written notice of the proposed termination at least 30 days prior to the date of the proposed termination.

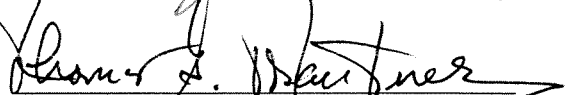
Should this contract be terminated as to any attorney or should it not be renewed, each


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

  
WILLIAM M. FAGERMAN, Circuit Judge

  
DAVID A. HOGG, District Judge

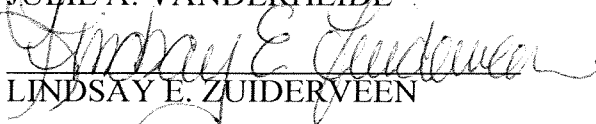
  
ANTHONY J. BADOVINAC, ESQ.

  
THOMAS G. TRAUTNER, ESQ.

  
BURTON A. HINES, JR., ESQ.

Attest:

  
JULIE A. VANDERHEIDE

  
LINDSAY E. ZUIDERVEEN

## AGREEMENT

Pursuant to Missaukee Circuit Court Administrative Order 2004-01J and MCR 6.005(1) this agreement is made this 29<sup>th</sup> day of December, 2010, between the 28th Judicial Circuit Court of the State of Michigan, the 34th District Court of the State of Michigan, and the Missaukee County Probate Court of the State of Michigan hereinafter referred to as the "Courts" and the law firms of Anthony J. Badovinac, Esq., William S. Barnett, Esq., Burton A. Hines, Jr., Esq., Brian J. Hoffman, Esq., Robert D. Ringstrom, Esq., and Thomas G. Trautner, Esq., hereinafter referred to as the "Attorneys"; witnesseth:

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

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

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

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

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

1. The term of this agreement shall be from January 1, 2011 through December 31, 2011.

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

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

3. For the purpose of this agreement criminal offenses shall include probation violation hearings.

4. During said period the Attorneys also agree to pursue appeals other than to the Court of Appeals or Supreme Court.

5. Division of cases. It is intended that the representation of indigents in the Courts shall be divided equally among the law firms entering into this contract. Instances where there are multiple persons to be represented and conflicts of interest requiring more than seven law firms, counsel shall notify the appropriate judge and additional counsel shall be appointed by the Court for that purpose. In the event that unusual circumstances or cases impose a disproportionate burden upon one of the law firms, the judges of the Court reserve the right to relieve the case load of one law firm and to assign extra cases to the others for the purpose of equalizing their burden, and the case load of the Attorneys will be reviewed quarterly for that purpose.

6. In the event that counsel determine that any party who is being represented is not in fact indigent or is capable of partial reimbursement to the county of the costs of his representation, the appropriate judge shall be promptly notified and arrangements made either for reimbursement or for substitution of counsel.

7. For the performance of the above described services Missaukee County shall pay to each of the law firms parties hereto the amount of \$15,348.00 during calendar year 2011. Payment to the attorneys shall be made in 12 equal installments commencing January 15, 2011, and payable the 15th day of each month thereafter until the full amount is paid.

8. For any matter involving a trial or hearing exceeding one day duration or involving time demands of extraordinary nature, counsel may petition the Court for additional compensation at the rate of \$55.00 per hour for trial time only.

9. Missaukee County shall reimburse the Attorneys for out-of-pocket expenses such as are currently authorized including long distance telephone tolls, transcripts for appeals, and such other expenses as may from time to time be ordered by the judges. However, Missaukee County will not reimburse attorneys for mileage to and from Cadillac. Travel expenses outside of the 28<sup>th</sup> Circuit Court boundaries may be reimbursed in exceptional circumstances, and such reimbursement requests will be evaluated on a case by case basis. The Attorneys will use court file transcripts for all motions based on District Court proceedings. Such costs are to be billed by the 30th day of each month payable in the usual course of county procedure upon approval by the respective judges.

10. Although this contract is for 12 months duration, the Courts and the Attorneys agree that this contract may be terminated by the Courts or by any attorney by giving written notice of the proposed termination at least 30 days prior to the date of the proposed termination.

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



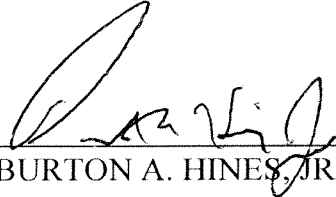
  
WILLIAM M. FAGERMAN, Circuit Judge

  
DAVID A. HOGG, District Judge

  
CHARLES PARSONS, Probate Judge

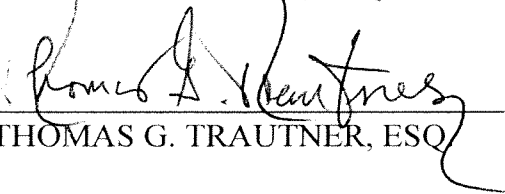
  
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January 23, 2012

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# B Voucher

APPOINTED COUNSEL VOUCHER  
INGHAM COUNTY CIRCUIT COURT

PLEASE TYPE

Date: \_\_\_\_\_

Distrib No. 101-13001-814000

Attorney Name:  
Street:  
City/State/Zip:  
Attorney Vendor #

Peo. vs.  
Original Charge:  
Dist Ct Case # & Judge:  
Cir. Ct Case # & Judge:  
Date of Appointment:

| Services Provided at District Court (other than Trial)  |                                   | Date | Fee                       | TOTAL |
|---|-----------------------------------|------|---------------------------|-------|
| Basic Fee   | In Jail                           |      | 121.00                    |       |
|   | Not In Jail                       |      | 98.00                     |       |
| District Court Pre-Trial Conference   |                                   |      | 33.00                     |       |
| District Court Pre-Trial Conference / Preliminary Exam Waived   |                                   |      | 56.00                     |       |
| District Court Pre-Trial Conference / Plea At Same Appearance   |                                   |      | 80.00                     |       |
| Prelim. Exam  | Held                              |      | 102.00                    |       |
|   | Dismissal of Charges without Exam |      | 47.00                     |       |
|   | Waiver with bind over             |      | 51.00                     |       |
| District Court Plea   |                                   |      | 56.00                     |       |
| District Court Plea & Sentence At Same Appearance   |                                   |      | 102.00                    |       |
| District Court Sentencing   |                                   |      | 56.00                     |       |
| <b>Services Provided at Circuit Court</b>   |                                   |      |                           |       |
| Circuit Court Pretrial Conference   |                                   |      | 37.00                     |       |
| Circuit Court Plea  |                                   |      | 56.00                     |       |
| Circuit Court Pre-Trial Conference & Plea at Same Appearance  |                                   |      | 84.00                     |       |
| Prosecutor Motions (Other than those held at time of trial or prelim & including those attended but adjourned by no fault or motion of Defense) |                                   |      | 37.00                     |       |
| Defense Motions (Other than those held at time of trial or Prelim.)   |                                   |      | 37.00                     |       |
| Circuit Court Plea & Sentence At Same Appearance  |                                   |      | 102.00                    |       |
| Trial Fee (To nearest 2 day)  |                                   |      | 77.00-½ day<br>153.00-day |       |
| Circuit Court Sentencing/YTA Grant  |                                   |      | 56.00                     |       |
| Failure of Defendant to Appear for Regularly Scheduled and Properly Noticed Court Date  |                                   |      | 33.00                     |       |
| Motion to Withdraw - Hearing Held   |                                   |      | 33.00                     |       |
| Hearing Adjourned   |                                   |      | 33.00 per hearing         |       |
| Extraordinary Expenses (Attach Explanation)   |                                   |      | 33.00 per hour            |       |
| Expenses (Must attach court pre-approval)   |                                   |      |                           |       |
|   |                                   |      | Total Request             |       |

Explanation for submission prior to conclusion of case: \_\_\_\_\_

Attorney Signature: \_\_\_\_\_ Bar Number: P- \_\_\_\_\_

## PAYMENT ORDER

The above noted statement of services is hereby approved and, by virtue of said appointment, the above named attorney is entitled to compensation hereby fixed at \$ \_\_\_\_\_.

Dated: \_\_\_\_\_

Court Administrator

Date

Audited By: \_\_\_\_\_

Last Revised 2/1/11

# C VOUCHER

APPOINTED COUNSEL VOUCHER  
INGHAM COUNTY CIRCUIT COURT

PLEASE TYPE

Date: \_\_\_\_\_

Distrib No. 101-13001-814000

Attorney Name:  
Street:  
City/State/Zip:  
Attorney Vendor #

Peo. vs.  
Original Charge:  
Dist Ct Case # & Judge:  
Cir. Ct Case # & Judge:  
Date of Appointment:

| Services Provided at District Court (other than Trial)  |                                   | Date | Fee                            | TOTAL |
|---|-----------------------------------|------|--------------------------------|-------|
| Basic Fee   | In Jail                           |      | 98.00                          |       |
|   | Not In Jail                       |      | 70.00                          |       |
| District Court Pre-Trial Conference   |                                   |      | 33.00                          |       |
| District Court Pre-Trial Conference / Preliminary Exam Waived   |                                   |      | 47.00                          |       |
| District Court Pre-Trial Conference / Plea At Same Appearance   |                                   |      | 70.00                          |       |
| Prelim. Exam  | Held                              |      | 79.00                          |       |
|   | Dismissal of Charges without Exam |      | 33.00                          |       |
|   | Waiver with bind over             |      | 37.00                          |       |
| District Court Plea   |                                   |      | 47.00                          |       |
| District Court Plea & Sentence At Same Appearance   |                                   |      | 84.00                          |       |
| District Court Sentencing   |                                   |      | 47.00                          |       |
| <b>Services Provided at Circuit Court</b>   |                                   |      |                                |       |
| Circuit Court Pretrial Conference   |                                   |      | 37.00                          |       |
| Circuit Court Plea  |                                   |      | 47.00                          |       |
| Circuit Court Pre-Trial Conference & Plea at Same Appearance  |                                   |      | 74.00                          |       |
| Prosecutor Motions (Other than those held at time of trial or prelim & including those attended but adjourned by no fault or motion of Defense) |                                   |      | 37.00                          |       |
| Defense Motions (Other than those held at time of trial or Prelim.)   |                                   |      | 37.00                          |       |
| Circuit Court Plea & Sentence At Same Appearance  |                                   |      | 84.00                          |       |
| Trial Fee (To nearest 2 day)  |                                   |      | 65.00-½ day<br>130.00-full day |       |
| Circuit Court Sentencing/YTA Grant  |                                   |      | 47.00                          |       |
| Failure of Defendant to Appear for Regularly Scheduled and Properly Noticed Court Date  |                                   |      | 33.00                          |       |
| Motion to With draw – Hearing Held  |                                   |      | 33.00                          |       |
| Hearing Adjourned   |                                   |      | 33.00 per hearing              |       |
| Extraordinary Expenses Requested (Attach Explanation)   |                                   |      | 33.00 per hour                 |       |
| Expenses (Must attach court pre-approval)   |                                   |      |                                |       |
|   |                                   |      | Total Request                  |       |

Explanation for submission prior to conclusion of case: \_\_\_\_\_

Attorney Signature: \_\_\_\_\_ Bar Number: P- \_\_\_\_\_

## PAYMENT ORDER

The above noted statement of services is hereby approved and, by virtue of said appointment, the above named attorney is entitled to compensation hereby fixed at \$ \_\_\_\_\_.

Dated: \_\_\_\_\_

Court Administrator

Date

Audited By: \_\_\_\_\_

Last Revised 2/1/11

# OTHER VOUCHER

APPOINTED COUNSEL VOUCHER  
INGHAM COUNTY CIRCUIT COURT

PLEASE TYPE

Date: \_\_\_\_\_

Distrib No. **101-13001-814000**

Attorney Name:  
Street:  
City/State/Zip:  
Attorney Vendor #

Peo. vs.  
Original Charge:  
Dist Ct Case # & Judge:  
Cir. Ct Case # & Judge:  
Date of Appointment:

| Services Provided  | Date | Fee              | TOTAL |
|--|------|------------------|-------|
| Violation of PPO Hearing Held  |      | 153.00           |       |
| Attended but Adjourned PPO Hearing (by no fault/Motion of Defense)                                   |      | 73.00            |       |
| PPO Hearing Dismissed  |      | 56.00            |       |
| Paternity Cases (Paid for by Family Division)  |      |                  |       |
| Attended but Adjourned Paternity Case (by no fault/Motion of Defense ) (Paid for by Family Division) |      |                  |       |
| E.O.C. Hearings Hours @ \$51.00 (Max, \$210.00)  |      | 51.00            |       |
| Line Up Held   |      | 51.00            |       |
| Bench Warrant (Criminal Bench Warrant Arraignment)   |      | 33.00            |       |
| Probation Violation Hearing/Sentence   |      | 79.00            |       |
| Probation Violation Hearing Only   |      | 60.00            |       |
| Probation Violation Sentencing Only  |      | 33.00            |       |
| Fugitive or Extradition  |      |                  |       |
| Hearing Held   |      | 153.00           |       |
| Hearing Waived   |      | 51.00            |       |
| Motion to Withdraw – Hearing Held  |      | 33.00            |       |
| Failure of Defendant to Appear for Regularly Scheduled and Properly Noticed Court Date               |      | 33.00            |       |
| Hearing Adjourned  |      | 33.0 per hearing |       |
| Extraordinary Expenses Requested (Attach Explanation)  |      | 33.00 per hour   |       |
| Expenses (Must Attach court pre-approval)  |      |                  |       |
|  |      | Total Request    |       |

Explanation for submission prior to conclusion of case: \_\_\_\_\_

Attorney Signature: \_\_\_\_\_ Bar Number: P-\_\_\_\_\_

## PAYMENT ORDER

The above noted statement of services is hereby approved and, by virtue of said appointment, the above named attorney is entitled to compensation hereby fixed at \$ \_\_\_\_\_.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Court Administrator

\_\_\_\_\_  
Date

Audited By: \_\_\_\_\_

Last Revised 2/1/11

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\* O.C. Misdemeanor list  
\*\*Also on capital appointment list

## STATE OF MICHIGAN



## CIRCUIT COURT

for

Gogebic and Ontonagon Counties

Thirty-Second Judicial Circuit

ROY GOTHAM, CIRCUIT JUDGE

CHERYL RUPPE, Administrative Assistant

TAMMY L. STELLA, Court Recorder

November 28, 2011

Office:  
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Bessemer, MI 49911-1052  
Chambers - 906-663-4211

State Appellate Defender Office  
ATTN: Marla Rose McCowan-CDRC Manager  
Suite 3300 Penobscot Building  
645 Griswold  
Detroit, MI 48226-4281

Dear Ms. McCowan:

In reference to your November 21 letter, please find enclosed a copy of the current public defender contract.

The attorneys taking assigned criminal work include Michael W. Korpela, Matthew J. Tingstad, Rudolph F. Perhalla, James M. Bucknell, and Jesse J. Monville. Fees are \$50 per hour.

Sincerely,

A handwritten signature in cursive script that reads "Cheryl Ruppe".

Cheryl Ruppe  
Administrative Assistant

Enc.

## **PUBLIC DEFENDER CONTRACT**

This Contract, dated below, is made between McKenzie & Findlay, P.L.C., ("ATTORNEY"), and the County of Gogebic acting through its authorized representatives, ("COUNTY"), and the Judges of the 32<sup>nd</sup> Circuit and 98<sup>th</sup> District acting within the County of Gogebic, ("COURT"), and represents the following understandings and agreements:

### **1. SERVICES COVERED:**

The ATTORNEY will provide representation to indigent criminal defendants on appointment by the Court, in the District Court and Circuit Court according to the scope of lawyer's responsibility provided in MCR 6.005(H). In addition, ATTORNEY will provide representation to indigents in paternity proceedings, criminal contempt proceedings, civil contempt proceedings, probation violation proceedings, and extraditions, when there exists a possibility of incarceration. Representation will be made at all stages of proceedings until completed, except as otherwise provided in this Contract.

### **2. SERVICES EXCLUDED:**

The following services are excluded from this Contract:

- A. Juvenile delinquency proceedings brought under the Michigan Juvenile Code, and any appeals following such proceedings.
- B. Child neglect or abuse proceedings brought under the Michigan Juvenile Code including any appeals of such proceedings.
- C. Appeals filed in the Michigan Court of Appeals and Michigan Supreme Court, except for interlocutory appeals.
- D. Appeals to the United States Supreme Court.
- E. Habeas corpus proceedings filed in federal courts.

### **3. ATTORNEY:**

The term ATTORNEY includes the lawyers who are members of, and/or employed by, McKenzie & Findlay, P.L.C.; provided however, the COURT retains the right of approval of any licensed attorney who may be hired or subcontracted by the ATTORNEY to perform services under this contract. Subcontracting or substitution of a service provider without COURT approval will be deemed a breach of this Contract.

### **4. INDIGENT PERSONS:**

An indigent person is defined by and shall be determined to be indigent by the COURT pursuant to MCR 6.005(B), (C), and (D). Attorney may not decline representation of an individual who is ostensibly indigent solely because the Court has not yet acted on the petition for representation.

**5. REPRESENTATION:**

Representation means an attorney's relationship to his or her client under the Michigan Rules of Professional Conduct and in the context of this Contract includes matters of advising, consulting, investigation, attending line-ups and out-of-court identification procedures, negotiations, trial preparation, preparation and appearance on motions, referrals to appropriate agencies, trials or retrials, post-trial motions, including those in appellate courts on interlocutory matters.

**6. TERM AND TERMINATION:**

- A. The term of this Contract shall be five (5) years, from January 1, 2009 through December 31, 2013.
- B. The COURT or COUNTY may otherwise terminate this Contract immediately and at any time for good cause, unethical conduct, or a breach of contract.
- C. Any party may terminate the Contract without cause by 90 days written notice at any time after April 1, 2009.

**7. CASES PENDING AT THE TIME OF COMMENCEMENT OF CONTRACT, AND AT THE EXPIRATION OR TERMINATION OF THE CONTRACT.**

- A. Any cases to which the ATTORNEY has been assigned prior to the contract term shall continue to be ATTORNEY'S responsibility during the term of the Contract without any compensation in addition to or beyond that provided for in this Contract.
- B. Cases pending at the expiration of the term of this Contract, or at the effective date of termination of this Contract without cause, shall continue to be the ATTORNEY'S responsibility without additional compensation; provided however, pending felonies where representation is anticipated to extend more than sixty (60) days beyond termination or expiration of the Contract will be the subject of negotiation for additional compensation.
- C. Cases pending at the termination of this Contract for cause will continue to be the responsibility of the ATTORNEY, according to the terms of the preceding paragraph, unless the COURT in which the action is pending determines that continued representation would be inappropriate.

**8. SUPERVISORY AUTHORITY:**

The Chief Judge of the 32<sup>nd</sup> Judicial Circuit shall be the supervising authority of this Contract as it relates to Circuit Court proceedings, and the Chief Judge of the 98<sup>th</sup> District Court shall be the supervising authority of this Contract as it relates to District Court proceedings.

**9. CONFLICT OF INTEREST:**

- A. In the event that ATTORNEY discovers a conflict of interest representation of a client pursuant to the, Michigan Rules of Professional Conduct, the ATTORNEY shall notify the COURT or appointing Judge and transfer the representation to a subcontract attorney approved by the COURT, except as provided in paragraph 9C below.
- B. The ATTORNEY shall compensate subcontract attorney on a per case basis. ATTORNEY'S maximum payment on any subcontract case shall not exceed \$10,000.00 per case. Should any subcontract case exceed \$10,000.00 in fees to subcontract attorney then the COUNTY shall be liable to the subcontract attorney for all amounts in excess of \$10,000.00. The COUNTY has the right to challenge the conflict.
- C. In the event of a conflict of interest representation involving multiple co-defendants, pursuant to MCR 6.005(F), or in the event of a conflict involving a current or former client the ATTORNEY represented under this Contract, the COURT may appoint counsel. Any costs of such appointments shall be the sole obligation of the COUNTY and not deducted from the Contract price.
- D. In the event of a Client request to substitute ATTORNEY at any time during representation, Circuit or District Judge as appropriate shall determine whether Client has legitimate or appropriate cause for such request. In the event the Client has appropriate cause the Court shall be entitled to appoint substitute Counsel to be compensated by deduction from Contract monthly payments as provided herein.

**10. PAYMENT:**

- A. The COUNTY shall pay ATTORNEY the total annual monetary sum of \$85,000.00 per year.
- B. Payments under the Contract shall be made in equal monthly installments while the Contract remains in effect.
- C. The ATTORNEY shall not receive compensation in any form from or on behalf of persons represented or for services rendered pursuant to this Contract.
- D. Payments shall be supplemented by the reimbursement of costs as set forth below.

**11. COSTS AND EXPENSES:**

- A. The ATTORNEY shall pay for all costs, fees and expenses incurred providing the Contract services as well as all overhead costs such as general office, compensation of employees, staffing, telephone, supplies, copying, postage, equipment, as well as subcontract fees paid to other attorneys.
- B. The COUNTY shall be responsible for and pay the following additional expenses:
  - 1. Witness fees and expenses including statutory mileage for witnesses.

2. Investigative services and expert witness fees when approved by the COURT.
3. Deposition costs when approved by the COURT.
4. Transcripts of preliminary examinations and other transcripts when approved by the COURT.
5. Service of process fees.
6. Costs of medical and psychiatric evaluations when ordered or approved by the COURT.
7. Necessary out-of-county mileage, meals and lodging expenses incurred while reasonably investigating or trying cases or proceedings pursuant to this Contract. Reimbursement will be at the same rate as allowed for county employees.

**12. INDEMNIFICATION OF COUNTY AND COURT; MALPRACTICE INSURANCE:**

- A. ATTORNEY is an independent professional and all parties to this Contract acknowledge ATTORNEY'S authority and responsibility to exercise professional judgment in the representation of clients pursuant to this Contract. COUNTY and COURT shall have no authority, beyond the COURT'S general supervisory responsibility regarding all attorneys under the law, to interfere with ATTORNEY'S exercise of professional judgment or interfere with the attorney-client relationship.
- B. The COUNTY and COURT shall have no liability to indigent clients for malpractice or related claims. ATTORNEY shall indemnify and hold the COUNTY and COURT harmless from malpractice or related claims which may be brought by persons represented by ATTORNEY pursuant to the Contract, both as to defense of such claims and payment of any damages.
- C. ATTORNEY shall carry malpractice insurance with coverages and limits approved by the COURT and proof of such insurance shall be provided to the Circuit Judge and the County.

**13. NON-PRIVILEGED INFORMATION ACCESS:**

- A. When appropriate the ATTORNEY shall advise clients serviced by this Contract that information regarding their financial circumstances which is probative of determining indigency is not privileged information unless the information is also directly probative of the guilt or innocence of the client, in which case the information shall be protected by the lawyer-client privilege.
- B. ATTORNEY shall maintain individual case records in a manner and according to categories as deemed necessary but not unduly burdensome for the effective evaluation and review of this Contract, maintaining records in such a way as to separate privileged information from information appropriate to evaluation and review of the Contract.
- C. ATTORNEY shall participate in meetings with the COURT, COUNTY and prosecutor when requested relative to the administration of this Contract and administration of the criminal justice system in Gogebic County generally, and

ATTORNEY shall readily provide data regarding the nature and number of cases and time dedicated to representation of indigent clients, individually and generally.

D. ATTORNEY has the continuing responsibility to bring to the attention of the particular presiding judge in a matter any non-privileged information regarding the financial resources of defendants which bears upon their eligibility for services under this Contract.

**14. CONTRACT MODIFICATIONS:**

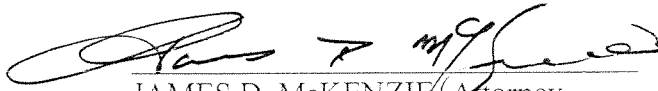
Any modification of this Contract shall be in writing and approved by all parties. There are no parole agreements accompanying this Contract.

**15. RESOLUTION OF DISPUTES:**

As a pre-condition to instituting civil legal action pursuant to this Contract, the parties shall meet together, including all three (3) sitting judges in Gogebic County, in an effort to resolve disputes on at least two (2) separate occasions regarding the same issue.

This Contract consists of five pages and shall be effective January 1, 2009.


January 21, 2009

  
JAMES D. McKENZIE, Attorney


January 22, 2009

  
ROY D. GOTHAM, Circuit Judge

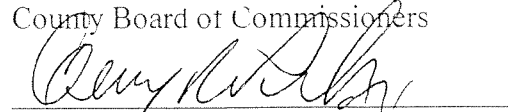
January 16, 2009

  
ANDERS B. TINGSTAD, JR. District Judge

January 28, 2009

  
Thomas F. Gerovac - Chairman, Gogebic County Board of Commissioners

January 29, 2009

  
GERRY R. PELISSERO,  
Gogebic County Clerk

|   |  |          |
|---|--|----------|
| STATE OF MICHIGAN<br>JUDICIAL DISTRICT<br>32nd JUDICIAL CIRCUIT | PETITION AND ORDER FOR<br>COURT APPOINTED ATTORNEY | CASE NO. |
|---|--|----------|

ORI Court address Court telephone no.  
MI- Gogebic County Courthouse 200 N. Moore Street, Bessemer, MI 49911 (906) 663-4211

|   |   |   |
|---|---|---|
| THE PEOPLE OF<br><input type="checkbox"/> The State of Michigan<br><input checked="" type="checkbox"/> _____<br>_____ | v | Defendant's name, address, and telephone no.<br>_____<br>_____<br>_____ |
|   |   | CTN _____ SID _____ DOB _____   |

**PETITION**

The defendant requests a court appointed attorney and submits the following information:

|   |  |
|---|--|
| <b>1. CHARGE</b><br>Next hearing: _____<br>Date _____<br>Bail amount: \$ _____<br><input type="checkbox"/> Misdemeanor<br><input type="checkbox"/> Felony<br><input type="checkbox"/> Paternity<br><input type="checkbox"/> Bond posted | <b>2. RESIDENCE</b><br><input type="checkbox"/> Rent <input type="checkbox"/> Own <input type="checkbox"/> Live with parents<br><input type="checkbox"/> Room/Board  |
| <b>4. INCOME</b> Employer name and address _____<br>Length of employment _____<br>Average take-home pay \$ _____<br><input type="checkbox"/> weekly <input type="checkbox"/> monthly <input type="checkbox"/> every two weeks           | <b>3. MARITAL STATUS</b><br><input type="checkbox"/> Single <input type="checkbox"/> Divorced <input type="checkbox"/> Dependents: _____<br><input type="checkbox"/> Married <input type="checkbox"/> Separated Number _____ |
| Other Income State monthly amount and source (DSS, VA, rent, pensions, spouse, unemployment, etc.)<br>_____   |  |
| <b>5. ASSETS*</b> State value of car, home, bank deposits, inmate accounts, bonds, stocks, etc.<br>_____  |  |
| <b>6. OBLIGATIONS*</b> Itemize monthly rent, installment payments, mortgage payments, child support, etc.<br>_____  |  |
| <b>7. REPAYMENT</b> I understand that I may be ordered to repay the court for all or part of my attorney and defense costs.   |  |
| <b>8. VERIFICATION</b> I declare under penalty of contempt of court that the above information is true to the best of my information, knowledge, and belief.<br>Date: _____ Signature: _____  |  |

\*Use reverse side for additional information/comments.

**ORDER**

- ☐ 9. \_\_\_\_\_ is appointed to represent the petitioner.  
 Name \_\_\_\_\_ Bar no. \_\_\_\_\_
- ☐ 10. The petition is denied because: \_\_\_\_\_

|  |               |
|--|---------------|
| District Court Endorsement (felony cases only) |               |
| Date _____                                     |               |
| Judge _____                                    | Bar no. _____ |

|             |               |
|-------------|---------------|
| Date _____  |               |
| Judge _____ | Bar no. _____ |



**CHARLEVOIX COUNTY**  
**CONTRACT ATTORNEYS**

TRAVIS GROAT  
1404 BRIDGE ST., STE. 101  
CHARLEVOIX MI 49720 (231) 547-1111

KRAAG C. LIEBERMAN  
103 BELVEDERE AVE.  
CHARLEVOIX MI 49720 (231) 547-9942

CHRISTOPHER TURKELSON  
1404 BRIDGE ST., STE. 101  
CHARLEVOIX MI 49720 (231) 547-1111

JODI DOAK  
219 E. MAIN ST., STE. 1  
BOYNE CITY MI 49712 (231) 582-0712

**AGREEMENT FOR LEGAL  
REPRESENTATION OF INDIGENTS**

**CHARLEVOIX COUNTY**

**(January 1, 2010-December 31, 2012)**

This Agreement made and entered into by and between the County of Charlevoix, whose address is 301 State Street, Charlevoix, Michigan, 49720, and a consortium of attorneys consisting of Jodi Doak, Christopher Turkelson, Travis Groat, and Kraag Lieberman, whose address is c/o Kraag Lieberman, 103 Belvedere Avenue, Charlevoix, Michigan 49720, herein referred to as the Consortium.

**RECITALS**

WHEREAS, the County desires to contract for the legal representation of indigent persons faced with the possibility of incarceration as a result of criminal charges or quasi-criminal charges in the 90<sup>th</sup> District Court or the 33<sup>rd</sup> Circuit Court for Charlevoix County, and,

WHEREAS, the Consortium has provided a proposal to provide indigent representation pursuant to the County's request for the same, and,

WHEREAS, the County having determined that the Consortium is able to provide the requisite indigent representation,

NOW THEREFORE, in consideration of the mutual covenants set forth below, the Parties to this Agreement agree as follows:

1) TERM OF THE CONTRACT: The term of this contractual agreement shall be from January 1, 2010, through December 31, 2012, the date of the execution of the contract by the Parties notwithstanding.

2) PERSONNEL:

A) The Consortium shall provide the professional services of the following named attorneys to fulfill its' obligation for the provision of the public defender services:

- 1) Kraag Lieberman  
103 Belvedere Ave., Charlevoix, Mi. 49720
- 2) Christopher Turkelson  
1404 S. Bridge, Charlevoix, Mi. 49720
- 3) Jodi Doak  
219 E. Main, Ste. 1, Boyne City, Mi. 49712
- 4) Travis Groat  
1404 S. Bridge, Charlevoix, Mi. 49720

The above named attorneys have been approved by the Judges of the 90<sup>th</sup> District Court and the 33<sup>rd</sup> Circuit Court for the provision of indigent legal services. The Consortium shall provide such other qualified attorneys as may be needed to assure the performance of the services stated herein, all of whom must be approved by the appropriate Judge of his/her designee

prior to performing any services. In the case of non-representation of an indigent by the Consortium members, for any reason, the Consortium shall provide a qualified replacement attorney, approved by the appropriate Judge, as may be needed to perform the required services, and the Consortium shall be responsible for the remuneration of that attorney, without further expense to the County.

B) The Consortium agrees that in the event that it becomes necessary to replace any, or all, of the named attorneys, whether on a temporary or permanent basis, the Circuit Court Judge and the District Court Judge shall be consulted concerning an appropriate replacement attorney. Upon agreement on a replacement attorney, the Judges will execute a written authorization for the replacement to join the Consortium.

C) The minimum standard or qualification for selecting appointed counsel is that they are an attorney in good standing with the State Bar of Michigan. Additionally, the Judge will consider such criteria as the attorneys' experience, advocacy and legal skills, and scheduling availability when selecting appointed counsel.

3) ADMINISTRATION AND SUPPORT: The Consortium shall provide:

A) All general administrative services, including the scheduling'

of attorney court appearances as needed to assure the orderly and timely provision of legal services to indigent clients.

B) Office facilities adequate for the needs of the named attorneys while performing all legal services required.

C) All necessary secretarial and clerical services.

D) All necessary office supplies.

E) All transportation necessary for the attorneys to fulfill their contract obligations.

F) An adequate law library.

4) TIME REQUIREMENTS: The Consortium shall provide the County, through the named attorneys, or approved replacements, sufficient hours of work to perform the professional services mandated by this Agreement. No work performed by any clerk, secretary, assistant or para-legal shall be classified as attorney work.

The Consortium further agrees to have an attorney available on each Circuit Court motion day for arraignments, sentencings, and Friend of Court Show Cause hearings. The Consortium further agrees to have an attorney available for District Court Drug Court proceedings. The Consortium shall be responsible for scheduling attorneys for such Circuit and

District Court days.

5) TIME RECORDS: The Consortium agrees to maintain accurate time records for all attorney work performed under this Agreement. Upon the request of the Judges of the Circuit or District Court, the Consortium members shall provide copies of such records. As the compilation of time records can be a time consuming task, any request for such records shall require a 7 day advance notice to the attorneys.

6) DUTIES and RESPONSIBILITIES: The names attorneys shall provide the following services:

A) Representation of indigents on all criminal cases, felony and misdemeanor, excluding appeals from Circuit Court;

B) All appeals from District Court to Circuit Court of appropriate criminal matters;

C) Any criminal assignments from Circuit Court;

D) Circuit and District Court probation violations and revocations of Youthful Trainee Status and section 7411 status;

E) Paternity matters in Circuit Court;

F) Friend of the Court matters or contempt proceedings where there is a possibility of incarceration;

G) Extradition proceedings;

H) Indigent cases remanded from the Court of Appeals or the Supreme Court for further proceedings.

7) DURATION OF REPRESENTATION: Legal representation includes all issues arising from the items listed above on cases wherein appointment of counsel is made on or after January 1, 2010, through December 31, 2012. Notwithstanding, the Parties agree that representation on any individual matter assigned during the term of the Agreement shall extend beyond the term of the Agreement to the end of the particular matter, with no further compensation to the assigned attorneys, unless either the Circuit Court Judge or the District Court Judge approves additional compensation due to the particular nature of the case.

On-going issues in paternity cases, family/child support cases, or contempt cases shall not be construed to be a part of this Agreement beyond the terms of the Agreement.

8) COMPENSATION FOR SERVICES: In consideration for all of the services to be provided, the County shall pay the Consortium attorneys as follows:

A) for the year 2010, the total sum of \$183,807.56, paid in equal monthly installments of \$15,317.30, on the first of each month.

B) For the year 2011, the total sum of \$187,483.71, paid in equal monthly installments of \$15,623.64, on the first of each month.

C) For the year 2012, the total sum of \$191,233.38, paid in equal monthly installments of \$15,936.12, on the first of each month.

9) OTHER PROVISIONS: It is agreed and understood by the Parties that:

A) Upon approval of the appropriate Court, the County may be required to pay expert witness fees and costs, the costs of polygraph examinations, and investigative fees, if such services are deemed necessary in the provision of adequate legal representation of indigent defendant.

B) The Consortium attorneys shall be reimbursed by the County for long distance phone calls and collect calls taken during the course of the representation of indigent defendants. No more frequently than once each calendar quarter shall attorneys submit to the County a copy of their long distance telephone records to support their claim for reimbursement.

C) The monthly compensation paid to the Consortium attorneys is deemed to be satisfactory for the services they render. In the event that a Consortium member is assigned to a case that is extraordinary in its nature, severity, complexity, or duration, said attorney may petition to the



appropriate Court for additional compensation, which may be granted by the Court in its' discretion, and if so ordered, shall be paid by the County.

D) Any amendments to, or alteration of, the terms of this Agreement shall be valid only when reduced to writing and signed by the Parties or their designated representative.

10) The Consortium members herein act as independent contractors and do not acquire any rights or benefits from the County by way of workers' compensation, nor any benefits under the County's personnel program covering medical and hospital care, sick pay, vacation pay, severance pay, or retirement benefits.

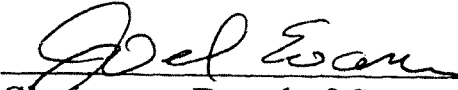
11) INSURANCE: The Consortium agrees that each of its' members shall maintain malpractice insurance and other appropriate business insurance at all times during the term of this Agreement. In this regard, the Consortium shall provide the County, upon request, proof of their insurance coverage.

12) ENTIRE AGREEMENT: It is understood by the Parties that the entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations not set forth herein in writing.

IN WITNESS WHEREOF< the Parties set their hands and accept the

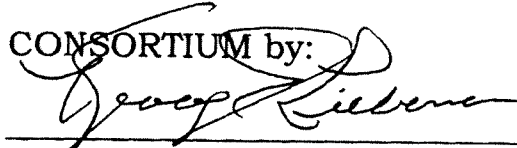
terms of this Agreement as of the dates of execution indicated.

CHARLEVOIX COUNTY by:

  
Chairman, Board of Commissioners

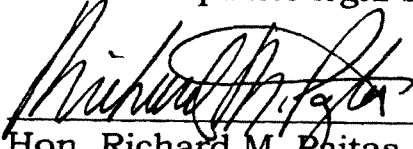
Date: 1/27, <sup>2010</sup>~~2009~~

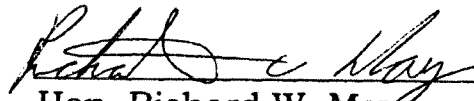
CONSORTIUM by:

  
Consortium Coordinator

Date: 12/18, 2009

The terms of this Agreement have been reviewed and approved, and the designated Consortium Attorneys have been approved as qualified to provide the requisite legal services for indigent clientele.

 12-18-09  
Hon. Richard M. Pajtas  
33<sup>rd</sup> Circuit Court Judge

 12/18/09  
Hon. Richard W. May  
90<sup>th</sup> District Court judge

**ROSCOMMON COUNTY DEFENSE CONTRACT**

January 1, 2012- December 31, 2012

**THE UNDERSIGNED AGREE AS FOLLOWS:**

1. That the following law offices- Law Office of Gerard F. Brabant, PC; Chrisspell & Associates, Attorneys At Law, P.C.; Law Office of John E. Rosczyk, Troy B. Daniel of Hess, Hess & Daniel, PC, and Chuck Moses- shall provide representation for all indigent criminal defendants charged with offenses cognizable in Circuit Court pursuant to MCR 6.001(A) and all criminal defendants charged with offenses cognizable in District Court pursuant of MCR 6.001(B).
2. The instant contract applies to those court appointments occurring after January 1, 2012, and prior to January 1, 2013. Each attorney participant agrees to complete each file assigned while participating in the contract, irrespective of whether that attorney subsequently withdraws from this instant contract or future defense contracts.
3. All attorneys and law offices presently appointed shall continue working on cases appointed to them before January 2, 2012.
4. All attorneys and law offices presently and/or law offices referenced above will be compensated at the following monthly rate through December 2012:
  - a. Law Office of Gerard F. Brabant, \$3,239.41 per month (**felony** appointments only)
  - b. Troy B. Daniel of Hess, Hess & Daniel, PC, \$3,239.41 per month (**felony** appointments only)
  - c. Law Office of John E. Rosczyk, \$3,239.41 (**felony** appointments only)
  - d. Chrisspell & Associates, Attorneys At Law, 2,424.93 (**misdemeanor** appointments only); and
  - e. Chuck Moses, \$2,424.93 (**misdemeanor** appointments only)
5. Court ordered appointments shall, pursuant to the provisions of this contract, apply only to those circumstances where the Michigan Constitution, Michigan Statute, or Michigan rules of Court require the appointment of counsel. All attorneys shall accept on a rotating basis; paternity cases, child support contempt proceedings, contempt of court bench warrants associated with child support and paternity cases and personal protection order contempt proceedings. Attorneys receiving felony appointments shall be appointed for Circuit Court Probation violation hearings and only the attorneys receiving the misdemeanor appointments shall be appointed for District Court Probation violation hearings. Although cases in which a defendant is charged with *First Degree Murder*, *Second Degree Murder* or *Open Murder* are included as part of the services to be rendered under this contract, the court appointed counsel may submit a bill for said services on such cases, which shall then be reviewed by the Circuit Court Judge and, where appropriate, said counsel shall be paid such amount for said services as approved by the Judge. Said payment or payments shall be in addition to the normal contract rate.
6. All attorneys operating under the terms and conditions of the instant contract have an


affirmative obligation to review an indigent defendant's financial status and advise the appropriate court in the event that counsel subsequently discovers that a defendant may not be entitled to court appointed counsel for lack of indigency.

7. The parties agree that any one of the attorneys or law offices to the instant contract may unilaterally cancel the contract obligation of said party without any future liability upon sixty (60) days written notice to the affected courts of said intent to cancel.
8. The Circuit Court Judge and District Court Judge may remove an attorney from participation in this contract under the following circumstances:
  - a. Both judges determine that the participating attorney is incompetent or unethical;
  - b. Both judges determine that the participating attorney does not act in the best interest of justice;
  - c. Both judges determine that the participating attorney refuses or fails to fulfill his or her duties and obligations under this contract and that they have been notified in writing from both judges for a similar or like breach of his or her duties and obligations under this contract on at least one previous occasion;
  - d. The participating attorney has been suspended, sanctioned, or disbarred by the Michigan State Bar.
  - e. Any attorney who shall become subject to the sanctions imposed by this paragraph shall be notified in writing by both judges.
9. The parties agree that the allocation of monies per attorney participant and allocation of defense contract responsibility per attorney participant does not reflect the actual allocation of financial responsibility each court participant has to the instant contract.

*Approvals and Signatures follow on next page*

**Approved by Attorney Participants:**

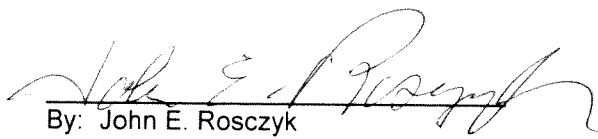
Law Office of Gerard F. Brabant, P.C.

  
By: Gerard F. Brabant

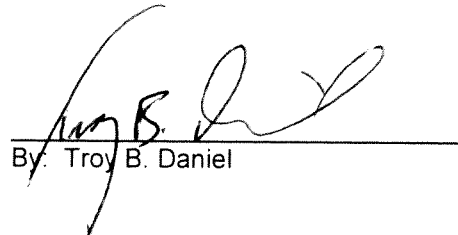
Chrispell & Associates, Attorneys At Law, P.C.

  
By: Roberta Eckert-Chrispell

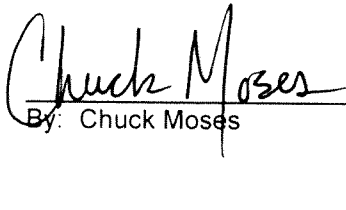

Law Office of John E. Rosczyk

  
By: John E. Rosczyk

Troy B. Daniel of Hess, Hess & Daniel, PC

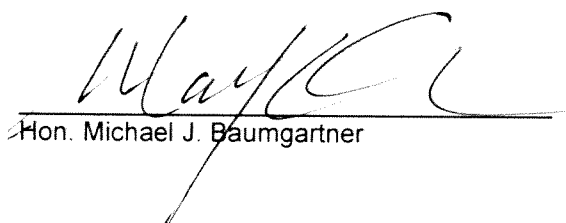
  
By: Troy B. Daniel

Chuck Moses

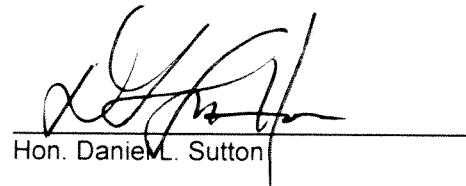
 w/permission  
By: Chuck Moses 

**Approved by Court:**

34<sup>th</sup> Judicial Circuit Court  
Roscommon County

  
Hon. Michael J. Baumgartner

83<sup>rd</sup> Judicial District Court  
Roscommon County

  
Hon. Daniel L. Sutton

Dated: 1/9/12

Dated: 1-9-12

|   |
|---|
| <p>January1, 2012-September 30, 2012<br/>CONTRACT TO PROVIDE INDIGENT COUNSEL</p> |
|---|

This agreement is made this \_\_\_\_\_ day of November, 2011, between the County of Ogemaw and ***William P. Jennings Jr., PC, Jon Macdonald, PLC, Darris P. Richards PLLC, William D. Engemann, PC, Katrina I. Bonnell, PLC, Juarez & Juarez, PC and Thomas E. Schaiberger, PLC,*** of West Branch, Michigan, and their assignees, hereinafter referred to as "the Attorneys".

Whereas, there is a need for each of the Courts serving the County of Ogemaw to provide legal counsel for indigent individuals who are economically unable to obtain legal representation for those actions where it has been determined that legal counsel shall be provided at County expense, to defend indigent individuals who are charged with criminal offenses or probation violations at the District Court and Circuit Court levels, and to provide representation for indigent individuals who are within the Jurisdiction of the 34th Circuit Court - Family Division, including all minors who are charged with criminal offenses in the Ogemaw County Circuit Court-Family Division, and in addition, including representation of indigent individuals who face allegations of abuse and/or neglect, and in all Probate Court guardianship, Mental Health Hearings, guardianship reviews, conservatorship or other protective proceedings relating to adults and/or children when appointment of counsel or guardian ad litem is statutorily, constitutionally or by Court Rule mandated, and who cannot retain private counsel. As contemplated by this document, an indigent criminal defendant shall be defined as a person who is without sufficient funds or ability to hire an attorney to defend himself or herself as per Michigan Court Rule 6.005(B).

Whereas, the payment system which appears to offer the most satisfactory fulfillment of that need is a contract between the County of Ogemaw and the above-named Attorneys to provide such services as may be needed;

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

**Now therefore, the parties do mutually agree as follows:**

1. The term of this agreement shall be for a period of nine (9) months from the first day of January, 2012 through the thirtieth day of September, 2012.
2. This contract shall not hinder, interfere, or in any way diminish the authority of the Court to assign or replace counsel as provided by law.
3. During said period, the Attorneys agree to provide legal defense services for all criminal offenses either cognizable in the 82nd District Court or the 34th Circuit Court for which attorney appointments are made during the term of this agreement; furthermore, the attorney shall provide legal representation for individuals requiring counsel for actions within the jurisdiction of the 34th Circuit Court - Family Division and the Ogemaw County Probate Court.
4. The Attorneys shall be required to represent each individual until final disposition concerning the matter to which he or she has been appointed, even if said representation extends beyond the termination date of this contract. However, the Attorney's representation on any and all matters in any Court extending beyond the expiration of this agreement shall be billed to the Courts and the County and paid at the rate of \$60.00 per hour from the date of expiration of this agreement until the final disposition of the matter.

5. Applicable offenses shall include all District Court misdemeanors, Circuit Court misdemeanors and Circuit Court felonies, criminal show cause cases, probation violation hearings resulting from such criminal offenses, Friend of the Court hearings for contempt and Personal Protection Order violation hearings. This agreement shall also include all aspects of District Court proceedings, lineups, or other pre-arrest matters pertaining to Circuit Court cognizable offenses.
6. If any attorney under this contract is appointed to a murder or attempted murder criminal matter, then each attorney so appointed shall be entitled to compensation for any services pursuant to this contract at the rate of \$60.00 per hour for all time in excess of **400 hours** as long as the murder or attempted murder matter remains pending.
7. It is further agreed that this contract is executed between Ogemaw County and ***William P. Jennings Jr., PC, Jon Macdonald, PLC, William D. Engemann, PC, Katrina I. Bonnell, PLC, Juarez & Juarez, PC, Darris B. Richards PLLC and Thomas E. Schaiberger, PLC***, *Each office listed above shall be responsible for a percentage of all criminal indigent cases requiring appointment of counsel and all Family Court / Probate Court indigent cases requiring appointment of counsel as follows:*

|                             |             |
|-----------------------------|-------------|
| William P. Jennings Jr., PC | one-eighth  |
| Macdonald, PLC              | one-eighth  |
| William D. Engemann, PC     | one-eighth  |
| Katrina I. Bonnell, PLC     | one-eighth  |
| Juarez & Juarez, PC         | two-eighths |
| Thomas E. Schaiberger, PLC  | one-eighth  |
| Darris P. Richards PLLC     | one-eighth  |

The offices shall be appointed on a rotating basis pursuant to a



list maintained in each appointing Court. ***The District Court shall maintain a separate appointment list for all Criminal Sexual Conduct matters thereby insuring that all offices receive equal appointments for such matters.***

8. If the Attorney does not or is not able to represent any eligible, indigent person for any reason, such as conflict of interest, but not including the person's refusal to allow the attorney to represent him/her, it will be the responsibility of the attorney to contact another attorney involved in this contract for exchange of assignments, provided that the Court involved reserves the right to disapprove of any such substitution. In the event that no attorney to this contract can represent a defendant, the Court shall appoint an attorney not a party to this contract.
9. Nothing herein shall be deemed to create any burden on the attorney to pay out of pocket expenses for necessary costs, including subpoena and witness fees; expert fees; filing fees; deposition costs; copy costs; long distance telephone charges; costs of records, transcripts and reports; mileage expenses at the rate of \$0.40 per mile outside the County of Ogemaw; or any other expenses incurred on behalf of any indigent client. Expenses shall be billed to the Courts and the County of Ogemaw within 30 days after the end of the month in which they were incurred. Payment for any and all expenses as provided in this paragraph shall be paid by the County of Ogemaw within 30 days of submission of a bill for said expenses. The attorneys shall file a petition with the respective Court for any expert witness fees or investigator fees and obtain from the Court a budget for such expenses in advance and permission to incur same.
10. This agreement shall not apply to post-conviction appeals from and in any Court or parental rights termination representation on these matters shall be paid by the Courts and the County at the rate of \$60.00 per hour.

11. All Judges reserve the right to refuse to allow any attorney contained herein, to practice in their respective court. If any attorney does not satisfy their performance pursuant to this contract due to a judge's refusal to let him/her appear in their court, or failure to perform for any other reason, that individuals share of income pursuant to this contract shall be equally apportioned between those that continue to fully perform.

For performance of the above described services, payment shall be made in the total sum of ***One Hundred Seventy Two Thousand, Five Hundred Dollars (\$172,500.00)***. Payments shall be made in monthly installments commencing the first day of January 1, 2012 and then on the first day of each month during term of this contract until the amount is paid in full. Total payment amounts per attorney and monthly installment payments ***are (will be) contained in ATTACHMENT A.***

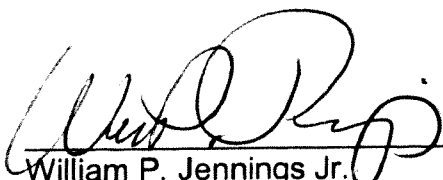
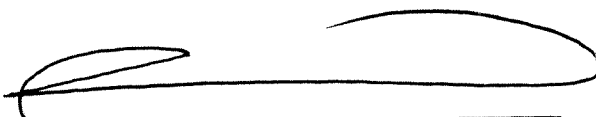

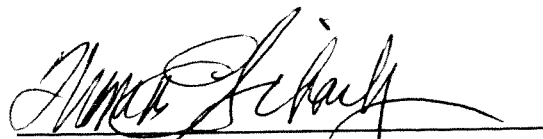


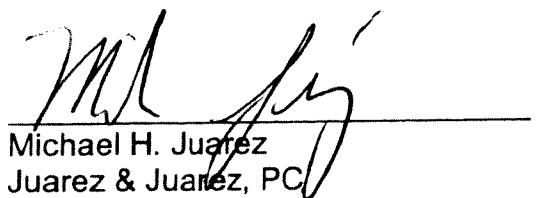

This contract shall in no way limit the authority of the appropriate Judge to appoint additional counsel and/or substitute counsel as is deemed appropriate on a case by case basis.

Each attorney will be required to keep accurate records and submit a monthly summary to each Court of all time and expenses incurred in each Court for each case. The monthly summary shall be filed with the Court in which the hours of representation were incurred and a copy shall be filed with the Ogemaw County Clerk within ***21 days*** from the end of each month for which the hours are being submitted.


Each attorney shall also be required to carry legal malpractice insurance with a minimum coverage of \$100,000 / \$300,000. Proof of such coverage shall be filed with the Ogemaw County Clerk by ***December 15, 2011*** if not already on file.

In consideration of the monthly payments ***provided herein***, it is anticipated that the Attorneys will continue participation through the last date of this contract and in the event of disability, the cessation of practicing law, and/or

other disability or inability to fulfill the obligations of this agreement, counsel shall, with prior approval of the Judges and other participating offices under this contract, obtain substitute representation to fulfill his/her obligations under this contract.

  
William P. Jennings Jr.  
William P. Jennings Jr., PC  
Jon R. Macdonald  
Macdonald, Williams & Macdonald, PLC  
Darris B. Richards  
Darris B. Richards, PLLC  
Thomas E. Schaiberger  
Thomas E. Schaiberger, PLC  
William D. Engemann  
William D. Engemann, PC  
Katrina I. Bonnell  
Katrina I. Bonnell, PLC  
Michael H. Juarez  
Juarez & Juarez, PC  
Christine R. Juarez  
Juarez & Juarez, PC

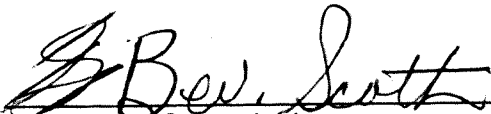
\*\*\*\*\*



Scott Coclosure, Commissioner



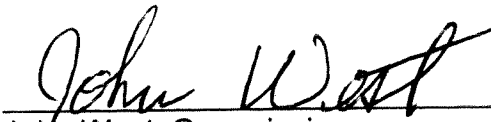
Bruce Reetz, Commissioner



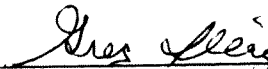
Bev Scott, Commissioner



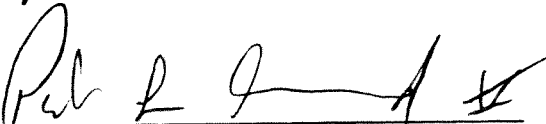
Ron Quackenbush, Commissioner



John West, Commissioner



Greg Illig, Commissioner



Pete Hennard, Commissioner

## **ATTACHMENT A**

### **EXAMPLE – NOT FINAL**

**January 1, 2012- September 2012 (9 Months)**

**\$172,500**

|                       |                  |                         |
|-----------------------|------------------|-------------------------|
| Jon Macdonald         | \$2,395.83/month | \$21,562.47/Nine months |
| William Jennings      | \$2,395.83/month | \$21,562.47/Nine months |
| Michael Juarez        | \$2,395.83/month | \$21,562.47/Nine months |
| Katrina Bonnell       | \$2,395.83/month | \$21,562.47/Nine months |
| Christine Juarez      | \$2,395.83/month | \$21,562.47/Nine months |
| William Engemann      | \$2,395.83/month | \$21,562.47/Nine months |
| Darris B. Richards    | \$2,395.83/month | \$21,562.47/Nine months |
| Thomas E. Schaiberger | \$2,395.83/month | \$21,562.47/Nine months |

### **CAUTION:**

**THIS MAY NOT REFLECT THE ACTUAL FINAL DISBURSEMENT SCHEDULE AND IS MEANT TO SERVE AS AN ESTIMATED EXAMPLE ONLY – THE DISBURSEMENT PERCENTAGES FOR EACH ATTORNEY MAY CHANGE AFTER FURTHER TALKS BETWEEN THE ATTORNEYS – HOWEVER THIS FACT WILL NOT CHANGE THE OVERALL CONTRACT VALUE OF \$172,500 FOR January 1, 2012-September 30, 2012.**

# Thirty-Fifth Judicial Circuit Of Michigan

**GERALD D. LOSTRACCO**  
Circuit Court Judge  
(989) 743-2298

**JANICE A. FOLTZ**  
Circuit Court Administrator  
(989) 743-2248

**LAURA DURAZZO**  
Research Attorney  
(989) 743-2675

December 14, 2011

Shiawassee County Circuit Court  
208 N. Shiawassee Street  
Corunna, Michigan 48817

**SANDY M. OSTRANDER**  
Caseflow Manager  
(989) 743-2298

**KIMBERLY A. SHIPMAN**  
Deputy Court Administrator  
(989) 743-2312

**RHONDA S. ROBINSON**  
Judicial Assistant  
(989) 743-2239

Ms. Marla Rose McCowan  
CDRC Manager  
State Appellate Defender Office  
Suite 3300, Penobscot Bldg  
645 Griswold  
Detroit, MI 48226-4281

In Re: List of Attorneys Taking Criminal Appointments

Dear Ms. McCowan:

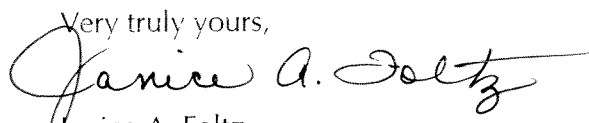
In response to your November 21<sup>st</sup> letter regarding attorneys taking criminal assignments in circuit court, the following attorneys are on our court-appointment list for the 35<sup>th</sup> Judicial Circuit Court:

Angela Adams  
Patrick R. Allen  
Robert D. Ashley  
Lynn D. Bowne  
James Bliss  
Douglas E. Corwin, Jr.  
Justin D. English  
Ann Gamboe Hall  
Roy Hodge  
John J. Homola

Michael D. Hoy  
Amy L. Husted  
Christopher S. Johnson  
Matthew S. McKone  
Charles E. Quick  
Gloria S. Santrucek-Arndt  
Michelle L. Shannon  
Lacey Whaley  
Sharon L. Yoder  
Curtis L. Zaleski

Our court-appointed attorneys are paid at the rate of \$60 per hour. If defendants request a court-appointed attorney at arraignment in district court, they are required to come to circuit court and fill out a financial form and, should they qualify, our circuit court judge appoints counsel for them. I have attached a copy of our financial form and our Order Appointing Counsel. Should you have any questions, please feel free to contact me. Thank you.

Very truly yours,

  
Janice A. Foltz  
Circuit Court Administrator

Approved, SCAO

I certify under penalty of perjury that this financial statement is a complete and accurate statement of my income, assets, and expenses, and that I have no other additional income. I will supply supporting documentation of income and debts upon request.

Date \_\_\_\_\_

Signature

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

PEOPLE OF THE STATE OF MICHIGAN

VS

FILE NO. \_\_\_\_\_  
(District Court No.)

\_\_\_\_\_  
Defendant

**ALL ATTORNEY FEES, FINES &  
COSTS ARE PAYABLE ON THE  
DAY YOU ARE SENTENCED.**

**ORDER APPOINTING COUNSEL**

At a session of said Court held in the Courthouse in the City of Corunna, Shiawassee County, Michigan this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20 \_\_\_\_\_.

**PRESENT: HONORABLE GERALD D. LOSTRACCO, CIRCUIT JUDGE**

**IT APPEARING TO THE COURT** that \_\_\_\_\_ defendant herein, is an indigent person and without adequate funds with which to hire counsel in the above matter, and that counsel should be assigned to represent him/her, and the Court being advised in the premises;

**NOW THEREFORE IT IS ORDERED** that \_\_\_\_\_, a duly licensed Attorney at Law practicing in Shiawassee County, Michigan be and is hereby appointed to represent the said defendant in connection with the charge(s) against him/her;

A preliminary examination has been scheduled in the 66th Judicial District Court for \_\_\_\_\_, 20 \_\_\_\_\_ at \_\_\_\_\_ <sup>a.m.</sup>/<sub>p.m.</sub> in the courtroom of Judge \_\_\_\_\_.

**IT IS FURTHER ORDERED** that defendant is to make weekly payments in the amount of \$ \_\_\_\_\_ toward his/her court-appointed attorney fees, said payments to be made in the *Circuit Court Clerk's Office, 208 N. Shiawassee St., Corunna, Michigan 48817*, beginning \_\_\_\_\_, or upon defendant's release from jail when bond is posted.

Should the defendant be incarcerated at the time of this appointment, he/she is to notify this Court and his/her court-appointed counsel upon release from jail and report any income immediately; further, defendant is to make arrangements with the Judicial Assistant (989-743-2239) for weekly payments toward his/her court-appointed attorney fees.

Corunna, Michigan

\_\_\_\_\_  
Gerald D. Lostracco, Circuit Judge



31

**2010 - 2012 Felony Indigent Defense Agreement**  
**Summary of Appointment/Compensation**

*Changes or new provisions are denoted in bold italics.*

Amount generally per appointment:

Year One (2010): ***Four Hundred & Fifty Five (\$ 455)*** Dollars Per appointment.  
Year Two(2011): ***Four Hundred Seventy (\$ 470)*** Dollars Per appointment.  
Year Three (2012): ***Four Hundred & Eighty-Five (\$ 485)*** Dollars Per appointment.

Notwithstanding the foregoing amounts, if retained ***or other appointed counsel*** substitutes for appointed counsel prior to or at preliminary examination, then the amount is \$50 per appointment.

***If the appointment is to attend an investigatory line up or to represent a criminal witness (which means a witness in a felony criminal case), then the amount is \$300 per appointment.***

Per Diem Trial Time (if in excess of four [4] hours of court session time in any compensable day: Four Hundred (\$400) dollars.\*

Per Diem Trial Time (if four [4] hours or less of court session time in any compensable day: Two Hundred (\$200) Dollars.\*

\*Denotes that a per diem amount of \$400 for each day of trial in excess of four (4) hours of court session time, and \$200 for four hours or less of court session time, is to be paid in any appointed felony case which extends beyond two compensable full days. Cases extending to the third full day of trial will be paid retroactively to and including the first day of trial.

An appointment shall count as one appointment for compensation purposes for all multiple cases involving the same defendant and arising from the same transaction if the same **ATTORNEY** is appointed.

In the event an action is dismissed without prejudice at any stage of court proceedings within the scope of legal representation set forth in Paragraph 4 hereof, and is subsequently, during the term of this **AGREEMENT**, reissued or filed again, and the same **ATTORNEY** is again appointed, said reappointment shall not constitute a new or additional appointment for compensation purposes. If an **ATTORNEY** other than the originally appointed **ATTORNEY** is subsequently appointed to a reissued case, then that appointment shall constitute a new appointment for compensation purposes.

Prepared by:  
J. Albaugh  
12-28-09

## INDIGENT DEFENSE GROUPS

Revised 08/16/11

|  |   |   |
|--|---|---|
| <b>West Michigan Defense Group</b><br>77 East Michigan Avenue, Ste. 50<br>Battle Creek, MI 49017<br><a href="mailto:kranenbergmccarthy@msn.com">kranenbergmccarthy@msn.com</a> | Public No. 269-979-8100<br>Telephone: 269-965-1188<br>Fax: 269-965-1182<br><br>Contracted Max Appts: 200                  | (B) Justin D. McCarthy, 53970<br>(B) Lesley S. Kranenberg, 47387<br>(B) Karen M. Kelley, (52731)<br>(A) Anthony L. Elmore, 68605<br>(A) Christina Mims, 68216 |
| <b>McDonough / Lind</b><br>391 South Shore Dr., Ste. 318<br>Battle Creek, MI 49014<br><a href="mailto:wardfmcldlaw@ameritech.net">wardfmcldlaw@ameritech.net</a>               | Telephone: 269-966-9717<br>Fax: 269-968-0322<br><br>Contracted Maxi Appts: 200  | (B) Ward F. McDonough, Jr., 17381<br>(B) Michael L. Lind, 62135   |
| <b>I.D.G. Law Office</b><br>436 Capital Ave., S.W.<br>Battle Creek, MI 49015<br><a href="mailto:sauber@idgpllc.com">sauber@idgpllc.com</a>                                     | Telephone: 269-965-8000<br>Fax: 269-965-8017<br><br>Contracted Max Appts: 350   | (B) James A. Sauber, 59394<br>(B) Kenneth E. Marks, 48021   |
| <b>Sherman and Brundage</b><br>208 W. Michigan Avenue<br>Marshall, MI 49068<br><a href="mailto:law909096@yahoo.com">law909096@yahoo.com</a>                                    | Telephone: 269-781-9090<br>Fax: 269-781-9899<br><br>Contracted Max Appts: 450   | (B) John B. Sullivan, 38988<br>(B) John D. Brundage, 45711<br>(A) Vicki M. Sherman, 39190   |
| <b>Jordan / Magnusson</b><br>391 South Shore Dr., Ste. 318<br>Battle Creek, MI 49014<br><a href="mailto:annette_olson@yahoo.com">annette_olson@yahoo.com</a>                   | Telephone: 269-964-7807 (Jordan)<br>Telephone: 269-964-9049 (Niels)<br>Fax: 269-968-0322<br><br>Contracted Max Appts: 200 | (B) James L. Jordan, 61897<br>(A) Niels M. Magnusson, III, 41713  |
| <b>Calhoun Legal Group</b><br>105 W. Michigan Avenue<br>Marshall, MI 49068<br><a href="mailto:calhounlegalgroup@gmail.com">calhounlegalgroup@gmail.com</a>                     | Telephone: 269-565-3000<br>Fax: 269-565-3005<br><br>Contracted Max Appts: 200   | (B) John W. Vincent, 33719<br>(A) Eldon J. Vincent, 65432<br>(A) Christopher B. Vreeland, 60003   |
| <b>Virginia C. Cairns</b><br>211 E. Michigan Avenue<br>Battle Creek, MI 49014<br><a href="mailto:vcainlaw@aol.com">vcainlaw@aol.com</a>  | Telephone: 269-964-8440<br>Fax: 269-964-6404<br><br>Contracted Max Appts: 200   | (B) Virginia C. Cairns, 35056   |
| <b>Ronald S. Pichlik</b><br>211 E. Michigan Avenue<br>Battle Creek, MI 49014<br><a href="mailto:ronaldpichlik@att.net">ronaldpichlik@att.net</a>                               | Telephone: 269-964-6632<br>Fax: 269-964-6404<br><br>Contracted Max Appts: 200   | (B) Ronald S. Pichlik, 42422  |
| <b>The Coleman Law Office</b><br>391 South Shore Drive, Ste. 318<br>Battle Creek, MI 49014<br><a href="mailto:annette_olson@yahoo.com">annette_olson@yahoo.com</a>             | Telephone: 269-968-1810<br>Fax: 269-968-0322<br><br>Contracted Max Appts: 75  | (B) Robert S. Coleman, 60973  |
| <b>Patrick M. O'Connell</b><br>153 E. Columbia Ave.<br>Battle Creek, MI 49015<br><a href="mailto:kellyosteen@live.com">kellyosteen@live.com</a>                                | Telephone: 269-964-6553<br>Fax: 269-965-5777<br><br>Contracted Max Appts: 84  | (B) Patrick M. O'Connell, 42605   |

## INDIGENT DEFENSE AGREEMENT

**THIS AGREEMENT**, made this 3<sup>rd</sup> day of December, 2009 by and between the **COUNTY OF CALHOUN**, hereinafter referred to as the **COUNTY**, and the **37<sup>th</sup> JUDICIAL CIRCUIT COURT OF MICHIGAN**, hereinafter referred to as the **COURT**, and **INDIGENT DEFENSE CONTRACTORS** West Michigan Defense Group, hereinafter referred to as the **ATTORNEY/S**:

### WITNESSETH:

**WHEREAS**, the **COUNTY** is in need of a just, efficient and economical system for providing attorneys, at taxpayers' expense, to defend those individuals who are charged with felony criminal offenses, and who cannot afford to retain private counsel due to indigence; and

**WHEREAS**, the system which appears to offer the most satisfactory fulfillment of that need is that of a contract between the **COUNTY**, the **COURT**, and one or more **ATTORNEY/S** to provide said services as may be needed; and

**WHEREAS**, the **ATTORNEY/S** have represented that they are ready, willing and able to provide said legal services on a contractual basis.

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

1. The effective term of this **AGREEMENT** shall be from January 1, 2010, through December 31, 2012; thereafter, if mutually agreeable, the contract can be extended on an annual basis for two additional one year terms but may not exceed five years total.

2. The **ATTORNEY/S** agree to provide legal defense services for those felony defendants determined to be indigent and for whom the **ATTORNEY/S** have been appointed and appeared, including final disposition thereof in any court having jurisdiction in the County of Calhoun, giving priority within their offices to said legal services, for up to the total amount of 600 such appointments for an attorney group or association, not to exceed 200 appointments to each individual attorney, per year of indigent felony cases, circuit court probation violations, certain criminal matter witness representations designated by law and felony-derived or investigatory lineups cognizable by the 37<sup>th</sup> Judicial Circuit Court.

3. The **ATTORNEY/S** shall represent, when appointed, only those defendants/respondents who are in fact eligible for court appointed counsel at public expense pursuant to the standards of Michigan law. In the event an **ATTORNEY** feels that an individual for whom he/she has been appointed is not or is no longer entitled to such representation under the law, the **ATTORNEY** shall bring the matter to the attention of the Circuit Court Administrator, in writing, for the further determination of the **COURT**. However, nothing set forth herein shall supersede the attorney-client privilege.

4. Representation of indigent defendants shall include the responsibilities set forth in Michigan Court Rule 6.005(H); the Michigan Rules of Professional Conduct, and the Michigan Court Rules; said responsibilities shall further include, but not be limited to, the following actions and procedures; filing a written appearance on each defendant's behalf; consulting with, advising, attending, and conducting when deemed necessary preliminary examinations; prepare and process writs of habeas corpus to secure the attendance of the defendant at all court sessions for the case after the preliminary examination; attending pretrial or status conferences of every kind in district court or circuit court; attending lineups and out-of-court identification procedures; hearings on extradition and other issues; trials; plea or sentence negotiations; physical arraignments when necessary; all motions and hearings thereon; representing indigent defendants as to probation violation procedures; and, attending at bond hearings in both district and circuit court. The responsibility of the **ATTORNEY/S** shall not extend to post conviction appeals.

5. The **ATTORNEY/S** eligible to receive appointments under the terms of this **AGREEMENT**, and their current competence classifications consist of:

- {a} Justin D. McCarthy (B)
- {b} Lesley S. Kranenberg (B)
- {c} Karen M. Kelley (B)
- {d} Anthony L. Elmore (A)
- {e} Christina Mims (A)

6. This **AGREEMENT** shall not cover the costs of transcripts, witness fees, mileage fees for witnesses, costs of service of process, of polygraph tests, psychiatric examinations for defendants, expert witness fees, or the same kinds of out-of-pocket costs, which shall be paid by the **COUNTY** separate and apart from this **AGREEMENT**, upon motion for and approval by the **COURT**.

7. In any case in which representing more than one defendant would create a conflict of interest, or when the interests of one defendant would create a conflict of interest, or when the interests of one defendant would create a conflict of interest with another indigent defendant, or when the interests of one defendant so conflict with the interests of other defendants that prejudice could result from joint representation, the **COURT** may make the appointment from another contracted firm, group or **ATTORNEY** for legal services in the representation of indigent defendants in felony actions cognizable by the 37<sup>th</sup> Judicial Circuit Court. If at any time the contracted **ATTORNEY/S** cannot represent an indigent defendant because of a conflict of interest, the **COURT** shall appoint other counsel and the **COUNTY** shall pay for said legal services so furnished.

8. The **ATTORNEY/S** shall maintain a fully functional law office within Calhoun County, Michigan at the expense of the **ATTORNEY/S** and shall maintain their primary practice of law at said office. The **ATTORNEY/S** agree to provide adequate personnel, such as secretaries or clerks, to staff said office.

9. The **ATTORNEY/S** agree to maintain adequate professional liability insurance, hold harmless

arising out of the **ATTORNEY/S'** acts or omissions arising under the terms of this **AGREEMENT**. The **ATTORNEY/S** shall not be liable for any claims, demands, damages, costs, expenses or attorney fees arising out of an act or omission on the part of the **COUNTY** and the **COURT**, its officers, agents, servants, and employees. In addition, the **ATTORNEY/S** shall at all times during this **AGREEMENT** maintain professional liability insurance at a minimum of \$300,000.00 for each occurrence/\$100,000.00 for each individual, with companies licensed to conduct business in the State of Michigan. Attorneys who are awarded appointments will be required to provide proof of said insurance to the **COUNTY** and the **COURT** by January 1, 2010. Attorneys will be required to maintain required levels of insurance throughout the term of the contract and to notify the **COUNTY** and the **COURT** of any changes in insurance coverage.

10. Except as otherwise noted herein, for the performance of the legal services described herein, each of the **ATTORNEY/S** shall receive from the **COUNTY** the amounts as hereinafter set forth during the term of this **AGREEMENT**, to-wit:

Year One: Four Hundred & Fifty Five (\$ 455) Dollars Per appointment.  
Year Two: Four Hundred Seventy (\$ 470) Dollars Per appointment.  
Year Three: Four Hundred & Eighty-Five (\$ 485) Dollars Per appointment.

For the option years four and five, the Contractor or the County shall be entitled to request an annual price adjustment of the foregoing per appointment rates. The request for price adjustment by the Contractor shall be submitted to the County Court within thirty (30) days before the contract anniversary date of each year, beginning with the end of the third year of the contract term. The price adjustment shall be based upon the lower of 3% or the percentage change in the all item component for urban consumers of the Consumers Price Index for the Midwest Region, as published by the Department of Labor, Bureau of Labor Statistics.

Notwithstanding the foregoing amounts, if retained or other appointed counsel substitutes for appointed counsel prior to or at preliminary examination, then the amount is \$50 per appointment. Further, if the appointment is to attend an investigatory line up or to represent a criminal witness, then the amount is \$300 per appointment.

Per Diem Trial Time (if in excess of four [4] hours of court session time in any compensable day: Four Hundred (\$400) dollars.\*

Per Diem Trial Time (if four [4] hours or less of court session time in any compensable day: Two Hundred (\$200) Dollars.\*

\*Denotes that a per diem amount of \$400 for each day of trial in excess of four (4) hours of court session time, and \$200 for four hours or less of court session time, is to be paid in any appointed felony case which extends beyond two compensable full days. Cases extending to the third full day of trial will be paid retroactively to and including the first day of trial.

paid retroactively to and including the first day of trial.

An appointment shall count as one appointment for compensation purposes for all multiple cases involving the same defendant and arising from the same transaction if the same **ATTORNEY** is appointed.

In the event an action is dismissed without prejudice at any stage of court proceedings within the scope of legal representation set forth in Paragraph 4 hereof, and is subsequently, during the term of this **AGREEMENT**, reissued or filed again, and the same **ATTORNEY** is again appointed, said reappointment shall not constitute a new or additional appointment for compensation purposes. If an **ATTORNEY** other than the originally appointed **ATTORNEY** is subsequently appointed to a reissued case, then that appointment shall constitute a new appointment for compensation purposes.

The **COUNTY** shall make payments to the **ATTORNEY/S** by the 15<sup>th</sup> day of each month, in monthly installments of \$6,446.00, plus additional payments for trial time, which shall be made as completed and billed to the **COUNTY** by the **ATTORNEY/S** pursuant to the trial time amounts set forth above. If the **ATTORNEYS** are a group, the group must designate one individual (or entity) to whom payment will be made and that individual (or entity) must provide a tax ID # to the **COUNTY**. The individual or entity so designated by **ATTORNEY/S** will receive a 1099 from the **COUNTY** for the full amount of the payments made on an annual basis and shall be solely responsible for ensuring that the payments are properly distributed to attorneys within the Group. The **ATTORNEY/S** agree to hold the **COUNTY** and the **COURT** harmless relative to any claims relative to any claims for payment by and between the members of a group. The **COURT** will perform quarterly reconciliations and submit them to the **COUNTY** by the fifteenth (15<sup>th</sup>) day of the month following the end of each quarter. The **COUNTY** will then make adjustments up or down according to the number of appointments made during that period. Said payments shall be forwarded to the **ATTORNEY/S** at the business address previously provided.

11. It is understood by the parties hereto that other **ATTORNEY/S** have entered into an **AGREEMENT** with the **COUNTY** and the **COURT**, with each **ATTORNEY** agreeing to undertake a certain number of appointments and to provide legal defense services for indigent defendants charged with criminal offenses and containing the same provisions as set forth in this **AGREEMENT**.

12. The **COURT** may assign appointments to each **ATTORNEY** contracting with the **COURT** and **COUNTY** for indigent criminal defense in an approximately equal number and on a rotating basis within the competence classification of each **ATTORNEY**. If applicable, **ATTORNEY/S** under this **AGREEMENT** who are solo practitioners may be assigned the number of cases they have proposed to the **COUNTY** and which the **COUNTY** has accepted, provided they file a joint appearance with another qualified **ATTORNEY** and/or establish a law firm or submit a letter of arrangement subject to the prior approval of the **COURT** to assure the **COURT** reasonable coverage of assignments. The **COURT** may require, pursuant to Court Rule, that replacement of the *assigned* **ATTORNEY**, permanently or temporarily, requires prior approval of the assigned Judge.

13. This **AGREEMENT** may be terminated by the **COUNTY**, the **COURT**, or the

**ATTORNEY/S** in the event the State of Michigan should preempt the system for trial level indigent defense; or, after notice, hearing, and finding by the Chief Judge of good cause, for failure of the **ATTORNEY/S** to comply with the Policy/Procedures Directive of the 37<sup>th</sup> Judicial Circuit Court dated January 1, 2010 (Directive Attached), the Michigan Rules of Professional Conduct, and the Michigan Court Rules; or if the **COUNTY** or the **ATTORNEY/S** fail to perform in a substantial manner the obligations specified in this **AGREEMENT**, as determined by the **COURT**. In the event of termination of the **AGREEMENT**, unless otherwise provided hereunder or directed by the **COURT**, the **ATTORNEY/S** appointed in each case still pending at that time shall continue with their obligations to represent the defendant/respondent as if this **AGREEMENT** were still in effect.

14. Each **ATTORNEY** shall have the right to subcontract or to hire other attorneys qualified to handle felony and other assigned appointments pursuant to the terms of this **AGREEMENT** at no additional cost to the **COUNTY** and with the prior written approval of the **COURT** and **COUNTY**. In all cases, however, the original **ATTORNEY** shall assume responsibility for all services offered. Further, the **COUNTY** and the **COURT** shall consider the original **ATTORNEY** to be the sole point of contact with regard to assigned cases, including payment of any and all amounts resulting from said **AGREEMENT**. If any part of these services is to be subcontracted, the original **ATTORNEY** shall provide a complete description of the work subcontracted and descriptive information about the subcontractor's organization and capabilities. The original **ATTORNEY** shall be completely responsible for adherence by the subcontractor to all provisions of this **AGREEMENT**. Subcontractors must comply with the terms of this **AGREEMENT**, including the requirements of the Court Policy/Procedures Directive dated January 1, 2010 (Directive Attached), the Michigan Rules of Professional Conduct and the Michigan Court Rules. All subcontracting **ATTORNEY/S** and **ATTORNEY/S** participating in a group or association of attorneys will be expected to sign a contract.

15. Attorney(s) receiving appointments under this contract agree to participate, and will have the appropriate equipment to participate, in all provisions of the Michigan Court Rules concerning electronic processing of pleadings, of discovery and of any other exchange of information which are presently in effect or which take effect during the life of this contract.

Attorney(s) shall receive, at the option of the court, all court issued notices and documents in cases for which appointed under this agreement via email or other electronic means and shall keep the Court Administrator advised of their current email address to which such notices and/or documents may be sent.

Should the Michigan Supreme Court adopt rules permitting or requiring "e-filing" generally during the term of the agreements the parties will meet to discuss and resolve implementation matters related thereto.

16. Unless otherwise modified herein, the terms and conditions contained in RFQ #109-09, Attorney's Response to RFQ #109-09, are incorporated as part of this **AGREEMENT**. In the event of conflict, the documents shall prevail in the following order: This **AGREEMENT**, RFQ #109-09, Attorney's Response to RFQ #109-09.

17. Notices and communications required pursuant to the terms of this **AGREEMENT** shall be addressed as follows: for the **COUNTY**, to the Calhoun County Administrator/Controller, County Building, 315 West Green Street, Marshall, MI 49068; for the **COURT**, to the Circuit Court Administrator, 161 East Michigan Avenue, Battle Creek, MI 49014-4066; for the **ATTORNEY/S**, to 77 East Michigan Avenue, Suite 50, Battle Creek, MI 49017.

**IN WITNESS WHEREOF**, the parties hereto have executed the foregoing **AGREEMENT** on the date and year first above written.

**COUNTY OF CALHOUN**

By: 

Michael Rae

Its: Board Chair

Date: 12/29/09

**37<sup>th</sup> JUDICIAL CIRCUIT COURT OF MICHIGAN**

By: 

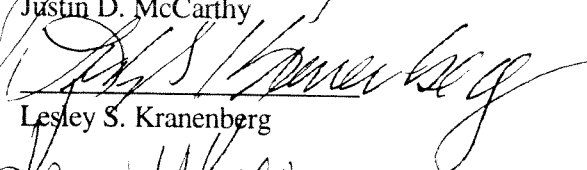
Hon. Allen Garbrecht

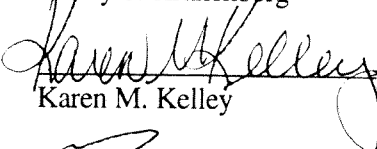
Its: Chief Judge

Date: 12/29/09

West Michigan Defense Group:

  
Justin D. McCarthy

  
Lesley S. Kranenberg

  
Karen M. Kelley

  
Anthony L. Elmore

  
Christina Mims



HON. JACK VITALE  
CHIEF DISTRICT JUDGE  
HON. MARK S. BRAUNLICH  
DISTRICT JUDGE  
HON. TERENCE P. BRONSON  
DISTRICT JUDGE



38  
MICHELLE M. MARCERO  
COURT ADMINISTRATOR  
TELEPHONE (734) 240-7075  
FAX (734) 240-7098

STATE OF MICHIGAN  
**DISTRICT COURT • FIRST JUDICIAL DISTRICT**  
106 EAST FIRST STREET • MONROE, MICHIGAN 48161-2186  
MONROE COUNTY

## **REQUEST for COURT APPOINTED ATTORNEY**

**Court Appointed Attorneys shall be classified on the Appointment List at Tier Levels, TIER I, II, or III:**

### **TIER I:**

An attorney with less than one year of criminal practice experience shall be appointed to cases involving all misdemeanors, Circuit and District Court violations of probation and all felonies whose statutory sentence is five years or less.

### **TIER II:**

An attorney with at least one year of criminal practice experience but less than five years shall be qualified to take all Misdemeanors, Circuit and District Court violations of probation and all felonies whose possible statutory sentence is fifteen years or less.

### **TIER III:**

An attorney with more than five years of criminal practice experience shall be qualified to handle all cases covered by Tier I and Tier II and all felonies, including felonies classified as capital offenses or whose possible statutory sentence is life.



# State of Michigan

Circuit Court • 38th Judicial Circuit  
Honorable Michael W. LaBeau  
Chief Circuit Judge

Gail A. McGregor  
Secretary  
Carol A. O'Dell  
Recorder  
Ken Booker  
Bailiff  
Michael LaVoy  
Bailiff

Administrative Order 2010-01 JO  
Administrative Order 2010-02 JO

## Appointment of Counsel for Indigent Parties

### IT IS ORDERED:

This administrative order is issued in accordance with MCR 8.123, effective April 23, 2010. The purpose of this order sets forth the procedure for selection, appointment and compensation of counsel who represent indigent parties in Monroe County upon approval by the State Court Administrative Office. This order does not apply to matters under the jurisdiction of the Juvenile Section of the 38<sup>th</sup> Circuit Court. [The previous administrative order 2003-06 JO for the 38<sup>th</sup> Circuit Court and the 1<sup>st</sup> District Court is hereby rescinded.]

#### 1. Selection Criteria and Procedures:

- Attorneys shall be selected from an Attorney Assignment List. This is a solicited list of attorneys who have expressed an interest in receiving appointments from either the 38<sup>th</sup> Circuit Court and/or the 1<sup>st</sup> District Court. Interested attorneys shall complete an Application to Receive Court Appointments which designates their areas of expertise in related matters and submit the same to the Monroe County Clerk. Said attorneys must be members in good standing with the State Bar of Michigan and the Monroe County Bar Association. They must maintain a physical office within the County of Monroe. They must submit and maintain a current e-mail address. Additionally, the attorney must possess the skill and ability to provide competent representation in the case categories under the jurisdiction of these Courts and complete any and all training as mandated by the Courts.
- Per an established practice between the 38<sup>th</sup> Circuit Court and the Monroe County Board of Commissioners, the Monroe County Clerk will categorize each attorney to a Tier Level based on the classifications listed below and from the information contained in each attorney application:
  - a) Tier I: An attorney with less than one year of criminal practice experience shall be appointed to cases involving all misdemeanors, Circuit and District Court violations of probation and all felonies whose statutory sentence is five years or less.
  - b) Tier II: An attorney with at least one year of criminal practice experience but less than five years shall be qualified to take all

Misdemeanors, Circuit and District Court violations of probation and all felonies whose possible statutory sentence is fifteen years or less.

- c) Tier III: An attorney with more than five years of criminal practice experience shall be qualified to handle all cases covered by Tier I and Tier II and all felonies, including felonies classified as capital offenses or whose possible statutory sentence is life.
- d) An attorney on the List will have to notify the Monroe County Clerk by email or in writing in order to be moved to a next Tier as years of criminal practice are obtained (normal Tier eligibility). An attorney desiring re-classification prior to normal Tier Level eligibility shall re-submit a new application to the Monroe County Clerk which will be submitted to the Chief Judges for approval. A Monroe County Judge has the discretion to assign an attorney at a higher level regardless of Tier eligibility.
- e) The Judges of the 38<sup>th</sup> Circuit Court and the 1<sup>st</sup> District Court reserve the right to remove attorneys from the court appointment list for evidencing a lack of competency, including but not limited to: Failing to appear timely for hearings; Failing to communicate with a client in a reasonable amount of time; Lacking an understanding of the law applicable to the case; Lacking adequate preparation in any case; Violating the Rules of Professional Conduct; Failing to follow this Local Administrative Order.

## 2. Appointment Process:

- A Monroe County Judge may order the appointment of an eligible attorney for an indigent party upon determining that the individual is unable to financially retain their own attorney. The Judge shall consider the individual's financial status and direct said individual to complete a Request for Court Appointed Attorney form. The Judge may order the individual to contribute to the cost of the appointed attorney.
- The Monroe County Clerk has agreed to be designated as the Administrator of the court appointed counsel system for the 38<sup>th</sup> Circuit and 1<sup>st</sup> District Courts.
- All Attorney Appointments for 38<sup>th</sup> Circuit Court cases and 1<sup>st</sup> District Court cases shall be made by the Monroe County Clerk using an established order of rotation and shall take into consideration the Tier level and/or qualifications of the attorney. The Monroe County Clerk will monitor the placement of an attorney in the proper rotation when the Appointment is made directly by a Judge. If an attorney is unavailable, unwilling or unable to accept the appointment, the Administrator shall proceed to the next eligible attorney on the list. The administrator shall strive to ensure that each eligible attorney receives a similar number of cases as to all the attorneys on the list in any given calendar year. Special consideration may be given to any attorney who was previously appointed to represent a certain individual and/or who already represents the individual as a court appointed attorney in a different court, in order to ensure the utmost familiarity with the case and/or individual and to

achieve the highest efficiency in handling the case. Each Court shall maintain annual statistics to reflect the number of cases and the amount of compensation earned by a named attorney.

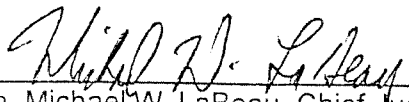
3. Compensation Method:


- Attorneys appointed to represent indigent parties shall submit a detailed hourly statement in tenths of an hour of fees earned at the rate of compensation set by the Monroe County Board of Commissioners. The attorney fee statement shall be submitted within thirty (30) days of completion of service. Any attorney fee statement not submitted within thirty (30) days of completion of service may not be honored.
- The 38<sup>th</sup> Circuit Court and the 1<sup>st</sup> District Court will designate individuals within their respective Clerks Offices to review attorney fee statements for each Court. The reasonableness of service performed and time spent will be reviewed by the court before authorizing payment by the county.

4. Maintenance of Records:

- The 38<sup>th</sup> Circuit Court designates the Monroe County Clerk and the 1<sup>st</sup> District Court designates the 1<sup>st</sup> District Court Administrator to maintain the following records:
  - a) Number of appointments given to each attorney by the court.
  - b) Number of appointments given to each attorney by each judge.
  - c) Total amount of public funds paid to each attorney by the court.
  - d) Total amount of public funds paid to each attorney for appointments by each Judge of the court.
- These records will be retained pursuant to SCAO General Schedule 16 and available for inspection upon a written request made to the designated office of each court. Requests and/or associated costs are regulated in the Local Administrative Order for the Monroe County Courts Inspection, Reproduction and Creation of Court Records.

Date: April 27, 2010

  
\_\_\_\_\_  
Hon. Michael W. LaBeau, Chief Judge  
38<sup>th</sup> Judicial Circuit Court

  
\_\_\_\_\_  
Hon. Jack Vitale, Chief Judge  
1<sup>st</sup> District Court

MONROE COUNTY  
COURT APPOINTED ATTORNEYS

| LAST          | FIRST     | STREET ADDRESS           | CITY & ZIP         | P #   | PHONE        | BAR        |
|---------------|-----------|--------------------------|--------------------|-------|--------------|------------|
| 1 ALEXANDER   | CHRIS     | 19 E FIRST               | MONROE 48161       | 43740 | 241-6917     | 11/9/1990  |
| 2 BARTLETT    | JAMES     | 115 E FRONT ST           | MONROE 48161       | 57249 | 240-3411     | 11/24/1997 |
| 3 BENORE JR.  | RONALD J. | 115 E FRONT ST           | MONROE 48161       | 59712 | 322-9557     | Nov-02     |
| 4 BRESOL      | ANTHONY   | 8336 MONROE RD STE 204   | LAMBERTVILLE 48144 | 64565 | 586-6006     | 11/12/2002 |
| 5 BRUCE JR.   | RONALD    | 53 S MONROE              | MONROE 48161       | 62579 | 240-0329     | 5/24/2001  |
| 6 CALKINS     | JAROD     | 53 S MONROE              | MONROE 48161       | 64661 | 240-0329     | 11/19/2002 |
| 7 CHABALOWSKI | ALEC J.   | 177 TECUMSEH ST, SUITE 1 | DUNDEE 48131       | 65488 | 365-7955     |            |
| 8 DAVIES      | JAMES     | 25 S MONROE STE 205      | MONROE 48161       | 23266 | 241-7689     | 12/14/1973 |
| 9 DEKU        | JOHN      | 6530 SECOR               | LAMBERTVILLE 48144 | 47048 | 854-4535     | 11/18/1992 |
| 10 DONNELLY   | GINA      | 9081 WATER RIDGE         | NEWPORT 48166      | 47674 | 337-3395     | 2/8/1993   |
| 11 DUELL      | MICHELLE  | 12 E THIRD ST            | MONROE 48161       | 68044 | 678-6537     | 6/26/1905  |
| 12 ELOFF      | MELISSA   | 9042 LEWIS PO 490        | TEMPERANCE 48182   | 72252 | 734-847-8080 | 12/13/2008 |
| 13 GANTZOS    | MARY      | 13526 VENETIAN           | MONROE 48161       | 59498 | 241-3049     | 2/25/2005  |
| 14 GONTA      | JOHN      | 25 S MONROE #306         | MONROE 48161       | 45382 | 968-5144     | 11/25/1991 |
| 15 GRENN      | DAVID     | 113 E FRONT ST           | MONROE 48161       | 49927 | 384-9700     | 6/13/1994  |
| 16 HICKS      | REBECCA   | 436 GODFREY AVE          | MONROE 48162       | 73159 | 734-883-3602 | 11/20/2009 |
| 17 HILLS      | CHRISTINA | 14930 LAPLAISANCE ST115  | MONROE 48161       | 48687 | 242-2220     | 11/15/1993 |
| 18 HOFFMAN    | BONITA    | 3554 S. CUSTER           | MONROE 48161       | 48738 | 457-2700     | 11/17/1993 |
| 19 HUBBARD    | LEAH      | 222 WASHINGTON           | MONROE 48161       | 71043 | 242-9500     | 11/27/2007 |
| 20 HYDER      | STEVEN M. | 3343 MAPLEWOOD           | MONROE 48162       | 69875 | 734 474-1195 | 11/20/2006 |
| 21 JANOS      | LISA      | 222 WASHINGTON           | MONROE 48161       | 68582 | 242-9500     | 11/16/2005 |
| 22 JEDINAK    | STEVEN    | 619 ROSEWOOD AVE         | MONROE 48162       | 73959 | 734-625-5834 | 6/25/2010  |
| 23 JONES      | GREGORY   | 23 WASHINGTON            | MONROE 48161       | 15572 | 242-0808     | 12/8/1972  |
| 24 KACZMAREK  | JASON     | 12 E THIRD               | MONROE 48161       | 65461 | 240-5050     | 5/29/2003  |
| 25 KERSHAW    | JOEL      | 12940 MATTHEWS           | CALETON 48117      | 70938 | 605-8568     | 11/19/2007 |
| 26 KHAN       | SAJID     | 12 E THIRD PO 2047       | MONROE 48161       | 65487 | 240-5050     | 6/4/2003   |
| 27 LAITUR     | TIMOTHY   | 7931 ANTES DR            | MONROE 48162       | 43873 | 652-8660     | 11/15/1990 |
| 28 LANDIS     | JAHN      | 222 WASHINGTON           | MONROE 48161       | 64666 | 242-9500     | 11/20/2002 |
| 29 LAURAIN    | KENNETH   | 204 S MACOMB             | MONROE 48161       | 67615 | 242-7600     | 11/22/2004 |
| 30 LIEVENS    | J. HENRY  | 19 E FIRST               | MONROE 48161       | 63677 | 242-6363     | 6/17/2004  |
| 31 MANION     | ROBERT    | 7431 JACKMAN PO 307      | TEMPERANCE 48182   | 23230 | 847-9660     | 12/17/1973 |
| 32 MARRIOTT   | CHRIS     | 19 E FRONT PO 587        | MONROE 48161       | 68581 | 242-3434     | 11/16/2005 |

MONROE COUNTY  
COURT APPOINTED ATTORNEYS

|    |              |          |                          |                    |       |                |            |
|----|--------------|----------|--------------------------|--------------------|-------|----------------|------------|
| 33 | MATIASH      | MELISSA  | 123 S MACOMB             | MONROE 48161       | 63202 | 587-8126       | 11/26/2001 |
| 34 | McCLELLAN    | MARK     | 123 S MACOMB             | MONROE 48161       | 27583 | 242-8087       | 10/26/1977 |
| 35 | MEEHAN       | PATRICK  | 3475 DEEPWOOD DR..       | LAMBERTVILLE 48144 | 73899 | 734-693-3892   | 5/17/2010  |
| 36 | NEINUS       | SCOTT L. | 115 E FRONT ST           | MONROE 48161       | 73265 | 1-734-625-5076 | 11/25/2009 |
| 37 | NIEMIEC      | KYRSTEN  | 127 E FRONT ST           | MONROE 48161       | 67811 | 240-0110       | 12/14/2004 |
| 38 | RICHILEAU    | JESSICA  | 53 S MONROE              | MONROE 48161       | 73821 | 240-0329       | 5/14/2010  |
| 39 | SMITH        | MICHAEL  | 2443 GLENDALE            | MONROE 48162       | 63399 | 625-5057       | 1/2/2002   |
| 40 | SMITH        | RUSSELL  | 9042 LEWIS PO 490        | TEMPERANCE 48182   | 29750 | 847-8080       | 5/17/1979  |
| 41 | STEIN        | ERIK     | 7431 JACKMAN PO 307      | TEMPERANCE 48182   | 72172 | 847-9660       | 11/26/2008 |
| 42 | SUTHERLAND   | JESSICA  | 177 TECUMSEH ST, SUITE 1 | DUNDEE 48131       | 61467 | 265-0393       | 5/20/2003  |
| 43 | SWINKEY      | EDWARD   | 9042 LEWIS PO 490        | TEMPERANCE 48182   | 28578 | 847-8080       | 5/5/1978   |
| 44 | ULRICH       | DENNIS   | 1167 ASHLAND             | TEMPERANCE 48182   | 30136 | 847-4224       | 11/9/1969  |
| 45 | VITTOE       | MATT     | 12 E FOURTH              | MONROE 48161       | 71585 | 734-819-7061   | 5/19/2008  |
| 46 | WOOD         | DANIEL   | 113 E FRONT ST           | MONROE 48161       | 64639 | 673-6100       | 3/15/2004  |
| 47 | YORKEY       | JEFFREY  | 127 E FRONT ST           | MONROE 48161       | 55772 | 241-6611       | 11/19/1996 |
| 48 | DUELL        | MICHELLE | 12 E THIRD ST            | MONROE 48161       | 68044 | 678-6537       |            |
|    | PROBATE ONLY |          |                          |                    |       |                |            |
| 1  | CARR         | LESLIE   | 113 E FRONT ST           | MONROE 48161       | 51296 | 241.8892       |            |
| 2  | FALES        | PETER    | 315 S MONROE             | MONROE 48161       | 34389 | 242-8040       |            |
| 3  | FEICK        | NANCY    | 23 W FIRST ST            | MONROE 48161       | 36742 | 242-9111       |            |
| 4  | HALSEY       | PHILLIP  | PO BOX 86                | IDA 48140          | 61105 | 625-1779       |            |
| 5  | HOMRICH      | JENNIFER | 29 E FRONT ST            | MONROE 48161       | 69316 | 240-4900       |            |
| 6  | LAVOY        | JILL     | 2 E FIRST ST, STE 207    | MONROE 48161       | 51947 | 457-2112       |            |
| 7  | LOHMEYER     | CHERYL   | 1609 NORTHRIDGE DR       | MONROE 48162       | 55710 | 497-8597       |            |
| 8  | NICKEL       | ANN      | 111 S MACOMB ST          | MONROE 48161       | 37005 | 241-6567       |            |
| 9  | READY        | JOHN     | 204 S MACOMB ST          | MONROE 48161       | 27159 | 242-7600       |            |
| 10 | SWEENEY      | CHERYL   | 27 WASHINGTON ST         | MONROE 48161       | 48641 | 242-2929       |            |



39

STATE OF MICHIGAN

TIMOTHY P. PICKARD  
Circuit Judge

THIRTY-NINTH JUDICIAL CIRCUIT  
Rex B Martin Judicial Building  
425 N. Main Street  
Adrian, MI 49221

Circuit Judges  
Timothy P. Pickard  
Margaret M.S. Noe

November 29, 2011

State Appellate Defender Office  
Suite 3300 Penobscot  
645 Griswold  
Detroit, MI 48226-4281

**Attention: Ms. Dawn VanHoek, Director  
Criminal Defense Resource Center**

**RE: Criminal Court Appointments, Circuit and District Court**

Dear Ms. VanHoek:

Enclosed please find a copy of the list of court appointed attorneys for District Court and fee schedule, as well as a copy of the list of contracted attorneys for Circuit Court with a copy of the public defender contract.

Please let us know if you require further information. Thank you.

Very truly yours,

Beth Morse  
Secretary/Assignment Clerk to the  
Hon. Timothy P. Pickard, Circuit Judge

Enc.

## DISTRICT COURT ATTORNEY FEES SCHEDULE (3/2007)

|   |                     |
|---|---------------------|
| <b>Court Appearance</b>   | <b>\$ 45.00</b>     |
| i.e.    arraignment, pre-trial, exam waived<br>status conference            |                     |
| <b>Dismissal</b>  | <b>100.00</b>       |
| <b>Pre-trial/Status Conference</b>  | <b>55.00</b>        |
| resulting in plea only  |                     |
| <b>Pre-trial/Status Conference</b>  | <b>75.00</b>        |
| resulting in plea and sentencing same day                                   |                     |
| <b>Preliminary Examination Held</b>   | <b>85.00</b>        |
| <b>Preliminary Examination</b>  | <b>75.00</b>        |
| not held, charge reduced, plea taken  |                     |
| <b>Remand</b>   | <b>75.00</b>        |
| <b>Sentencing/VOP Plea and Sentencing/Contempt Hearing</b>                  | <b>60.00</b>        |
| <b>Motion to Quash/Suppress</b>   | <b>85.00</b>        |
| <b>Motions-All Others</b>   | <b>55.00</b>        |
| <b>Bond Hearings</b> (by appearance or stipulation)                         | <b>45.00</b>        |
| <b>Trial:</b>   |                     |
| Jury (per 1/2 day)  | <b>200.00</b>       |
| Jury (over one day, per 1/2 days)   | <b>125.00</b>       |
| Bench (including contested VOP hearings)                                    |                     |
| <b>\$60.00 1st hr; \$50 proceeding hrs or prorated on 1/2 hr increments</b> |                     |
| <b>Lineups</b>  |                     |
| during business hours   | <b>40.00</b>        |
| outside business hours  | <b>50.00- 70.00</b> |
| <b>Mileage (County employee rates, currently \$.50 mi)</b>                  |                     |
| Blissfield, Tecumseh (22 mi x .50 mi)                                       | <b>\$11.00</b>      |
| Morenci, Hudson (40 mi x .50 mi)  | <b>\$20.00</b>      |
| Clinton, Brooklyn, Wauseon, Fayette (30 mi x .50 mi)                        | <b>\$15.00</b>      |



|   |  |  |  |                  |
|---|--|--|--|------------------|
| 2011 - COURT-APPOINTED ATTORNEYS                    |  |  |  | October 24, 2011 |
| J. Glaser      P36684      263-1033                 |  |  |  |                  |
| D. McFarland   P57279      266-7800                 |  |  |  |                  |
| S. Molaro      P42566 419/249-2707                  |  |  |  |                  |
| M. Rains      P55246      263-6180                  |  |  |  |                  |
| G. Teague      P28902      263-9400                 |  |  |  |                  |
| R. Underwood   P41009      265-6082                 |  |  |  |                  |
| P. Schaedler    P35047      263-2832                |  |  |  |                  |
| G. Garno      P39084      264-1924                  |  |  |  |                  |
| D. VanDusen   P69647      263-9700                  |  |  |  |                  |
| Eric Kyser      P70871      263-0300                |  |  |  |                  |
| Isaac D. Snead   P68786      263-2424               |  |  |  |                  |
| Catherine A. Sala   P71752      263-4634            |  |  |  |                  |
| David Lacasse   P71171      263-2832                |  |  |  |                  |
| Diane Moliterno   P73279      419-237-2661          |  |  |  |                  |
| R. Jameson      P56469      264-2999                |  |  |  |                  |
| T. Morgan      P74142      263-3200                 |  |  |  |                  |
| J. Glaser      P36684      263-1033                 |  |  |  |                  |
| D. McFarland    P57279      266-7800                |  |  |  |                  |
| S. Molaro      P42566 419/249-2707 (\$11.00)        |  |  |  |                  |
| M. Rains      P55246      263-6180                  |  |  |  |                  |
| G. Teague      P28902      263-9400                 |  |  |  |                  |
| R. Underwood   P41009      265-6082                 |  |  |  |                  |
| P. Schaedler    P35047      263-2832                |  |  |  |                  |
| G. Garno      P39084      264-1925                  |  |  |  |                  |
| D. VanDusen   P69647      263-9700                  |  |  |  |                  |
| Eric Kyser      P70871      263-0300                |  |  |  |                  |
| Isaac D. Snead   P68786      263-2424               |  |  |  |                  |
| Catherine A. Sala   P71752      263-4634            |  |  |  |                  |
| David Lacasse   P71171      263-2832                |  |  |  |                  |
| Diane Moliterno   P73279      419-237-2661(\$11.00) |  |  |  |                  |
| R. Jameson      P56469      264-2999                |  |  |  |                  |
| T. Morgan      P74142      263-3200                 |  |  |  |                  |

**39<sup>TH</sup> CIRCUIT COURT - LENAWEE COUNTY**  
**PUBLIC DEFENDER LIST - 2011**

**JOHN GLASER (P36684)**

402 N. Main St.  
Adrian, MI 49221  
517-263-1033

**ANNA MARIE ANZALONE (P63267)**

204 E. Church St., Ste. 200  
Adrian, MI 49221  
517-263-9906

**ROBERT E. JAMESON (P56469)**

526 N. Main St.  
Adrian, MI 49221  
517-264-2999

**PUBLIC DEFENDER CONTRACT  
CIRCUIT COURT FOR THE COUNTY OF LENAWEЕ**

**THIS CONTRACT** made the 21<sup>st</sup> day of November, 2011, between the Thirty-Ninth Judicial Circuit Court, County of Lenawee, State of Michigan (hereinafter referred to as "the Court") and **ROBERT JAMESON**, Attorney at Law (hereinafter referred to as "the Contractor"),

Witnesseth:

The Contractor agrees to accept appointments to represent defendants determined by the Court to be indigent in Circuit Court crimes, violations of probation, extradition, contempt of court and paternity cases only; from commencement of the case through sentencing, and **MCR 6.500 et seq** matters to completion. The Contractor will accept such appointments on a rotating basis with two other Contractors selected by the Court on a blind draw system in such categories as the Court may devise to provide an approximately equal distribution of the cases assigned with reference to the expertise and time required.

The Contractor, when assigned a case, shall be responsible for providing competent professional representation for the defendant. The Contractor may trade cases or parts of cases with other competent attorneys, but shall have full responsibility for the compensation and supervision of such attorneys.

The Court will pay to the Contractor for the services required the sum of **Three Thousand (\$3,000.00) Dollars** per month, payable on the first day of each month in advance, commencing January 1, 2012. In addition, the Court will pay to the Contractor his/her reasonable expense of subpoenaing and paying witnesses, long distance telephone calls, automobile mileage and transcripts reasonably necessary to representing a defendant so assigned. Mileage will be compensated at the then current rate for Lenawee County employees. The Contractor shall be responsible for all other expenses. In extraordinary cases the court may, upon request of a Contractor, authorize extraordinary expenditures necessitated by the case and pay those expenditures. In any assigned case in which any one trial lasts longer than two (2)

Public Defender Contract 2012

days, the Contractor shall receive Two Hundred Seventy-Five (\$275.00) Dollars for each day and One Hundred Fifty (\$150.00) Dollars for each half day that the trial exceeds two (2) days.

In addition to the fees paid by the Circuit Court to the Contractor, the Contractor shall receive such fees as the District Court pays on behalf of the indigent for necessary representation of the indigent on the assigned case in District Court, such as preliminary examination, waiver of preliminary examination and motions.

The Court agrees that the contractor shall not be disqualified from representing non-indigent defendants or any other legal practice by reason of entering into this contract, except as professional standards and ethics may require.

The Court further agrees that this contract shall not preclude the Contractor from accepting indigent cases in District Court and/or Probate Court.

The Court further agrees that upon the request of the Court or any contractor not less than sixty (60) days nor more than ninety (90) days before the expiration of the term of the contract, the Court will meet with the contractors and attempt to work out an agreement for extension and/or revision of the contract.

The term of this contract shall be for one (1) year, commencing on January 1, 2012

Except as hereinbefore provided, the parties agree that neither party has an obligation to continue past the term of a given contract or to enter into further contracts. However, the Court will attempt to negotiate a new contract with the existing Contractors before seeking a new contractor so long as the services of the Contractor are satisfactory and his/her conduct complies with proper professional standards. The court shall be the sole judge as to whether the Contractor is providing competent representation and incompetent representation shall be grounds for termination of the contract without notice. In the event of termination of the contract for whatever reason except incompetence, the Contractor shall continue representation of any indigent person until such time as that case has been completed by sentencing or dismissal or re-assignment to a new counsel. The Court shall make such re-assignment as expeditiously

as possible.

The parties agree that the Contractor is not an employee of the Court but is an independent contractor.

The Court further agrees that in the event the Contractor is sued for malpractice arising out of any case assigned to the Contractor under his/her contract, the Court will pay the deductible on the Contractor's malpractice insurance up to a maximum of Two Thousand Five Hundred (\$2,500.00) Dollars per case.

**Witnessed:**

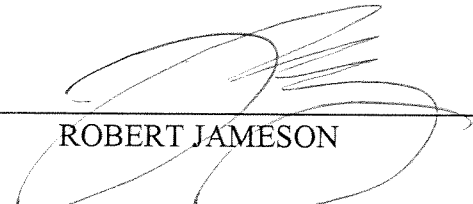
**THIRTY-NINTH JUDICIAL CIRCUIT COURT**

11-23-11  
Witness Beth Morse

by   
TIMOTHY P. PICKARD, Circuit Judge

and   
MARGARET M. S. NOE, Circuit Judge

  
Witness

  
ROBERT JAMESON

**PUBLIC DEFENDER CONTRACT  
CIRCUIT COURT FOR THE COUNTY OF LENAWEE**

**THIS CONTRACT** made the 14<sup>th</sup> day of November, 2011, between the Thirty-Ninth Judicial Circuit Court, County of Lenawee, State of Michigan (hereinafter referred to as "the Court") and **JOHN GLASER**, Attorney at Law (hereinafter referred to as "the Contractor"),

Witnesseth:

The Contractor agrees to accept appointments to represent defendants determined by the Court to be indigent in Circuit Court crimes, violations of probation, extradition, contempt of court and paternity cases only; from commencement of the case through sentencing, and **MCR 6.500 et seq** matters to completion. The Contractor will accept such appointments on a rotating basis with two other Contractors selected by the Court on a blind draw system in such categories as the Court may devise to provide an approximately equal distribution of the cases assigned with reference to the expertise and time required.

The Contractor, when assigned a case, shall be responsible for providing competent professional representation for the defendant. The Contractor may trade cases or parts of cases with other competent attorneys, but shall have full responsibility for the compensation and supervision of such attorneys.

The Court will pay to the Contractor for the services required the sum of **Three Thousand (\$3,000.00) Dollars** per month, payable on the first day of each month in advance, commencing January 1, 2012. In addition, the Court will pay to the Contractor his/her reasonable expense of subpoenaing and paying witnesses, long distance telephone calls, automobile mileage and transcripts reasonably necessary to representing a defendant so assigned. Mileage will be compensated at the then current rate for Lenawee County employees. The Contractor shall be responsible for all other expenses. In extraordinary cases the court may, upon request of a

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In addition to the fees paid by the Circuit Court to the Contractor, the Contractor shall receive such fees as the District Court pays on behalf of the indigent for necessary representation of the indigent on the assigned case in District Court, such as preliminary examination, waiver of preliminary examination and motions.

The Court agrees that the contractor shall not be disqualified from representing non-indigent defendants or any other legal practice by reason of entering into this contract, except as professional standards and ethics may require.

The Court further agrees that this contract shall not preclude the Contractor from accepting indigent cases in District Court and/or Probate Court.

The Court further agrees that upon the request of the Court or any contractor not less than sixty (60) days nor more than ninety (90) days before the expiration of the term of the contract, the Court will meet with the contractors and attempt to work out an agreement for extension and/or revision of the contract.

The term of this contract shall be for one (1) year, commencing on January 1, 2012.

Except as hereinbefore provided, the parties agree that neither party has an obligation to continue past the term of a given contract or to enter into further contracts. However, the Court will attempt to negotiate a new contract with the existing Contractors before seeking a new contractor so long as the services of the Contractor are satisfactory and his/her conduct complies with proper professional standards. The court shall be the sole judge as to whether the Contractor is providing competent representation and incompetent representation shall be grounds for termination of the contract without notice. In the event of termination of the contract for whatever reason except incompetence, the Contractor shall continue representation

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Witnessed:

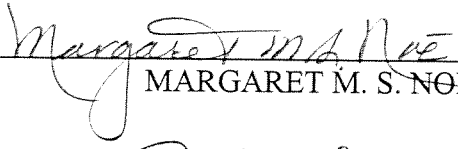
**THIRTY-NINTH JUDICIAL CIRCUIT COURT**

Beth Morse  
Witness

by

  
TIMOTHY P. PICKARD, Circuit Judge

and

  
MARGARET M. S. NOE, Circuit Judge

  
Witness

  
**JOHN GLASER**



**PUBLIC DEFENDER CONTRACT  
CIRCUIT COURT FOR THE COUNTY OF LENAWEE**

**THIS CONTRACT** made the 14th day of November, 2011, between the Thirty-Ninth Judicial Circuit Court, County of Lenawee, State of Michigan (hereinafter referred to as "the Court") and **ANNA MARIE ANZALONE**, Attorney at Law (hereinafter referred to as "the Contractor"),

Witnesseth:

The Contractor agrees to accept appointments to represent defendants determined by the Court to be indigent in Circuit Court crimes, violations of probation, extradition, contempt of court and paternity cases only; from commencement of the case through sentencing, and **MCR 6.500 et seq** matters to completion. The Contractor will accept such appointments on a rotating basis with two other Contractors selected by the Court on a blind draw system in such categories as the Court may devise to provide an approximately equal distribution of the cases assigned with reference to the expertise and time required.

The Contractor, when assigned a case, shall be responsible for providing competent professional representation for the defendant. The Contractor may trade cases or parts of cases with other competent attorneys, but shall have full responsibility for the compensation and supervision of such attorneys.

The Court will pay to the Contractor for the services required the sum of **Three Thousand (\$3,000.00) Dollars** per month, payable on the first day of each month in advance, commencing January 1, 2012. In addition, the Court will pay to the Contractor his/her reasonable expense of subpoenaing and paying witnesses, long distance telephone calls, automobile mileage and transcripts reasonably necessary to representing a defendant so assigned. Mileage will be compensated at the then current rate for Lenawee County employees. The Contractor shall be responsible for all other expenses. In extraordinary cases the court may, upon request of a

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In addition to the fees paid by the Circuit Court to the Contractor, the Contractor shall receive such fees as the District Court pays on behalf of the indigent for necessary representation of the indigent on the assigned case in District Court, such as preliminary examination, waiver of preliminary examination and motions.

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The Court further agrees that this contract shall not preclude the Contractor from accepting indigent cases in District Court and/or Probate Court.

The Court further agrees that upon the request of the Court or any contractor not less than sixty (60) days nor more than ninety (90) days before the expiration of the term of the contract, the Court will meet with the contractors and attempt to work out an agreement for extension and/or revision of the contract.

The term of this contract shall be for one (1) year, commencing on January 1, 2012.

Except as hereinbefore provided, the parties agree that neither party has an obligation to continue past the term of a given contract or to enter into further contracts. However, the Court will attempt to negotiate a new contract with the existing Contractors before seeking a new contractor so long as the services of the Contractor are satisfactory and his/her conduct complies with proper professional standards. The court shall be the sole judge as to whether the Contractor is providing competent representation and incompetent representation shall be grounds for termination of the contract without notice. In the event of termination of the contract for whatever reason except incompetence, the Contractor shall continue representation

of any indigent person until such time as that case has been completed by sentencing or dismissal or re-assignment to a new counsel. The Court shall make such re-assignment as expeditiously as possible.

The parties agree that the Contractor is not an employee of the Court but is an independent contractor.

The Court further agrees that in the event the Contractor is sued for malpractice arising out of any case assigned to the Contractor under his/her contract, the Court will pay the deductible on the Contractor's malpractice insurance up to a maximum of Two Thousand Five Hundred (\$2,500.00) Dollars per case.

**Witnessed:**

**THIRTY-NINTH JUDICIAL CIRCUIT COURT**

Beth Morse  
Witness

by

TIMOTHY P. PICKARD, Circuit Judge

and

MARGARET M. S. NOE, Circuit Judge

Joyce E. Gibson  
Witness

ANNA MARIE ANZALONE

Attn: Heather

3139650372

The schedule of attorney fees to be paid to counsel appointed to represent defendants in criminal cases in Circuit/District Court is hereby revised effective January 1, 1996. Except in appeal proceedings, certification and requests for attorney fees shall be submitted prior to or at the time of sentencing in cases where the defendant is convicted. Where there is no conviction and where fees are requested for post-conviction proceedings, requests shall be submitted within 30 days of the last act performed by the attorneys unless extension is granted by the trial court for good cause shown. Applications for fees in appeals shall be submitted quarterly within 30 days of the last day of the quarter services performed during the quarter regardless of whether the appeal is completed. All requests for appeal fees shall be substantiated by itemized statements of time spent in processing the appeals. Strict adherence to these rules shall be required.

**TRIAL PROCEEDINGS:**

|  |          |
|--|----------|
| Retainer in Felony case  | \$175.00 |
| Retainer in Misdemeanor case                                   | 125.00   |
| Preliminary Examination  |          |
| First 1/2 day  | 150.00   |
| Each additional 1/2 day  | 75.00    |
| Waiver   | 35.00    |
| Pre-Preliminary Examination                                    | 40.00    |
| Arraignment in Circuit Court                                   | 35.00    |
| Written Waiver of Circuit Court Arraignment                    | 20.00    |
| Contested Motions (1) (2)                                      |          |
| Up to one hour   | 50.00    |
| First one-half day   | 100.00   |
| Additional one-half day  | 75.00    |
| Appearance at Line-Up  | 100.00   |
| Guilty Plea  |          |
| At arraignment   | 35.00    |
| Other than at arraignment                                      | 50.00    |
| Pre-trial Conference (3)                                       | 35.00    |
| Sentencing   | 50.00    |
| Trial  |          |
| Capital offense- first day (1)                                 | 500.00   |
| Each Additional 1/2 day  | 150.00   |
| Non-capital offense-first day (1)                              | 300.00   |
| Each additional 1/2 day  | 100.00   |
| Probation violation hearing                                    |          |
| Arraignment  | 35.00    |
| Guilty Plea  | 35.00    |
| Sentencing   | 40.00    |
| Trial  |          |
| First one-half day   | 100.00   |
| Each additional 1/2 day  | 75.00    |
| Paternity Case- each hour of preparing pleadings and attending |          |
| pre-trial hearings   | 50.00    |
| Trial  |          |
| First day  | 300.00   |
| Each additional 1/2 day  | 100.00   |

**APPEAL PROCEEDINGS:**

|   |           |
|---|-----------|
| Preparing appeal (including brief writing, interviews, travel time, etc.) (4) | 50.00/hr  |
| Oral Arguments  |           |
| Supreme Court   | 75.00/hr. |
| Court of Appeals  | 60.00/hr. |
| Circuit Court   | 50.00/hr  |

(1) If one attorney represents two or more co-defendants at joint proceedings, add \$20.00 for each additional defendant for the first hour and \$40.00 per 1/2 day for each additional defendant for hearings exceeding one hour.  
Divide the total fees evenly among the defendants. The first hour will not be paid in addition to the first half day, those fees being in the alternative.

(2) No additional fees will be allowed for contested motions heard during the course of the trial.

(3) No fees will be paid for pre-trial conferences conducted the same 1/2 day as a hearing on a contested motion on the same day and lasting more than one hour.

(4) There will be no additional allowance for ordinary travel expenses, telephone calls, etc. Extraordinary necessary expenses (e.g., printing briefs, transcripts, etc.) will be reimbursed upon application.

In all cases involving unusual circumstances requiring additional time or expense far above the ordinary, counsel may petition the court for additional fees.

This order applies to those cases where appointment to counsel is made on or after January 1, 1996.

Chief Judge Nicholas

Dated 1/29/96

41

THE CIRCUIT COURT  
FOR  
THE FORTY-FIRST JUDICIAL CIRCUIT  
MICHIGAN  
COUNTIES OF DICKINSON - IRON - MENOMINEE

Circuit Judge  
MARY B. BARGLIND

P.O. Box 609  
Dickinson County Courthouse  
Iron Mountain, MI 49801



November 29, 2011

Circuit Judge  
RICHARD J. CELELLO

Phone (906) 774-2266  
Fax (906) 779-0587

Ms. Dawn VanHoek  
State Appellate Defender Office  
645 Griswold Street  
Detroit, MI 48226-4281

Re: 41<sup>st</sup> Circuit Court Indigent Contract Information

Dear Ms. VanHoek:

Enclosed please find the Indigent Appointment Agreements for Menominee, Dickinson and Iron Counties.

In Dickinson County the attorneys taking indigent appointments are Atty. Grant Carlson, Atty. Daniel Jaspen, Atty. Daniel Anderson and Atty. Kalen Lipe.

In Menominee County the attorneys taking indigent appointments are Atty. Steve Benson, Atty. Wayne Erickson, Atty. Joseph Klumb, Atty. Randall Philipps, Atty. Geoffrey Sparks and Atty. Elizabeth LaCosse.

In Iron County the attorneys taking indigent appointments are Atty. Matthew Tingstad,\* Atty. Donald Powell and Atty. Geoffrey Lawrence.

Sincerely,

A handwritten signature in cursive script, reading "Mary E. Rigoni".

Mary E. Rigoni  
Judicial Secretary

\*Note Mr. Tingstad does not accept felony work therefore his compensation is different.

Enc.

## INDIGENT APPOINTMENT AGREEMENT

Whereas the Judges of the 41st Circuit Court of the County of Dickinson have determined it to be appropriate to enter into a contractual agreement with certain members of the Dickinson County Bar Association for the representation by those attorneys of indigent defendants charged with offenses cognizable by the Dickinson County Circuit Court;

And whereby the Judges of the Circuit Court have pre-screened the involved attorney and have determined the general competency of the attorney to handle Circuit Court criminal offenses in Dickinson County;

It is therefore agreed by and between the Judges of the Dickinson County Circuit Court, hereafter referred to as "Judges" and Daniel Jaspen, hereafter referred to as "attorney":

### 1. TERM

The term of this agreement shall be two years commencing on January 1, 2011, and terminating on December 31, 2013 and shall automatically renew for one year providing no action has been taken by the County Board to amend or alter this agreement prior to January 1, 2013.

### 2. SERVICES

The attorney shall provide indigent criminal appointment services as attorney for defendants charged with criminal offenses cognizable by the Dickinson County Circuit Court. The determination of indigency shall be made by the Dickinson County District Court in such a manner and at such time as the Court may determine (in some instances the determination of indigency and appointment of an attorney may occur at the Circuit Court level). The attorney shall receive one-fourth of all covered appointments for 2011 and 2012, excepting that Judges shall have the exclusive right to temporarily remove attorneys from the rotation in order to equalize the work load by the participating attorneys. If a legitimate need arises, another attorney in a multi-attorney firm may substitute for the attorney in a pending proceeding with the consent of the appropriate Court. In such cases, no additional compensation will be paid. In rendering services, attorneys shall strictly adhere to the Code of Professional Responsibility.

### 3. COMPENSATION AND COSTS

In consideration for services rendered the attorney shall be paid by the County of Dickinson in equal monthly installments. All payments will be made in the name of the attorneys unless a contrary designation is filed in writing by the attorneys. Each participating attorney shall be paid an equal share of the total compensation. The Court reserves the right to add additional attorneys to the contract. All attorneys subject to this contract shall receive reimbursement pursuant to the following schedule:

The attorney will be paid compensation at the minimum rate of \$28,187.50 per year for services rendered from January 1, 2011, through December 31, 2011. The total

compensation paid to all four participating attorneys shall not exceed \$112,750 under this contract. Payment will be made at the rate of \$2,348.96 per month. In addition each attorney shall be compensated at the rate of \$150 per day for each day spent in trial in 2011 (Not included in the ~~\$140,000~~ total).  
112,750 mbb

The attorney will provide the Court, on a monthly basis, a statement of hours worked with regard to each particular matter before the court.

Nothing herein shall bar the attorney from requesting additional sums of money from the Court for additional costs in appropriate cases such as the cost of investigators or expert witnesses. The monthly compensation paid shall, however, include the cost of copying and other minor in-house expenses of the attorney.

4. RETENTION BY FIRM

Should an attorney from a multiple attorney firm be unable to fulfill this agreement due to incapacitation, death or transfer from the area, this agreement may be assigned by Judges to a remaining qualified firm member.

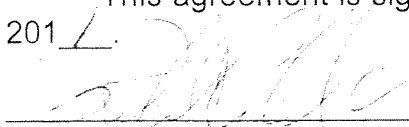
5. TERMINATION

Either party shall have the right to terminate this agreement upon 30 days written notice to the attorney or Chief Circuit Court Judge or immediately upon breach by attorney of the Code of Professional Responsibility. In the event of termination, the Judges in their sole discretion, have the right to reassign any pending case to another participating attorney or have the attorney continue any representation on a per-hour fee basis.


6. INDEPENDENT CONTRACTOR


It is expressly agreed between the Circuit Court, County and Attorneys that each attorney is acting solely as an independent contractor. By signing this agreement each attorney represents that he/she does not work exclusively for the Courts and/or County and understands he/she is not entitled to any employee benefits offered by the County, including, but not limited to, workers compensation coverage.

This agreement is signed by the parties on the 7<sup>th</sup> day of February, 2011.

  
\_\_\_\_\_  
Richard J. Celello  
41<sup>st</sup> Circuit Court Judge

  
\_\_\_\_\_  
Henry Wender  
Chairman, Board of Commissioners

  
\_\_\_\_\_  
Mary B. Barglind  
41<sup>st</sup> Circuit Court Judge

  
\_\_\_\_\_  
Daniel Jaspen

**IRON COUNTY TRIAL COURT  
PUBLIC DEFENDER AGREEMENT**

**THIS AGREEMENT**, made this 1<sup>st</sup> day of January, 2011, among the Chief Trial Court Judge of the Iron County Trial Court, hereinafter referred to as the Chief Judge; Iron County, a Michigan Corporation, hereinafter referred to as County; and Attorney Donald Powell, hereinafter referred to as Public Defender, witnesseth:

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

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

**WHEREAS**, the Public Defender having been deemed qualified by the Chief Judge and having represented that he is ready, willing, and able to provide such services on a contractual basis;

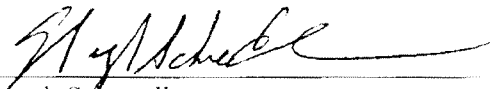
**NOW, THEREFORE**, the parties do hereby mutually agree to the following:

1. The term of this Agreement shall be from January 1, 2011 through December 31, 2011.
2. The Public Defender agrees to provide legal defense services for misdemeanor offenses; certain misdemeanor contempt of court hearings; misdemeanor probation violations hearings; juvenile delinquency proceedings; neglect/abuse proceedings; probate court proceedings; mental health hearings; criminal circuit court proceedings; and district felony cases, involving indigent defendants.
3. If it is judicially determined that a person accused of a misdemeanor and/or felony and/or any of the proceedings above described is entitled to court appointed counsel, then said Chief Judge shall appoint Public Defender to represent said accused.
4. If it is judicially determined that the Public Defender is unable to represent an otherwise eligible indigent criminal defendant because of a conflict of interest, then said judge shall appoint another Public Defender.
5. The Court will make every reasonable effort to coordinate the setting of hearings and conferences for the convenience of the Public Defender.
6. The Public Defender agrees to conduct himself in a professional matter consistent with the standards as promulgated by the State Bar of Michigan. The Public Defender shall be properly attired at all Court scheduled hearings/conferences.



7. The Court shall appoint approximately 50% of the circuit, and 33 1/3% of district, juvenile delinquency, probate, mental health and neglect/abuse proceedings to Attorney Donald Powell and the Public Defender agrees to represent these defendants. The Public Defender shall also attend one-half (1/2) of Drug Court staffings and hearings.
8. As complete compensation for attorney fees and office costs, the Public Defender shall be paid by the Court in 12 (twelve) equal installments of Two Thousand Seven Hundred Fifty Three and 47/100 Dollars (\$2,753.47) on or about the first day of each month, and shall commence on January 1, 2011 and through December 31, 2011.
9. This Agreement may be terminated for any of the following reasons:
  - A. If the Public Defender fails to perform his obligation under this Agreement in a manner satisfactory to the Chief Judge.
  - B. Upon 60 (sixty) days written notice by the County or Chief Judge.
  - C. Upon 60 (sixty) days written notice by the Public Defender.
10. The Public Defender agrees to keep adequate records of all appearances and services on behalf of defendants represented under this Agreement, and shall make such records available to the Chief Judge as it shall reasonably direct.
11. The Agreement contains the complete expression of the parties' understanding. All prior contemporaneous oral or written understandings or promises are merged herein. This Agreement can only be amended or supplemented by a writing signed by all parties.

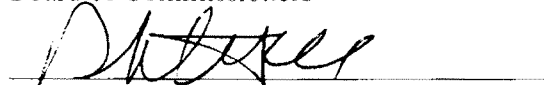
Dated: 1-20-11

  
C. Joseph Schwedler  
Chief Judge

Dated: 1/20/11

  
Wayne Wales  
Chairperson, Iron County  
Board of Commissioners

Dated: 01-20-11

  
Donald Powell  
Attorney at Law

## COURT APPOINTMENTS FOR 01/01/11 TO 12/31/11

GEOFFREY LAWRENCEDONALD POWELLMATTHEW TINGSTAD

|           |           |           |
|-----------|-----------|-----------|
| 01/03/11  | 01/10/11  | 01/17/11  |
| 01/24/11  | 01/31/11  | 02/07/11  |
| 02/14/11  | 02/22/11* | 02/28/11  |
| 03/07/11  | 03/14/11  | 03/21/11  |
| 03/28/11  | 04/04/11  | 04/11/11  |
| 04/18/11  | 04/25/11  | 05/02/11  |
| 05/09/11  | 06/01/11* | 06/06/11  |
| 06/13/11  | 06/20/11  | 06/27/11  |
| 07/05/11* | 07/11/11  | 07/18/11  |
| 07/25/11  | 08/01/11  | 08/08/11  |
| 08/15/11  | 08/22/11  | 08/29/11  |
| 09/06/11* | 09/12/11  | 09/19/11  |
| 09/26/11  | 10/03/11  | 10/11/11* |
| 10/17/11  | 10/24/11  | 10/31/11  |
| 11/07/11  | 11/21/11  | 11/28/11  |
| 12/05/11  | 12/12/11  | 12/19/11  |

\* - These dates do not fall on Monday

## INDIGENT APPOINTMENT AGREEMENT

THIS AGREEMENT, entered into by and between the 41<sup>st</sup> Circuit Court for the County of Menominee, the 95A District Court for the County of Menominee, and the Menominee County Probate Court, hereafter collectively referred to as "Court" and Janis Burgess, and hereafter referred to as "Attorney".

### TERM

This agreement shall be for a month to month basis, commencing on February 1, 2008.

### SERVICES

The attorney shall provide the Court with indigent criminal appointment services. In Probate Court and the Family Court Division of the Circuit Court said services shall include appointments in the following types of cases: delinquency, child abuse, child neglect, and termination of parental rights, except that, even though the Probate Court may appoint an attorney and/or *guardian ad litem* in adult and minor guardianship and conservatorship cases, including DDP guardianship, said attorney shall bill the estate or petitioner for said services. The petitioner in all such cases shall be advised of the same. Mental commitment cases shall continue to be appointed through the Probate Court and such services are included in this agreement.

The attorney shall receive a proportional amount of the appointments from each named Court, except that Court shall have the exclusive right to temporarily remove a participating attorney from the rotation in order to equalize the workload among the participants. If a legitimate need arises, another attorney in a multi-attorney firm may substitute for the appointed attorney in a pending proceeding with the consent of the appropriate Court. In such cases, no additional compensation will be paid. In rendering services, the attorney shall strictly adhere to the Code of Professional Responsibility.

### COMPENSATION

In consideration for services rendered, the attorney shall be paid by the County of Menominee, in equal monthly installments. All payments will be made in the name of the attorney unless a contrary designation is filed in writing. Each participating attorney shall be paid an equal share of the total compensation. The Court reserves the right to add additional attorneys to the contract. All attorneys subject to this contract shall receive reimbursement pursuant to the schedule following:

Commencing October 1, 2006, the total compensation paid to all six participating attorneys shall be 147,808.00.

### RETENTION

Should an attorney from a multiple attorney firm be unable to fulfill this agreement due to incapacitation, death or transfer from the area, this agreement may be assigned by the Court to a remaining qualified member.

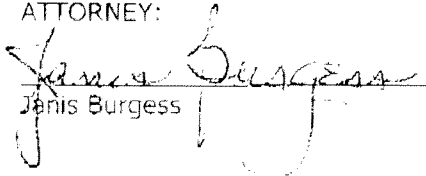
**TERMINATION**

The Court shall have the right to terminate this agreement upon thirty (30) days of written notice to attorney or immediately upon breach by attorney of the Code of Professional Responsibility. In the event of termination, the Court, in its sole discretion, has the right to reassign any pending cases to another participating attorney or have the attorney continue any representation on a per hour basis.

An attorney may terminate this agreement by providing a thirty (30) day written notice to each of the judges indicated in this contract. He or she shall attempt to complete all pending cases within the thirty (30) days, and those not completed shall be assigned to another attorney

The Amended Contract entered into with Attorney Burgess as of February 1, 2008.

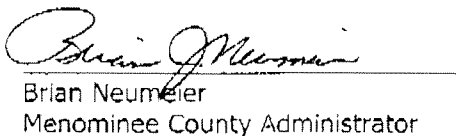
ATTORNEY:

  
Jenis Burgess

1/21/08  
Date

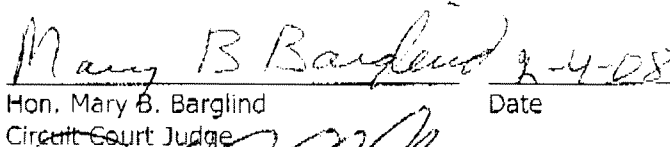
  
Witness

APPROVED:

  
Brian Neumeier  
Menominee County Administrator

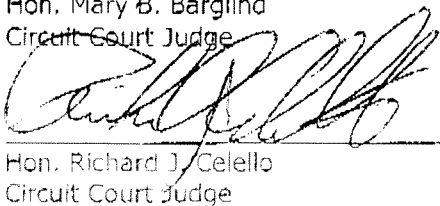
1-21-08  
Date

  
Witness

  
Hon. Mary B. Barglund  
Circuit Court Judge

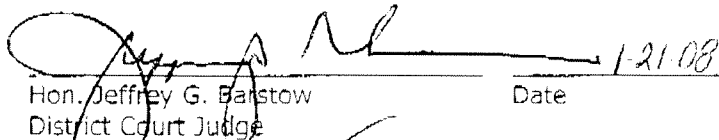
2-4-08  
Date

  
Witness

  
Hon. Richard J. Celello  
Circuit Court Judge

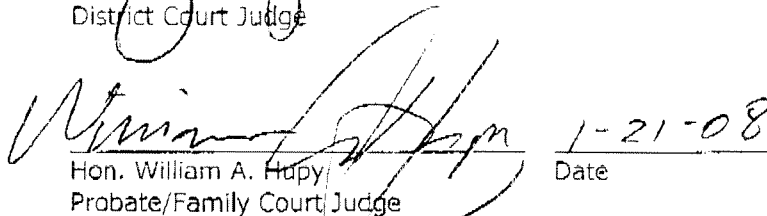
1-21-08  
Date

  
Witness

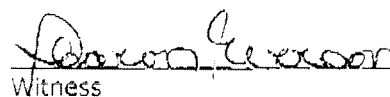
  
Hon. Jeffrey G. Barstow  
District Court Judge

1-21-08  
Date

  
Witness

  
Hon. William A. Hupy  
Probate/Family Court Judge

1-21-08  
Date

  
Witness

**Attorney Payment Schedule**

\$13,264.08 per month - divided equally among 6 attorney's \$2210.68/mo  
Effective 9/15/2011 (per attached Memo signed by Judge Barstow)

|                                    |             |
|------------------------------------|-------------|
| 101-131-807.00 35% - Circuit Court | \$ 773.74   |
| 101-136-807.00 35% District Court  | \$ 773.74   |
| 101-132-807.00 22.5% Family Court  | \$ 497.40   |
| 101-148-807.00 7.5% Probate Court  | \$ 165.80   |
|                                    | <hr/>       |
|                                    | \$ 2,210.68 |

Geoffery Sparks  
Wayne Erickson  
Randall Phillips  
LaCosse Law, P.C.  
Joe Klumb  
Benson Law, P.C.

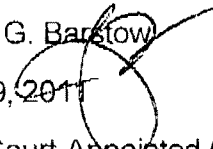
Sep-11

**Hon. Jeffrey G. Barstow**

**Menominee County District Court  
839 10<sup>th</sup> Avenue  
Menominee MI 49858  
906/863-9408**

# Memo

**To:** Clerk, District Court  
Clerk, Circuit Court  
Clerk, Probate Court

**From:** Hon. Jeffrey G. Barstow 

**Date:** September 9, 2011

**Re:** Addition of Court-Appointed Counsel

---

Please be advised that effective September 15, 2011, Attorney Steven C. Benson will be added to the court-appointed counsel list for Menominee County. His contact information is as follows:

Attorney Steven C. Benson (P59238)  
Benson Law, P.C.  
104 Sixth Avenue  
Menominee MI 49858  
Phone: 906/864-1000  
Fax: 906/864-0001  
Email: scbenensonlaw@gmail.com

Please update your records accordingly. Thank you.

42

|  |   |   |
|--|---|---|
| <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="width: 60%;"> THE PEOPLE OF </div> <div style="width: 35%;"> <input type="checkbox"/> The State of Michigan<br/> <input type="checkbox"/> _____<br/> <br/> <br/> </div> </div> | v | <div style="border: 1px solid black; height: 100px; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between; border-top: 1px solid black; border-bottom: 1px solid black; padding: 2px 5px;"> <span>CTN</span> <span>SID</span> <span>DOB</span> </div> |
|--|---|---|

The defendant requests a court-appointed attorney and submits the following information.

\*Use reverse side for additional information/comments.

☐ 8. \_\_\_\_\_ is appointed to represent the defendant.  
Name \_\_\_\_\_ Bar no. \_\_\_\_\_

☐ 9. The petition is denied because: \_\_\_\_\_

Date \_\_\_\_\_

Judge \_\_\_\_\_ Bar no. \_\_\_\_\_

#2

August 13, 2009

D. Bender  
S. Grander  
J. Landenbach  
J. Hart  
File  
D. Mason

To the Honorable Chairman and  
Members of the Board of Commissioners

Agenda Item: 99-8-09AO

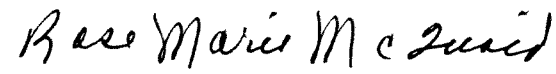
Ladies and Gentlemen:

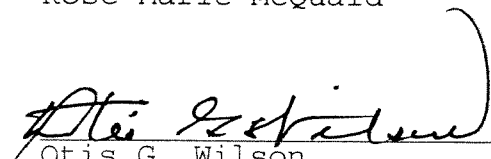
We your Administration and Operations Committee recommend approval of an agreement between the County of Midland and Daniel J. Duke, Legal Representation of Indigents. The term of this agreement is from January 1, 2010 through December 31, 2013.

The members, replacements or any additional attorneys of the Consortium will provide professional legal counsel and representation to all persons determined indigent by the 42<sup>nd</sup> Circuit Court and the 75<sup>th</sup> District Court of Midland County. The agreement requires that the County pay the Consortium a maximum of \$287,400.00 during each year of this agreement. This is a savings over the previous agreement of \$27,600.00 per year.

Respectfully submitted,

  
Howard G. Schoenherr, Chairperson

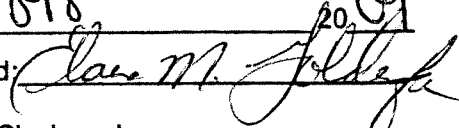
  
Rose Marie McQuaid

  
Otis G. Wilson

Administration and Operations Committee

njk

**ADOPTED**  
Midland County Board  
Of Commissioners

Date: 8-18 2009  
Attested:   
County Clerk and  
Clerk of the Board of Commissioners



99-8-09  
A+0

COMPLETED

MIDLAND COUNTY  
Contracts and Agreements Worksheet

To Be Filled Out By Department

Department: CIRCUIT COURT \_\_\_\_\_ Person: JERRY KOLE \_\_\_\_\_

Affected by Revenue/Expenditure: 101-131.000-815 & 101-136.000-815 \_\_\_\_\_

Contract Description: INDIGENT COUNSEL CONSORTIUM CONTRACT \_\_\_\_\_

Contracting Agency: DAN DUKE \_\_\_\_\_

Term: 01/01/2010 \_\_\_\_\_ To: 12/31/2013 \_\_\_\_\_ Due Date: \_\_\_\_\_

New: \_\_\_\_\_ Renew: X \_\_\_\_\_ Amendment: \_\_\_\_\_

Forward original contract and two copies with cover letter addressed to the Board of Commissioners to:

Denise Mason  
Procurement & Contract Administrator  
Finance Department

To Be Filled Out By Procurement & Contract Administrator

Date Received: 7/29/2009 \_\_\_\_\_

Date of Approvals:

Civil Counsel Opinion (Contract)

Finance Director Opinion

Sent

7/28/2009

8/11

Received

8/7

8/11

To Be Filled Out By Administrative Assistant

Date Received: 8-11-09 \_\_\_\_\_ Agenda Item #: 99-8-09 \_\_\_\_\_

Other Information

Date

Administration & Operations Committee Recommendation: 8-12-09 \_\_\_\_\_

Board Approval: 8-18-09 \_\_\_\_\_

Sent to Contracting Party for Signature: n/a \_\_\_\_\_

Signed Copy Sent to County Clerk & Department: 8-25-09 \_\_\_\_\_

# State of Michigan

Circuit Judges  
Michael J. Beale  
Jonathan E. Lauderbach  
District Judges  
Stephen P. Carras  
John H. Hart  
Probate Judge  
Dorene S. Allen



Jerome M.P. Kole  
Trial Court Administrator  
(989) 837-6595  
(989) 837-6596 Fax  
jkole@co.midland.mi.us

July 28, 2009

Midland County Courthouse  
301 W. Main Street  
Midland, Michigan 48640-5183

To the Honorable Chairman and  
Members of the Midland County Board of Commissioners  
220 West Ellsworth Street  
Midland, Michigan 48640

Dear Chairman Bradley:

RE: Legal Representation of Indigents

Enclosed for your review, please find a proposed renewal of the Agreement for Legal Representation of Indigents for Midland County.

The current agreement expires on December 31, 2009. This agreement is for January 1, 2010 – December 31, 2013. The agreement provides for representation of indigent clients before the 75<sup>th</sup> District Court and the 42<sup>nd</sup> Circuit Court.

The Court has negotiated a monthly rate and maximum compensation amount that is significantly lower than the previous agreement.

|                       | <u>Previous<br/>Agreement</u> | <u>Proposed<br/>New<br/>Agreement</u> |
|-----------------------|-------------------------------|---------------------------------------|
| Misdemeanor - Maximum |                               | \$ 60,000.00                          |
| Felony - Maximum      |                               | <u>\$ 227,400.00</u>                  |
| Total Maximum         | \$ 315,000.00                 | \$ 287,400.00                         |
| Savings               |                               | \$ 27,600.00 *                        |
|                       |                               | 8.76% savings                         |

\*Exceptions are noted in the Agreement on Page 3.

I look forward to discussing this with you at the appropriate committees.

Very truly yours,

Jerome Kole  
Trial Court Administrator

CC: Jonathan E. Lauderbach, Chief Judge, 42<sup>nd</sup> Circuit Court  
John H. Hart, Chief Judge, 75<sup>th</sup> District Court  
✓ Denise Mason, Contracts/Procurements  
L. William Smith, County Civil Attorney

**GILBERT, SMITH & BORRELLO, P.C.**

ATTORNEYS AT LAW  
721 SOUTH MICHIGAN AVENUE  
SAGINAW, MICHIGAN 48602-529

-----  
816 W. WACKERLY STREET  
MIDLAND, MICHIGAN 48640

WWW.GSB-LAW.COM

DAVID M. GILBERT  
LAWRENCE WM. SMITH  
ANDRÉ R. BORRELLO  
CHRISTINA M. GROSSI  
JAMIE R. TOTTEN

SAGINAW (989) 790-2600  
FAX (989) 790-2889  
MIDLAND (989) 832-1818

August 6, 2009

Ms. Denise L. Mason  
Procurement and Contracts Administrator  
Midland County Services Building  
220 W. Ellsworth St.  
Midland, MI 48640-5194

Re: *Agreement for Legal Representation of Indigents (Daniel Duke)*  
*Consortium Administrator*

Dear Ms. Mason:

Pursuant to the request of Jerome Kole, I have had the opportunity to review the proposed renewal agreement between the 42<sup>nd</sup> Circuit Court, 75<sup>th</sup> District Court and Midland County, and Daniel J. Duke for Legal Representation of Indigents for the County of Midland. The term of this agreement is from January 1, 2010 through December 31, 2013.

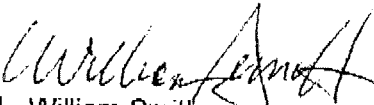
This agreement has been revised to reflect a decrease in the annual compensation to the Consortium Administrator.

**OPINION**

This agreement has evolved from an original agreement drafted by this writer for previous years, and once executed will become legally enforceable, and I therefore offer my approval as to its form and content, only.

I trust the above comments meet your request. Please feel free to contact me should you have any questions or comments regarding this or other matters.

Yours very truly,

  
L. William Smith

LWS\slh

cc: James T. Bradley, Chairman  
Jerome M. P. Kole, Trial Court Administrator  
Bridgette Gransden, Finance

## Addendum

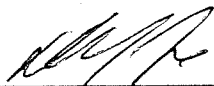
As of the date that this contract was signed, the Attorneys providing services are:

1. Daniel J. Duke P53586

2. Leland Burton

3. LISA Blanton

4. \_\_\_\_\_  
(Alternate/on call)

  
\_\_\_\_\_  
Daniel J. Duke P53586

COUNTY OF CASS, STATE OF MICHIGAN

INDIGENT DEFENSE CONTRACT

DISTRICT, PROBATE and CIRCUIT COURTS

**1. PARTIES:**

A. County of Cass, a Michigan Municipal Corporation ("COUNTY").

B. The Cass County Courts, being the 43rd Judicial Circuit, the Probate Court for the County of Cass, and the Fourth Judicial District.

C. Five (5) independent, non-affiliated law firms, as further defined in paragraph 3.D, who may be identified by the name "Cass County Defenders" (individually and collectively "LAWYERS").

**2. TERM:**

The term of this Agreement shall be from June 1, 2010 through and including May 31, 2013.

**3. DEFINITIONS:**

A. "INDIGENT": Any person who is unable to afford counsel to represent himself/herself in a criminal proceeding and who has been found to be indigent by a judicial officer of the COUNTY, and who is entitled to court-appointed counsel at the expense of the COUNTY.

B. "MISDEMEANOR": A violation of a penal law of this State which is not a felony, or a violation of an order, rule, or regulation of a State agency, that is punishable by imprisonment of not more than one year in the County Jail, or by a fine that is not a civil fine, as defined by MCL 761.1(h), or which is a violation of a local ordinance punishable as a misdemeanor by imprisonment of not more than one year in the County Jail.

C. "FELONY": A violation of a penal law, order, rule, or regulation of an agency of this State for which the offender, upon conviction, may be punished by imprisonment of more than one year, or an offense expressly designated by law to be a felony, as defined in MCL 761.1(g).

D. "LAWYERS": As used in this Agreement, the five independent and non-affiliated law firms are as follows: Dale E. Blunier, Law Office of Dale E. Blunier; James M. Miller, James M. Miller Law Office; Lawrence W. Quigley, Law Office of Lawrence W. Quigley; Gregory H. Feldman, Feldman & Feldman, PC; and Carol Montavon Bealor, Law Office of Carol Montavon Bealor. The LAWYERS and each of them expressly warrant that none are involved with any other

LAWYER in a joint venture or other enterprise, nor is any LAWYER involved in any association among any of the LAWYERS which permit one to act as agent for the other, except as may be required or permitted under the terms of this Agreement. The parties agree further that the Courts will appoint CASS COUNTY DEFENDERS to the cases requiring court appointed counsel for indigent defendants/respondents, and that CASS COUNTY DEFENDERS assumes the responsibility for assigning the cases to individual LAWYERS. Subject to MCR 2.117(B)(3)(b), and except in the case of an actual conflict of interest between indigent clients, any one of the LAWYERS may appear in court proceedings for a case assigned to CASS COUNTY DEFENDERS, though it will be preferable that one LAWYER should manage a case assigned to him through its conclusion. Except as may otherwise be provided in this Agreement, no other attorneys shall act for the LAWYERS under or pursuant to this Agreement.

#### **4. COVENANTS OF THE CASS COUNTY DEFENDERS:**

A. Commencing on June 1, 2010, the LAWYERS shall:

1. Provide legal defense services to all indigent defendants charged with felonies, misdemeanors, and juvenile delinquency proceedings under MCL 712A.2(a)(1) and authorized by MCR 5.914(B)(1) and MCR 5.903(B)(5), and which have been assigned to CASS COUNTY DEFENDERS.

The foregoing notwithstanding, CASS COUNTY DEFENDERS shall not be assigned to cases involving minor offenses in the District or Probate Court in which the presiding Judge has expressly ruled that, upon conviction, the punishment will not include incarceration [MCR 6.201(D)(2)(C)], nor a case which would not require representation, nor any delinquency proceeding not defined in the preceding paragraph, nor child protective proceedings.

2. Defend all indigent defendants in extradition matters, probation violations and other situations in any of the Courts where legal representation is mandated by applicable statute, court decision or court rule; but not including any appeal of any conviction, nor any post-trial or post-sentencing proceedings.

3. Represent all indigent defendants charged with crimes arising out of the same transaction or occurrence, except that, in the event of a criminal transaction or occurrence which results in criminal charges against six or more defendants, the Court shall be responsible for appointing conflict counsel for the sixth and subsequent defendants, after consultation with the LAWYERS. The consultation will assess the likelihood of any of the defendants proceeding to trial, with the Court's appointment of conflict counsel to the defendant(s) least likely to proceed to trial.

4. Reassign an indigent defendant's case to one of the other LAWYERS when either an assigned LAWYER or the defendant to whom the LAWYER is assigned requests that the assigned LAWYER should withdraw from the case. The LAWYER accepting the reassigned case shall file a "Substitution of Attorney" as notification to the Court of the reassignment. In the event of an actual conflict of interest, preventing reassignment to one of the other remaining LAWYERS, the Court will appoint a conflict counsel. A LAWYER will be permitted to withdraw from an assigned case only after the filing of a written motion for leave to withdraw, a hearing on the motion, and an order entered granting leave to the LAWYER to withdraw. A conflict of interest will be

deemed not to occur solely on the basis that two of the LAWYERS are assigned to co-defendants in a single case, and in such circumstance a third LAWYER is deemed eligible for the reassignment.

For purposes of subparagraphs 3 and 4 above, in the event conflict counsel is appointed by the Court, the COUNTY shall pay for the services of the conflict counsel, subject to the following:

a. The amount of compensation payable to conflict counsel shall be determined by the Court in accordance with the fee schedule in place in Cass County for indigent defense immediately prior to June 1, 2010, and shall be the sole responsibility of the COUNTY, together with any administrative costs associated with the billing or payment;

b. The LAWYERS will consult with the Court to determine whether reassignment of cases involving multiple defendants from a single transaction will result in a savings for the COUNTY, and the LAWYERS will make such reassignments as may be appropriate for that purpose, subject to the client's approval and in conformity with all applicable Court Rules and rules of ethics;

c. The obligation of the COUNTY for compensating conflict counsel shall not exceed \$20,000 during any 12-month period of the term of this Agreement. Any compensation owing to conflict counsel in excess of \$20,000 during any 12-month period of the term of this Agreement shall be withheld from the monthly compensation payable to the LAWYERS for the last four (4) months of the then current contract year;

d. Conflict counsel will invoice the COUNTY substantially in conformity with the forms attached hereto, and all such conflict counsel invoices and requests for payment will be reviewed by the presiding Judge of the Court in which the action is pending and by the LAWYERS of one of them acting for all of the LAWYERS to determine the reasonableness of the fees requested by conflict counsel.

5. Hold COUNTY harmless and indemnify COUNTY for any and all liability arising by virtue of this Agreement for the representation of criminal indigent defendants in Cass County, providing, however, that LAWYERS shall not have any such obligation or liability for acts or omissions of conflict counsel, nor any duty to provide malpractice insurance for any conflict counsel appointed by the Courts, nor any such obligation or liability as to one LAWYER for the conduct of any of the other four LAWYERS. Further, each LAWYER shall be responsible for securing his own malpractice insurance coverage, and no LAWYER shall have any obligation to any other LAWYER for the other LAWYER'S acts or omissions. The LAWYERS, individually, do not warrant, guarantee or otherwise accept any responsibility for the conduct of any of the other LAWYERS.

#### B. ADDITIONAL OBLIGATIONS OF THE LAWYERS

1. The duties of the LAWYERS under this Agreement, to act as legal counsel for indigent defendants in criminal cases in Cass County shall take precedence over any and all other commitments of the LAWYERS in the course of their business, subject to the applicable law and all of LAWYERS' obligations under the Rules of Professional Conduct.

2. An attorney, other than one of the LAWYERS, appearing on behalf of a defendant whose case is assigned to CASS COUNTY DEFENDERS shall be permitted to do so only after approval of the Judge presiding over such case, and with the consent of the defendant stated on the record.

3. A LAWYER shall not accept anything of value from or on behalf of any defendant assigned to him/her under the terms of this Agreement.

4. LAWYERS shall keep adequate records of all appearances and services on behalf of defendants represented under this Agreement, and shall make all such financial and administrative records, excluding client-related confidential documents, available to the Cass County Courts, the COUNTY, and to the Cass County Board of Commissioners as such bodies may reasonably direct. This provision, however, shall not be construed so as to require any disclosure which would violate LAWYERS' duties under the Rules of Professional Conduct to preserve as confidential client confidences.

5. LAWYERS individually and collectively guarantee continued performance of their respective obligations under this Agreement during the term of this Agreement regardless of their present or future organizational composition, and regardless of their employment status in each law firm.

6. LAWYERS shall not assign, subcontract or otherwise transfer any of their obligations under this Agreement without the prior written approval of the Cass County Board of Commissioners and the Judges of the Cass County Courts.

7. In the event a LAWYER becomes a candidate for election to the position of Cass County District, Circuit or Probate Judge, the candidate will withdraw from this Agreement upon filing with the Cass County Clerk of the candidate's nominating petitions. Within thirty (30) days after such filing, and after notice that the incumbent is seeking re-election, the parties will convene and appoint a replacement LAWYER to fill the position vacated by the withdrawing candidate. The replacement attorney shall thereafter be identified as one of the LAWYERS and compensated according to the terms of Paragraph 5 and Paragraph 7. However, the candidate will not be required to withdraw from this Agreement if an acceptable substitute or subcontractor is engaged during the period of candidacy, in accordance with subparagraph 6 above, compensation for whom shall be the sole responsibility of the candidate. Further, the candidate will not be required to withdraw from this Agreement if the incumbent Judge declines to seek re-election.

## **5. COVENANTS OF THE COUNTY OF CASS:**

The COUNTY agrees as follows:

A. To compensate the LAWYERS for the performance of the service provided by the LAWYERS under the terms of this Agreement, in the following amounts and in the following manner:

1. \$240,000.00 for the period June 1, 2010 through and including May 31, 2011;
2. \$240,000.00 for the period June 1, 2011 through and including May 31, 2012;
3. \$240,000.00 for the period June 1, 2012 through and including May 31, 2013



B. The payments required to be made by the COUNTY pursuant to the preceding paragraph shall be paid in equal monthly installments of \$20,000.00, payable in the amount of \$6,666.67 payable to Lawrence W. Quigley; \$6,666.66 payable to Dale E. Blunier; \$2,222.22 payable to James M. Miller; \$2,222.22 payable to Gregory H. Feldman; and \$2,222.22 payable to Carol Montavon Bealor. These payments shall be made on or before the 15<sup>th</sup> day of each month during the term of this Agreement.

C. The COUNTY shall make the payments described in paragraph 5.B above in a timely manner, as time is of the essence. Any payment required to be made by the COUNTY shall be considered delinquent and a default if not made by the 30<sup>th</sup> day of the month in which it is due. In the event of default in the payment of any sum due the LAWYERS under this Agreement, the LAWYERS shall be entitled to interest on the delinquent amount at the rate of 18% per annum until paid, and, in the event a collection action is required, all costs associated with such collection action including reasonable attorney fees.

D. The COUNTY shall be responsible for all witness fees, service-of-process fees, mileage and transportation costs for witnesses, expert fees, investigator fees, or independent testing/laboratory fees incurred by LAWYERS on behalf of the indigent defendants assigned to the LAWYERS under the terms of this Agreement. Such costs may be incurred by the LAWYERS and billed to the Cass County Courts on a monthly basis. Costs for expert witnesses, laboratory fees, or other extraordinary expenses shall be authorized and payable by the COUNTY only upon prior written application to the applicable Court and an order entered approving the expenditure. In no event shall any such cost or expense be deducted from the amounts payable to the LAWYERS or any one of them under the terms of this Agreement.

## **6. TERMINATION:**

This Agreement may be terminated by the COUNTY as to one or more of the LAWYERS in the event any of the following occur:

A. It one or more of the LAWYERS fails to perform his/her obligations under this Agreement in a manner satisfactory to the County Commissioners, provided however, that the County Commissioners shall not have the right to determine the quality of legal services rendered;

B. Cass County Circuit, Probate, or District Court finds that one or more of the LAWYERS has not provided adequate legal representation for defendants LAWYERS are appointed to defend. The respective Judges of the Courts may make such a determination based on the quality of legal services provided, as well as other factors as the Judges deem appropriate; or,

C. State Legislation is enacted whereby both of the following occur:

1. State funding for indigent defense supersedes County funding, and,
2. State law or regulation either prohibits the continuation of this Agreement, or will not permit the COUNTY to utilize said State funding to defray its obligations under this Agreement.

In the event that this Agreement is terminated pursuant to subsection 6.C above, the parties shall be under an affirmative duty to renegotiate this Agreement in good faith to conform this Agreement to such legislative requirements so as to permit the COUNTY to be eligible for receiving State funding for indigent defense. However, that this subsection shall not be construed so as to mandate the parties to reach any agreement.

Should this Agreement be terminated as to one or more of the LAWYERS, the terminated LAWYER(S) shall be entitled to and the COUNTY is obligated to pay for legal services performed by the LAWYER(S) through the date of the termination. Payment shall be made on a proportional basis for the number of days in the month of termination up to the date of termination. Subject to the provisions of paragraph 7, the terminated LAWYER(S) shall be required to complete all cases which have been assigned under this Agreement prior to such termination at no additional cost to the COUNTY.

#### **7. DEATH, DISABILITY OR LICENSE SANCTIONS:**

A. In the event one of the LAWYERS dies, becomes disabled, or is otherwise unable to work as an attorney, or suffers the suspension or revocation of his license to practice law in the State of Michigan, then the remaining LAWYERS and the COUNTY and the Cass County Judges shall meet as soon as possible after such event for the purpose of selecting a replacement attorney, to be appointed within 30 days of the notice of the terminating event. Between the time of such notice and the selection and acceptance of a replacement attorney:

1. The Cass County Courts agree to adjourn court proceedings, to the extent possible and consistent with the Michigan Court Rules and the rights of the affected indigent defendants, all pending cases which had been assigned to the terminated LAWYER.

2. The remaining LAWYERS shall appear in and accept the assignment of all of the cases of the terminated LAWYER, subject to the consent of each client, and shall attend all scheduled hearings for the affected indigent defendants whose cases cannot be adjourned by the Court(s) due to the application of the Michigan Court Rules or cases in which the rights of the defendant may otherwise be violated by an adjournment.

3. Accrued payments, pro-rated to the date of termination of the terminated LAWYER, required to be made to the terminated LAWYER under the terms of this Agreement, shall be paid to the terminated LAWYER, his personal representative or conservator.

4. All remaining payments which would otherwise have been payable to the terminated LAWYER shall be paid in equal parts to the remaining LAWYERS, until such time as a replacement attorney is selected and accepts the appointment, and consents to the substitution. On the commencement date of the substitute attorney's service under this Agreement, he/she shall be thereafter identified as one of the LAWYERS under this Agreement and shall be paid at the same rate and frequency as the terminated LAWYER.

8. **GOVERNING LAW:**

This Agreement shall be construed in accordance with the laws of the State of Michigan, the Rules of Professional Conduct for attorneys, the Rules of Judicial Conduct, the Michigan Court Rules, the United States Constitution and the Constitution of the State of Michigan. In the event of a conflict between the common law of the State of Michigan regarding contracts and the Court Rules or Rules of Professional or Judicial Conduct, the Rules shall be controlling.

9. **ADMINISTRATION AND NOTICES:**

When a notice is required under the terms of this Agreement, it shall be deemed properly served upon the other party if it is in writing and mailed, postage prepaid and properly addressed as follows:

If to the COUNTY : Honorable Michael E. Dodge, Circuit Judge  
Cass County Law and Courts Building  
60296 M-62 West  
Cassopolis, MI 49031

If to the LAWYERS: Dale E. Blunier  
Law Office of Dale E. Blunier  
69175 M-62, Suite C  
P.O. Box 327  
Edwardsburg, MI 49112

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated opposite their names:

**THE COUNTY**

Dated: <sup>June</sup>May 10, 2010

By: Robert Titus  
Chairman, Cass County Board of Commissioners

Dated: <sup>June</sup>May 9, 2010


By: Charles Clark  
Charles Clark, Interim Cass County Administrator

## THE CASS COUNTY DEFENDERS


Dated: May 12, 2010

By:   
Lawrence W. Quigley, Law Office of Lawrence W. Quigley

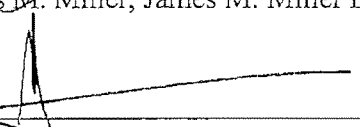
Dated: May 12, 2010

By:   
Dale E. Blunier, Law Office of Dale E. Blunier

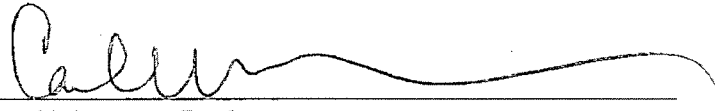
Dated: May 12, 2010

By:   
James M. Miller, James M. Miller Law Office

Dated: May 12<sup>th</sup>, 2010

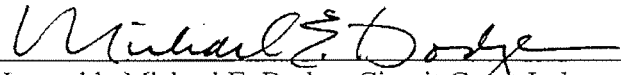
By:   
Gregory H. Feldman, Feldman & Feldman, PC

Dated: May 12, 2010

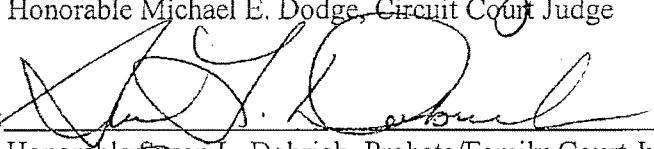
By:   
Carol Montavon Bealor  
Law Office of Carol Montavon Bealor

## THE CASS COUNTY COURTS

Dated: May 20, 2010

By:   
Honorable Michael E. Dodge, Circuit Court Judge

Dated: May 20, 2010

By:   
Honorable Susan L. Dobrich, Probate/Family Court Judge

Dated: May 20, 2010

By:   
Honorable Stacey A. Rentfrow, District Court Judge

## ADDENDUM TO INDIGENT DEFENSE CONTRACT

Item Number Two (2.) is hereby amended to state:

The term of this Agreement shall be from June 1, 2010 through and including September 30, 2013.

All other terms and conditions will remain the same.

IN WITNESS WHEREOF, the parties have executed this Addendum on the dates indicated opposite their names:

### THE COUNTY

Dated: June 17, 2010

By: Robert J. Jirik

Chairman, Cass County Board of Commissioners

Dated: June 29, 2010

By: Charles J. Clark

Charles Clark, Interim Cass County Administrator

### THE CASS COUNTY DEFENDERS

Dated: June \_\_\_\_\_, 2010

By: Lawrence W. Quigley

Lawrence W. Quigley, Law Office of Lawrence W. Quigley

Dated: June 1, 2010

By: Dale E. Blunier

Dale E. Blunier, Law Office of Dale E. Blunier

Dated: June 1, 2010

By: James M. Miller

James M. Miller, James M. Miller Law Office

Dated: June 2<sup>nd</sup>, 2010

By: 

~~Gregory H. Feldman, Feldman & Feldman, PC~~

Dated: June 8<sup>th</sup>, 2010

By: 

Carol Montavon Bealor

Law Office of Carol Montavon Bealor

## THE CASS COUNTY COURTS

Dated: June 8, 2010

By: 

Honorable Michael E. Dodge, Circuit Court Judge

Dated: June 8, 2010

By: 

Honorable Susan L. Dobrich, Probate/Family Court Judge

Dated: June 9, 2010

By: 

Honorable Stacey A. Rentfrow, District Court Judge

# GRUBBS & GRUBBS

## ATTORNEYS AT LAW



45

801 N. Main Street  
Three Rivers, MI 49093

Telephone (269) 273-9511  
Facsimile (269) 273-2063

Ronald J. Grubbs  
Debra Mehl Grubbs  
Richard W. Mehl (1921-1991)

December 7, 2011

Marla Rose McCowan  
CDRC Manager  
State Appellate Defender Office  
645 Griswold, Penobscot Bldg, Ste 3300  
Detroit, MI 48226

Dear Ms. McCowan:

Attached is a list of the contract defenders who will be accepting criminal cases in the Circuit Court. We are under a contract, a copy of which is also enclosed.

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

Very truly yours,

A handwritten signature in cursive script, appearing to read "Ronald J. Grubbs".

RONALD J. GRUBBS  
Attorney at Law

RJG/ljb

Enclosure

**Contract Defenders:**

**Mr. Howard Bush (Secretary-Laura)**

BUSH & BUSH  
140 East Second Street  
Constantine, MI 49042  
Phone: 435-4705  
Fax : 435-5455

**Mr. David Tomlinson (Secretary-Julie)**

108 West State Street  
PO Box 644  
Colon, MI 49040  
Phone: 269-432-2480  
Fax: 269-432-2979

**Mr. John P. Bush (Secretary-Betty)**

BUSH & BUSH  
208 West Chicago Road  
Sturgis, MI 49091  
Phone: 269-651-5380  
Fax: 269-651-4573

**Mr. Robert Dutka**

57635 N. Main Street  
PO Box 461  
Three Rivers, MI 49093  
Phone: 269-273-8402  
Fax: 269-273-2001

**Mr. Kevin Kleidon (Secretary-Sally)**

P.O. Box 127  
124 West Main Street  
Centreville, MI 49032  
Phone: 467-7935  
Fax: 467-9795

**Ms. Christine Yancey (Secretary-Debbie Jo)**

P.O. Box 254  
129 W. Main Street  
Mendon, MI 49072  
Phone: 496-1200  
Fax: 496-8174

**Ms. Deborah Davis**

P.O. Box 68  
108 West State Street  
Colon, MI 49040  
Phone: 269-432-3000  
Fax: 269-432-2979

**Mr. Ronald Grubbs (Secretary, Laura)**

801 N. Main Street  
Three Rivers, MI 49093  
Phone: 269-273-9511  
Fax: 269-273-2063



## **CONTRACT DEFENDER SYSTEM AGREEMENT**

**2012-2013-2014**

This Agreement is made between the County of St. Joseph, a Michigan Municipal Corporation, hereinafter referred to as the "County" and the Attorneys who sign hereon, hereinafter referred to as the "Attorneys" and is approved by the Chief Judges of the Circuit and District Courts.

The County has a need to continue to provide for a just, effective, efficient and economical system of providing legal counsel for persons charged with serious criminal offenses who claim that they are financially unable to retain private counsel. If the Attorney, after consultation with the Defendant, is convinced that the Defendant has sufficient liquid assets or income to retain an attorney at regular rates, the Attorney shall tell the Defendant that he/she must pay regular rates to the Attorney or retain other counsel. The Attorney may petition the Court in which the Defendant's cases(s) is pending to withdraw as a Contract Defender for the Defendant. The Court shall enter an appropriate order after stipulation or hearing.

The undersigned Attorneys, being members of the State Bar of Michigan and members of the St. Joseph County Bar Association have indicated a willingness to fulfill the need of the County for reasonable compensation.

Therefore, it is agreed between the County and the undersigned Attorneys, individually and collectively as follows:

1. The term of this contract shall be from January 1, 2012 through December 31, 2014.
2. The District Court Judge who shall make the appointment or designation of counsel in most cases may on or after December 15, 2011, appoint or designate counsel for criminal defendants if the first hearing, examination, pretrial conference with counsel, or trial for those defendants is scheduled during 2012. (December 15, 2012 for 2013 and December 15, 2013 for 2014)
3. No Attorney shall be designated or appointed to represent a criminal defendant on or after December 15, 2014, if the first hearing, examination, pretrial conference or trial for that defendant is scheduled after December 25, 2014.
4. The Attorneys designated or appointed shall comply with the Canons of Professional Responsibility and agree to maintain Professional Liability Insurance of at least One Hundred Thousand Dollars for each Attorney for any and all liability arising through act, omission or negligence of the Attorney(s) under this Agreement. The Attorney(s) shall be regarded in all ways as independent contractors and the County shall not be liable for any damages or injuries arising out of their performance of their duties under this Agreement. The Designated Attorney shall be responsible for the preparation and submission of 1099 forms or other tax related forms on behalf of the attorneys.
5. In representing a Client, the attorney assigned shall give priority to the obligations under the Agreement in scheduling and appearances, and shall;

- A. Be on time and prepared for all court proceedings.
  - B. Comply with court ordered deadlines.
  - C. Promptly identify and resolve conflicts of interest.
  - D. Continuously represent the Client in the Proceeding; except for isolated, unusual or unexpected circumstances, as approved by the assigned judge.
  - E. Promptly after assignment of the attorney to the Proceeding,
    - meet with the Client in private and explain the charge and factual allegations in detail and describe pertinent defenses;
    - Provide the Client copies of all police reports and pleadings when received;
    - listen to and evaluate the Client's explanation;
    - inform the client about the maximum sentence and the sentencing process;
    - evaluate and explain the Client's options in the Proceeding;
    - discuss any proposed resolution;
    - answer the Client's questions.
  - F. Within the time allowed in the scheduling order
    - consider applicable pretrial motions;
    - file pertinent motions;
    - complete discovery.
  - G. Before disposition by plea,
    - personally meet in private with the Client and review the charge, factual allegations, pertinent defenses, maximum sentence, and sentencing process;
    - explain and evaluate any proposed plea agreement;
    - answer the Client's questions.
  - H. Before trial
    - complete investigation and trial preparation;
    - personally meet in private with the Client and explain the trial process;
    - prepare the Client for trial;
    - answer the Client's questions.
  - I. Before sentencing,
    - personally meet in private with the Client, and review the pre-sentence investigation report and the sentencing information report;
    - answer the Client's questions.
6. The Attorney(s) will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age or sex.
7. The term "Criminal Offender" and "Defendant" as used in this Agreement means persons 17 years of age or older charged with an offense under the Statutes of the State of Michigan or Ordinances of the Municipal Corporations within St. Joseph County including those charged with probation or parole violations. The term shall be deemed to also include persons charged under the Paternity Act for whom the Circuit Judge determines an attorney shall be appointed

and persons under the age of 17 years who shall be charged in the Family Division of the Circuit Court with the commission of acts or omissions which if brought against an adult would be termed criminal. The Attorney(s) appointed to represent a juvenile will be responsible for no more than 3 hearings under this Agreement. Any additional hearings for any one juvenile under the same case will be paid for by the Circuit Court, Family Division. The term "Criminal Offender" shall not include any person charged with any form of civil contempt such as, but not limited to, non-support or violation of restraining order.

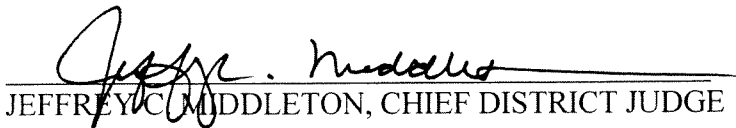
8. Attorney(s) agree to provide legal representation to eligible individuals at Friend of the Court show cause hearings and personal protection order (PPO) violation hearings under this Agreement without additional compensation.
9. Each Attorney shall be responsible for representation under this contract on a rotating, weekly basis in a scheduling system instituted by the Courts in consultation with the attorneys, the Office of the Prosecuting Attorney and the various Municipal Attorneys responsible for criminal prosecutions.
10. Each Trial Attorney shall be responsible for the complete representation of the individual in all proceedings in the Courts in this County through final disposition by sentence or dismissal and including meritorious appeals to the Circuit Court even should that disposition extend beyond the termination date of this Agreement. If a new trial is ordered which would be scheduled beyond the termination of the Agreement, the Attorney(s) will not be appointed hereunder.
11. The Attorney(s) shall keep accurate time records of each defendant and shall submit the same on the prescribed forms. Within 21 days after verdict, including conviction, acquittal or dismissal in the trial court or affirmance, reversal or remand by the Court of Appeals, the Trial Attorney shall give or send duplicate original final statement to the Defendant the appropriate St. Joseph County Court showing the Defendant's last known address, indicating all service rendered, time expended, charges and payments made and credited to Defendant's cases(s). This final statement may include an estimate of time and charges to attend sentencing, if sentencing is pending. If the Attorney(s) has received any payments on the account, a check for the total of such payments shall accompany the statement to the Court, by check made payable to the St. Joseph County Treasurer. THE ABOVE LANGUAGE SHALL BE HELD IN ABEYANCE DURING THIS CONTRACT UNLESS REQUESTED TO BE REINSTATED BY THE COUNTY.
12. The Attorney(s) shall conscientiously attempt to persuade any person that he or she has represented, who has made a pay back agreement with the County, to make the payments agreed upon and shall receipt and account for any such payments made to the Attorney(s) or to his or her office.
13. The Attorney(s) and the Courts shall cooperate in designing forms and scheduling formulas in an attempt to implement this Agreement for the effective and efficient administration of justice and for the convenience of the defendants, witnesses, attorneys, prosecutors, police and court personnel.

14. The County shall pay to the Attorney(s) the sum of \$465,000.00 for 2012; \$465,000.00 for 2013 and \$470,000.00 for 2014. These amounts shall be paid in 12 equal monthly installments on the third Friday of each month to the person designated by a majority of the Contract Attorneys.
15. Defense counsel appointed or designated with a pay back agreement shall use reasonable means to persuade the individual defendants to comply with the agreement. Reasonable means does not include the filing of a civil suit, but shall include a final statement to the defendant indicating services rendered, time expended and charges at \$65.00 per hour. The statements shall also show payments made and credited. THE ABOVE LANGUAGE SHALL BE HELD IN ABEYANCE DURING THIS CONTRACT UNLESS REQUESTED TO BE REINSTATED BY THE COUNTY.
16. In addition to the compensation herein provided, Attorney(s) may petition for payment for extraordinary services limited to participation in after hours or weekend lineups or interrogations, remands for trial from Court of Appeals or the Supreme Court. Such petitions shall be filed with the Judge assigned to the case. The Judge, after consultation with the Chief Judge and the County Administrator, shall determine if the request for extraordinary fees for incidental service, such as participation in after hours or weekend lineups or interrogations, is appropriate. Except for those items of excess compensation specifically stated above, the County shall not be responsible for any other form of excess compensation.
17. Attorney(s) agree that they will maintain a rotation of at least six (6) attorneys. If there are fewer than six (6) attorneys or a full time equivalent of six (6) attorneys, then Attorneys will be given a reasonable time within which to meet this requirement.

APPROVED AS TO FORM AND CONTENT:



PAUL STUTESMAN, CHIEF CIRCUIT JUDGE




JEFFREY C. MIDDLETON, CHIEF DISTRICT JUDGE

APPROVED BY VOTE OF THE ST. JOSEPH COUNTY BOARD OF COMMISSIONERS ON  
September 20, 2011.



CHAIRMAN, BOARD OF COMMISSIONERS



PATTIE S. BENDER, CLERK

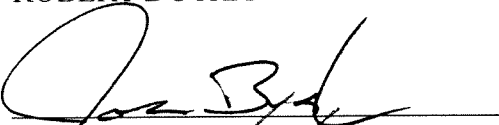
APPROVED BY UNDERSIGNED ATTORNEYS WHO DESIGNATE RONALD J. GRUBBS TO  
RECEIVE PAYMENTS:



DAVID TOMLINSON



ROBERT DUTKA



JOHN BUSH




HOWARD BUSH



CHRISTINE EVERSON-YANCEY



KEVIN KEELON



RONALD J. GRUBBS



DEBORAH J. DAVIS

**Marla McCowan**

---

**From:** Tracey Cruz [tcruz@otsegocountymi.gov]

**Sent:** Thursday, January 26, 2012 12:43 PM

**To:** Marla McCowan

**Subject:** Trial Assigned Counsel Fees by Circuit

Good Afternoon,

It was brought to my attention that our court had not yet responded to the above request for information which was due on January 20<sup>th</sup>. Below is our updated information for the 46<sup>th</sup> Circuit Court – Otsego County.

Contract with 1 Attorney, with a current contract running from 2009 – 2012.

Rate: \$11,589.50 per month

Covers felonies, misdemeanors, juveniles, abuse & neglect, probation violations.

We apologize for any inconvenience the late filing of the above information may cause, and please feel free to contact me directly if you have any questions.

Thank you

Tracey A. Cruz  
Administrative Assistant/Magistrate  
Otsego County Judicial System  
800 Livingston Blvd., Suite 3B  
Gaylord, MI 49735  
989-731-0228 (phone)  
989-731-0231 (fax)  
tcruz@otsegocountymi.gov

46<sup>th</sup> Circuit Court  
Janet M. Allen  
Chief Circuit Judge  
Phone: 989-731-0225

Dennis F. Murphy  
Chief Circuit Judge Pro Tem  
Phone: 989-731-0224

800 Livingston Blvd.  
Gaylord, MI 49735

Crawford County Probate and 87C District Courts  
Monte J. Burmeister  
Chief Probate/District/Family Court Judge  
Phone: 989-344-3260



**STATE OF MICHIGAN**

46<sup>th</sup> Circuit, 87C District, and  
Crawford County Probate Courts  
200 West Michigan Avenue,  
Grayling, MI 49738  
[www.circuit46.org](http://www.circuit46.org)

☐ Family Division  
Phone: 989-344-3239  
Fax: 989-344-3277

☐ Probate Division  
Phone: 989-344-3237  
Fax: 989-344-8529

☐ District Division  
Phone: 989-344-3242  
Fax: 989-344-3290

☐ Friend of the Court  
Phone: 989-344-3272  
Fax: 989-344-3292

46<sup>th</sup> CIRCUIT COURT (CRAWFORD COUNTY),  
87C DISTRICT COURT-CRAWFORD COUNTY,  
CRAWFORD COUNTY PROBATE COURT & COUNTY OF CRAWFORD  
COURT APPOINTED ATTORNEY DEFENSE CONTRACT

January 1, 2011 through December 31, 2013

The undersigned agree as follows:

1. That Dawn LaCasse., P45454, (hereinafter "Contract Administrator") shall provide legal representation to all indigent parties charged with offenses cognizable in the 46<sup>th</sup> Circuit Court (Crawford County), 87C District Court – Crawford County & Crawford County Probate Court, to also include but not be limited to appeals from one court within the 46<sup>th</sup> Circuit Court (Crawford County), 87C District Court – Crawford County & Crawford County Probate Court to another court (i.e., appeals from district to circuit.) The 46<sup>th</sup> Circuit Court (Crawford County), 87C District Court – Crawford County & Crawford County Probate Court are understood by the parties to include the circuit, district, and probate courts operating within Crawford County, Michigan pursuant to MCR 8.101. Further, the Contract Administrator shall provide representation for all minors whose parents or guardians are indigent and who are charged with a violation of the Juvenile Code. Further, the Contract Administrator shall provide legal representation to all parties who are indigent and are involved in a matter or allegation of abuse and/or neglect of a minor child, or who are involved in a protective proceeding (DD, MI LIP, etc.). Legal representation shall be provided by and through the Contract Administrator through a series of subcontracts with various attorneys and/or law firms. The Chief Judges of the 46<sup>th</sup> Circuit Court (Crawford County), and 87C District Court – Crawford County/Crawford County Probate Court, retain the right to approve or reject any of the subcontractors tendered by and through this instant agreement.
2. The Chief Judges of the 46<sup>th</sup> Circuit Court (Crawford County) and 87C District Court – Crawford County/Crawford County Probate Court AND Board of Commissioners for Crawford County do hereby agree that the Contract Administrator, shall be compensated at a rate of \$9,982 per month (\$119,784 annually) for the term of January 1, 2011 to December 31, 2011, \$10,181 per month (\$122,172 annually) for the term of January 1, 2012 to December 31, 2012, and \$10,385 per month (\$124,620 annually) for the term of January 1, 2013 to December 31, 2013 for the services provided in Section 1 above.

3. The monthly payments shall be made in arrears, commencing on or about February 1, 2011 and continuing as scheduled above through each and every month thereafter during the term of the contract.
4. The Contract Administrator shall annually accept without further compensation, representation of five indigent parties who desire to appeal a final disposition of the 46<sup>th</sup> Circuit Court (Crawford County), 87C District Court – Crawford County & Crawford County Probate Court, to the Michigan Court of Appeals and/or the Michigan Supreme Court.
5. Court ordered appointments shall, pursuant to the provisions of this contract, apply only to those circumstances where the Michigan Constitution, Michigan statute or rules of court require the appointment of counsel, including probation violation charges and contempt proceedings in any of the various courts mentioned in Section 1 above.
6. The Contract Administrator and Chief Judges of the 46<sup>th</sup> Circuit Court (Crawford County) and 87C District Court – Crawford County/ Crawford County Probate Court recognize that during the term of this contract extraordinary circumstances may arise where in the exclusive opinion of the Chief Judges, the Contract Administrator may be unable to provide qualified representation for an indigent party. In that event, the Chief Judges, following notification and consultation with the Crawford County Board of Commissioners or the Crawford County Controller, may appoint qualified counsel outside the terms of the instant contract. Should such a circumstance arise, the 46<sup>th</sup> Circuit Court (Crawford County), 87C District Court – Crawford County, and/or Crawford County Probate Court AND the County of Crawford shall compensate appointed counsel directly. The Contract Administrator shall not have the contractual responsibility for said compensation.
7. The Contract Administrator has an affirmative obligation to review an indigent defendant's financial status and advise the appropriate presiding judge in the event the Contract Administrator or any attorney determines that a defendant is not entitled to court appointed counsel for lack of indigence.
8. The parties agree that either party to the instant contract may be canceled without liability upon ninety (90) days written notice.
9. The Contract Administrator shall maintain professional liability insurance in the amount of not less than \$100,000 per claim and \$300,000 aggregate. Further, the Contract Administrator shall insure that all subcontract attorneys maintain professional liability insurance in the amount of not less than \$100,000 per claim and \$300,000 aggregate. Further, the 46<sup>th</sup> Circuit Court (Crawford County), 87C District Court – Crawford County & Crawford County Probate Court shall be entitled to verification of such coverage from the Contract Administrator, and upon request the Contract Administrator shall provide verification in the form of copies of declaration pages and copies of the subject insurance policies covering the respective attorneys engaging in indigent representation within the Court.
10. The Contract Administrator shall serve as liaison to the Chief Judges of the 46<sup>th</sup> Circuit Court (Crawford County) and 87C District Court – Crawford County/Crawford County Probate Court regarding the administrative and/or procedural matters involved in the administration of the instant contract.

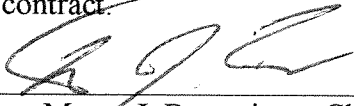


11. That appointments, which are made during the term of this instant, contract shall be completed through the final disposition without additional compensation irrespective of the cancellation, revocation, or nonrenewal of this instant contract.

12. The Chief Judges of the 46<sup>th</sup> Circuit Court (Crawford County), 87C District Court – Crawford County, and Crawford County Probate Court shall be entitled to transparency regarding implementation of this contract and detailed information, upon request, from the Contract Administrator regarding any sub contractual relationships with other attorneys fulfilling indigent client defense representation under this contract.

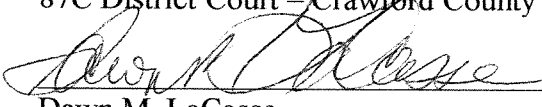
Dated: \_\_\_\_\_

9/9/10

  
\_\_\_\_\_  
Hon. Monte J. Burmeister, Chief Judge  
Crawford County Probate Court/  
87C District Court – Crawford County

Dated: \_\_\_\_\_

9-10-10

  
\_\_\_\_\_  
Dawn M. LaCasse  
Contract Administrator

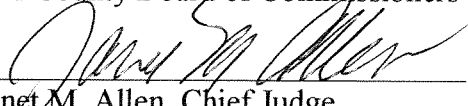
Dated: \_\_\_\_\_

10 Sept. 2010

  
\_\_\_\_\_  
Chairperson Dave Stephenson  
Crawford County Board of Commissioners

Dated: \_\_\_\_\_

9/9/10

  
\_\_\_\_\_  
Hon. Janet M. Allen, Chief Judge  
46<sup>th</sup> Circuit Court (Crawford County)

47

State of Michigan



THE FORTY-SEVENTH JUDICIAL CIRCUIT  
DELTA COUNTY

CHIEF JUDGE  
STEPHEN T. DAVIS

310 Ludington Street, Suite 159  
ESCANABA, MICHIGAN 49829  
Phone: 906-789-5103  
Fax: 906-789-5104

BRENDA J. LACOUNT  
COURT ADMINISTRATOR - CEO 7745

FAMILY DIVISION  
PRESIDING JUDGE  
ROBERT E. GOEBEL, JR.

email: circuit@deltacountymi.org

RENEE F. ALEXANDRONI  
OFFICIAL COURT REPORTER - CSR/CER 3128

FAX COVER SHEET

TO: Marla Rose McCowan  
CDRC Manager/SADO  
Fax No. 313-~~936~~-0372  
905  
FROM: Brenda J. LaCount *bjl*  
47th Circuit Court Administrator  
DATE: January 17, 2012  
RE: List of Attorneys Taking Criminal Assignments, or Contract Defenders & Eligibility  
Standards, Forms

Number of Pages Including Cover Sheet: 4

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Attached you will find the Court Appointed Attorney Roster and Contract utilized by the 47<sup>th</sup> Circuit Court. Please note that four (4) of the attorneys have a full contract and receive a monthly payment of \$1,333.33, and the two (2) remaining attorneys share a full contract, with one receiving \$666.67 monthly and the other \$666.66 monthly.

If you need any further information, please advise.

**Court Appointed Attorney Roster**  
**(As of October 1, 2011)**

**TIMOTHY F. CAIN (P32569)**

1100 Ludington, Ste. 301 E., Esc., MI 49829, 789-4200

**Felony**

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**Other**

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**JOHN M. BERGMAN (P24037)**

524 Ludington, Ste. 105, Esc., MI 49829, 789-6370

**Felony**

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**Other**

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**JAMES J. VIAU (P43335)**

808 Ludington Street, Esc., MI 49829, 786-2277

**RUSSELL W. HALL (P34800)**

517 Ludington Street, Esc., MI 49829, 786-6009

**Felony**

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**Other**

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**DONALD F. LEMIRE (P29729)**100 So. 8<sup>th</sup> St., Ste 200, Esc., MI 49829, 786-0516**Felony**

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**Other**

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**JOHN M.A. BERGMAN (P69725)**

524 Ludington, Ste. 105, Esc., MI 49829, 789-6370

**Felony**

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**Other**

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### CONTRACT

**THE 47<sup>TH</sup> CIRCUIT COURT** and \_\_\_\_\_, hereby enter into the following agreement for the period **October 1, 2011 to September 30, 2012.**

The Court agrees to assign 1/5 of all cases which qualify for court appointed counsel in the Circuit Court. The assignments shall be rotated on an equal basis among all contract attorneys with the Court maintaining two separate rosters. The first rotating roster shall be for felony appointments, and the second shall be for appointments to minor matters such as probation violations, personal protection order violations, and family court show cause actions. Assignments will not include any appellate work.

The attorney agrees to accept all referrals and to perform all necessary services for the client in connection with the appointment. The attorney agrees to advise the Court immediately should the attorney find himself/herself in a position of having to decline a court referral because of a conflict of interest or commitment in another case or court. Where such a conflict arises and another contract attorney cannot substitute for the attorney, the Court may substitute a non-contract attorney.

The attorney further agrees that to avoid inconvenience and cost to the Court, other attorneys, clients and the public, and that the attorney will make diligent efforts to timely appear for all hearings. The Court shall communicate and coordinate with the attorneys to provide them with timely notice of hearings and shall schedule hearings at times convenient to all parties consistent with statutes and court rules.

It is the intention of all parties to provide the highest standard of professional services and to act and appear in such a way as to assure the client and the public that effective assistance of counsel is being provided. The attorney agrees to provide such services and conduct himself/herself in accordance with all professional ethical standards to accomplish the above goals.

The Court agrees to pay \$16,000.00 for the period of October 1, 2011 to September 30, 2012, with monthly payments of \$1,333.33. In the event the Court's attorney fee line item budgeted amount of \$95,000.00 (2011-2012 budget) has any money remaining at the end of September 2011, after payment of contract fees and fees for appellate attorneys and residual fees from earlier budget years, the remainder shall be equally divided among all five shares of 2011-2012 contract attorneys. The attorney agrees to accept this as total payment for such services. The attorney is responsible for his or her own costs such as mileage, phone calls, copying expenses, etc. In the event an appointment results in the necessity for extraordinary and unexpected services by or for the attorney, upon request, the Court in its sole discretion may pay an additional sum to said attorney on a case by case basis.

The Court or the attorney reserves the right to terminate this contract on thirty (30) days written notice. In the event an attorney dies, becomes physically or mentally incapacitated so as to be unable to perform the contract, it will terminate at that time.

This written contract reflects the complete agreement. There are no oral agreements. This contract may be amended only by mutual consent of the parties and then only by written agreement. The signature of the parties below signifies the acceptance of the parties to be bound by the terms.

Date: \_\_\_\_\_

\_\_\_\_\_  
Stephen T. Davis, Circuit Judge

Date: \_\_\_\_\_

\_\_\_\_\_  
(Attorney signature)

**Marla McCowan**

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**From:** Mike Day [MDay@ALLEGANCOUNTY.ORG]

**Sent:** Tuesday, January 17, 2012 4:54 PM

**To:** Marla McCowan

**Subject:** Appointed attorneys in Circuit Court

Ms. McCowan

In response to your request please be advised that there have been no changes in the 48th Circuit to the information previously provided.

Michael J. Day

Circuit Court Administrator/Friend of The Court

48th Circuit

Allegan Mi.

[mday@allegancounty.org](mailto:mday@allegancounty.org)

**From:** Brenda Stoll  
**To:** mmccowan@sado.org  
**Date:** 1/19/2012 5:49 PM  
**Subject:** Finalizing of 2011 Report

Ms McCowan,

The information in the report at website [www.sado.org/fees/2010/2010trial](http://www.sado.org/fees/2010/2010trial) is correct for 2011.

We have, however, revised our contract/fees beginning 1-1-12.

If you would like a copy of the new contract/fee schedule, please let me know.

Thank you

Brenda Stoll  
Administrative Assistant  
49th Circuit Court Mecosta & Osceola Counties

# FORTY-NINTH JUDICIAL CIRCUIT OF MICHIGAN

COUNTIES OF MECOSTA AND OSCEOLA



Honorable Scott Hill-Kennedy  
Chief Circuit Judge

Honorable Ronald C. Nichols  
Chief Circuit Judge Pro tem

MECOSTA COUNTY OFFICE  
400 ELM STREET  
BIG RAPIDS, MICHIGAN 49307  
Phone (231) 592-0780  
Fax (231) 592-0100

OSCEOLA COUNTY OFFICE  
301 W. Upton Street  
REED CITY, MICHIGAN 49677  
Phone (231) 832-6103  
Fax (231) 832-6149

## FACSIMILE TRANSMITTAL COVER SHEET

Dated: *1/20/12*

To: Marla Rose McCowan - SADO

Fax No: (313) 965-0372

From: Brenda Stoll, Administrative Assistant

49<sup>th</sup> Circuit Court  
FAX (231) 592-0100

*RE: 2012 Revised Contract*

This transmission consists of 26 pages, including this cover sheet.

IF YOU RECEIVE THIS FAX IN ERROR, PLEASE CONTACT OUR OFFICE AT THE  
TELEPHONE NUMBER NOTED ABOVE. THANK YOU.



**Court-Appointed Counsel Contract for the 49<sup>th</sup> Circuit Court,**  
**the 77<sup>th</sup> District Court, and the Probate Court 18<sup>th</sup> District**

**PREAMBLE**

The 49<sup>th</sup> Circuit Court, the 77<sup>th</sup> District Court, and the Probate Court District 18 are the trial courts for the County of Mecosta and the County of Osceola. Many types of cases before the trial courts of Mecosta County and Osceola County require that individuals be represented by competent counsel whether they can afford to retain counsel or not. Indeed, representation provided by competent advocacy is indispensable to the proper administration of justice, fidelity to procedural due process, and respect for the United States Constitution's Sixth Amendment Right to Counsel. This Contract sets out the procedure for appointing competent counsel in appropriate cases for those who cannot afford to retain counsel (those who are indigent).

In drafting and approving this Contract the Courts were mindful of the *ABA Ten Principles of a Public Defense Delivery System*, which establishes the attributes that every court-appointed counsel system should display. Where relevant to the matters covered by this Contract, the Courts, to the fullest extent practicable, attempted to follow these principles. (These principles are set out in footnote 1, below.<sup>1</sup>)

Historically our three Courts have each drafted and used their own, separate contracts addressing court-appointed counsel; this latest unified Contract addresses court-appointed counsel in all three Courts in this single Contract. In part and more generally, this is consistent with the three Courts' continuing efforts to implement fully their Concurrent Jurisdiction Plan<sup>2</sup>

- 
1. The Public function, including the selection, funding, and payment of defense counsel, is independent.
2. Where the caseload is sufficiently high, the public defense delivery system consists of both a defender office and the active participation of the private bar.
3. Clients are screened for eligibility, and defense counsel is assigned and notified of appointment, as soon as feasible after client's arrest, detention, or request for counsel.
4. Defense counsel is provided sufficient time and a confidential space within which to meet with the client.
5. Defense counsel's workload is controlled to permit the rendering of quality representation.
6. Defense counsel's ability, training, and experience match the complexity of the case.
7. The same attorney continuously represents the client until completion of the case.
8. There is parity between defense counsel and the prosecution with respect to resources and defense counsel is included as an equal partner in the justice system.
9. Defense counsel is provided with and required to attend continuing legal education.
10. Defense counsel is supervised and systematically reviewed for quality and efficiency according to nationally and locally adopted standards.

2 The Michigan Supreme Court approved the "Concurrent Jurisdiction Plan for the 49th Circuit Court, the 77th District Court, and Probate District 18 of Mecosta and Osceola Counties" on December 18, 2007, (Administrative Order No. 2007-4) and made the Plan effective April 1, 2008. The Concurrent Jurisdiction Plan includes amongst its goals: "Coordinate administration of circuit, district and probate courts to maximize efficient case flow management in each court," and "Maximize the use of the six courtrooms and the three court buildings in Mecosta County and Osceola County," and "Make maximum utilization of all current court staff resources from all the courts in both counties and consolidate administrative functions where possible."

## INTRODUCTION

This Contract sets out qualifications for inclusion on the court-appointed attorney list, continuous professional development required, the method for assigning cases, and the specific compensation to be paid.

The Court will appoint attorneys to indigent individuals in felony, high-court misdemeanor, and misdemeanor criminal cases; in friend of the court order-to-show-cause cases; in paternity cases; in contempt proceedings where a jail sentence is possible; guardianship, delinquency and neglect and abuse cases; and in mental health proceedings. We will appoint attorneys, up to a manageable number, to the types of cases they request provided that they possess the competence to handle such cases.

This Contract is intended to lead to the appointment of a number of competent attorneys at a wide-range of experience levels. This is to ensure that we have sufficient attorneys to ensure a proper attorney time commitment to all individuals represented by attorneys appointed under this Contract. It is also to ensure that we are providing opportunities for progressively more sophisticated case experiences so that we have attorneys ready and able to take on more sophisticated case work as the need arises.

This Contract eliminates any vestiges of a flat-fee contract with a single attorney or law firm to handle all cases in a given court and seeks to strike a balance between giving a wide-range of competent attorneys an opportunity to receive court-appointed work under the Contract and not making the group from which to appoint so large as to diminish the incentive of counsel to commit to court-appointed work because of a lack of case volume.

We have a history of strong and effective representation by our court-appointed attorneys in Mecosta and Osceola Counties because we have consistently had many of our region's most accomplished attorneys seek such appointments and perform their duties faithfully and diligently. We intend that this continue.

## CONTRACT TERMS AND RECITALS

THIS CONTRACT, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, by and between the 49<sup>th</sup> Circuit Court, the 77<sup>th</sup> District Court, and the Probate Court District 18 for the County of Osceola and the County of Mecosta, hereinafter referred to as the "Courts" and the undersigned attorneys, hereinafter referred to as the "Attorneys,"

WHEREAS, the Court is required to appoint counsel to represent indigent defendants in felony, high-court misdemeanor, and misdemeanor criminal cases; in friend of the court order to-show-cause cases; in paternity cases, in contempt proceedings where a jail sentence is possible; guardianship, delinquency, and neglect and abuse cases; and in mental health proceedings,

WHEREAS, the Attorneys desire to serve as appointed counsel representing said indigent defendants,

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, IT IS HEREBY AGREED AS FOLLOWS:

#### A. METHOD OF APPOINTMENT

1. The Courts shall appoint the Attorneys as counsel to represent such parties as are judicially determined to be indigent so as to qualify for court appointment of counsel in felony, high-court misdemeanor, and misdemeanor criminal cases; probation violation cases; in friend of the court order-to-show-cause cases; paternity cases, and contempt proceedings where a jail sentence is possible; in guardianship, delinquency, and neglect and abuse cases; and in mental health proceedings. Such appointments shall be made based upon a rotation system established by the Courts. Each Court or division – Probate Court, Family Division of Circuit Court, District Court, and Circuit Court – shall maintain and keep up-to-date the lists of attorneys specific to areas of practice traditionally handled by the noted Courts and Division. The Circuit Court office will maintain a copy of all the current lists, which will be available for inspection and copying upon request. The Attorneys will be assigned for rotation purposes by the Courts based upon their qualifications, particularly legal experience, and expressed interest, into several lists specific to each area of representation for which appointments are made. The Courts shall appoint Attorneys from the assigned list applicable to the indigent defendant's charged offense. The determination of an Attorney's list assignment is within the discretion of the Osceola County and Mecosta County Judges, however, an Attorney who has originally been assigned to a particular list or lists may later be placed upon additional lists based upon interest and qualifications.

The lists are as follows:

##### A. Circuit Court

- i. Capital Offense – sentences with a maximum of life.
- ii. Major Felony – sentences more than 5 year and less than life, and negligent homicide.
- iii. Felony – sentences more than 2 years and up to 5 years.
- iv. Felony/High-Court Misdemeanors – sentences up to 2 years and not including negligent homicide.
- v. Overflow lists(s).

##### B. District Court

- i. Misdemeanors.
- ii. Probation Violation and Show Cause Hearings
- ii. Overflow list(s).

- C. Probate Court (Probate cases and Family Division of Circuit Court cases)
  - i. Friend of Court order to show cause proceedings and contempt proceedings.
  - ii. Paternity.
  - iii. Guardianships.
  - iv. Juvenile delinquency.
  - v. Neglect and abuse.
  - vi. Mental health commitments.
  - vii. Overflow list(s).
- 2. The Courts have the discretion, after consulting with the Attorneys currently on each list, to modify the placement and/or frequency at which an Attorney's name appears in the rotation pursuant to Paragraph 1.
- 3. An Attorney may request a different placement in the rotation and/or an increase or decrease in the frequency in which his/her name appears in the rotation pursuant to paragraph 1. Such requests will be granted, denied, or modified at the discretion of the Courts.
- 4. In applying the rotation system, where appointments would typically be given to the next Attorney on the list and so on, the Courts in individual cases may consider the greatest economy, the least number of case/party conflicts, and the minimization of scheduling conflicts in making appointments. This could result in occasionally diverting from the typical method of appointment pursuant to the rotation system. To the extent practicable the Courts will appoint the Attorney who was bypassed on the list to the next case of a similar type filed provided the Attorney is otherwise qualified.
- 5. The Attorneys are obligated to accept the appointments made by the Court pursuant to paragraph 1, and agree to provide legal services in a competent manner to all individuals to whom Attorneys are appointed under this Contract. The obligation continues through final disposition of the case unless the appointed Attorney immediately contacts the Court regarding any conflict of interest with the appointment. The Court will then give this case to the next Attorney pursuant to the rotation. The Court will appoint the Attorney who had declined the regular assignment due to the conflict to the next case of a similar type filed provided the Attorney is otherwise qualified.
- 6. Where circumstances such as multiple co-defendants or conflicts of interest require the assignment of Attorneys in addition to those set out on the several lists or overflow lists for a particular county – the Mecosta List or the Osceola List – Attorneys on the lists and overflow lists for the other county will be requested to take the additional assignments.
- 7. An Attorney or a substitute attorney may appear at any hearing in a case assigned to another Attorney only with the express permission of the applicable Court and the client.

8. In the event an Attorney determines that any defendant he/she is representing is not, in fact, indigent or is capable of partial reimbursement for the cost of his/her representation, and to the extent the Attorney can do the same without breaching any attorney/client confidence or privilege, the Court shall be promptly notified so that arrangements may be made either for reimbursement or for substitution of retained counsel. It shall not be improper for the Attorney who was the court-appointed Attorney to become the retained Attorney.
9. In the event conflicts of interest should arise in the representation of multiple individuals assigned to the Attorney or with any other client of the Attorney where the Attorney was retained prior to the date of the appointment under this Contract, it shall be the obligation of the appointed Attorney to immediately petition the Court for a substitution of Attorney. If it is judicially determined that an irreconcilable conflict of interest has arisen or could arise, then the Court will appoint a different Attorney to eliminate the conflict.
10. There will be individuals served by Attorneys that will have subsequent matters before the Court; The Court shall appoint the same Attorney for these subsequent matters, where these individuals are eligible for appointed counsel, unless there is good cause to do otherwise. This will also include assignments such as Probation Violations. If the Attorney is no longer available or otherwise is not appointed, the Court shall appoint an Attorney based upon the rotation.
11. The Attorneys may maintain a private civil and/or criminal practice, but shall give reasonable priority to assigned cases over cases in their private practice.
12. Should an Attorney become involved in any irreconcilable conflicts of scheduling he/she shall notify the Court immediately to request an appropriate adjournment.
13. In felony and high court misdemeanor cases, the petition for court-appointed Attorney, the order appointing the Attorney, and the felony complaint will all be faxed to the Attorney as soon as the Court determines counsel to be appointed, following the established rotation procedure.

(When a conflict arises with a Preliminary Examination date, the appointed attorney will address the conflict issue to the District Court and/or the Prosecutors Office and not the Circuit Court.)

## B. QUALIFICATION FOR INCLUSION ON LIST<sup>3</sup>

The Attorneys shall provide to their clients quality representation equivalent to that provided to paying clients by a skilled, knowledgeable, and conscientious lawyer in the applicable practice area. Such quality representation extends to all relevant legal proceedings involving their clients. The Attorneys shall strive to exceed these standards.

Having sufficient experience or its equivalent and bar membership in good standing is a necessary, but not a sufficient, prerequisite for attorney eligibility to handle a given level of cases. An attorney who has been in practice a certain number of years, or has been counsel of record in a certain number of serious cases, but whose past performance does not represent the proficiency and commitment necessary for provision of quality representation in difficult cases, will not be placed on the roster for assignment in those cases. In other words, inclusion on the list will not be the refuge of attorneys who have demonstrated an inability or unwillingness to provide quality representation. (For example, the Courts may deny the inclusion of an Attorney who appears to meet experiential requirements based on number and types of cases handled while on staff in a prosecutor office or at a defender office because the attorney was fired from the office for incompetence.)

Attorneys will be assigned based upon experience and ability to handle cases of varying types at corresponding levels of difficulty. Generally, factors that will be considered in evaluating and classifying attorneys who have applied for placement on the list include: length of all legal practice; practice in the jurisdiction; practice in the particular practice area in which the attorney seeks appointment; appropriate specialized legal training; and, other applicable specialized training.

Specifically in the Circuit Court, Attorneys will be deemed qualified to handle particular felonies and high-court misdemeanors as follows:

Category I. Capital Offenses – sentences with a maximum of life – 60 points or over and 3 jury trials (Trials involve Category I or II offenses).

Category II. Major Felony - sentences in excess of 5 years to less than life, and negligent homicide – 30 points or over and 3 jury trials (Trials involve Category I, II, III, or IV offenses).

Category III Felony – sentence in excess of 2 years up to and including 5 years' imprisonment – 20 points or over.

Category IV Felony/High Misdemeanor – sentence up to and including 2 years' imprisonment, and not including negligent homicide – less than 15 points.

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<sup>3</sup> Adapted in part from Standards for the Administration of Assigned Counsel Systems (National Legal Aid and Defender Association, November 14, 1989), Compiled in, Indigent Defense Standards – a compilation of National Standard and Commentary (Office of Justice Program, United States Department of Justice and National Legal Aid and Defender Association, February 1999).

Points are earned as follows:

- Felony jury trial (Category I or II offenses) - 10 points each (maximum 30 points).
- Felony jury trial (Category III or IV offenses) - 5 points each (maximum 15 points).
- Attendance at CDAM conferences during past 2 years - 5 points each (maximum 10 points).
- Acquiring and reviewing CDAM conference materials - 2 points each (maximum 6 points).
- Misdemeanor jury trial - 5 points each (maximum 15 points).
- Misdemeanor nonjury trial - 3 points each (maximum 6 points).
- Civil jury trials - 2 points each (maximum 10 points).
- Established mentorship with experienced criminal trial practitioners with 15 years criminal trial experience - 5 points.
- Acquiring and utilizing the state appellate defenders office criminal practice materials - 5 points.
- Participating in the SADO criminal law forum - 5 points.
- Attendance at the CDAM trial college - 10 points (maximum 10 points).
- Membership in the criminal law section of the State Bar - 3 points.
- Attendance at continuing legal education seminars, such as State Bar or ICLE programs - 3 points each (maximum 6 points).
- Circuit courts law clerk experience for one year or more - 3 points.

Attorneys handling felonies and high-court misdemeanors under this Contract must maintain and provide proof of adequate malpractice insurance.

It is up to the attorneys to provide verifiable information to support an application for inclusion on a list or reclassification to a different list. The type of information needed for verification of some attorney qualifications is obvious. Assertion of bar membership should include whatever information is routinely used by the state bar to check its records, such as a bar identification number or admission date. Assertion of experience in prior cases should include the name and location of the courts in which the cases were heard, names of the cases, docket numbers of the cases, charges, dates of disposition, and/or any jurisdiction-specific information needed for verification by the Courts. Assertion of Criminal Defense Attorneys of Michigan or State Appellate Defenders Office membership, participation, and/or material purchase/review may be established by receipts, membership cards, etc.

Specific qualification to handle District Court cases may be obtained directly from the District Court.

Specific qualifications to handle Family Division of Circuit Court matters and Probate Court matters may be obtained directly from the Probate Court.

### C. COMPENSATION

1. It is expressly understood and agreed that the total compensation which the Attorneys shall receive for their services rendered under this Contract shall be set forth in the attached schedules except as noted in (C) (5) below. Schedule A sets out the compensation for Circuit Court matters, Schedule B sets out compensation for District Court matters (for overflow list only if specific, blanket annual contract with firms is in place), and Schedule C sets out compensation for Probate and Family Division matters.
2. Attorneys shall submit their request for compensation on the relevant form set out on the attached schedules. Schedule D is the form to be completed for court-appointed work in the Circuit Court. Schedule E is the form to be completed for court appointed work in the District Court (for overflow list only if specific, blanket annual contract with firms is in place). Schedule F is the form to be completed for court appointed work in the Probate Court and Family Division.
3. In extraordinary cases the Court has the discretion to increase the compensation an Attorney would receive under this agreement upon written request and appropriate proof from the Attorney.
4. Should it be necessary for an Attorney to terminate his/her relationship with a client because of a conflict of interest, because the client voluntarily terminates said relationship, or for other good cause approved by the Court, the compensation the Attorney will receive will be addressed on a case-by-case basis.
5. The District Court may enter into blanket contracts with firms to handle misdemeanor criminal cases more generally, arising during specific time frames. Where this occurs, the District Court will enter a separate contract with these firms, which will dictate compensation and the method used to obtain payment of this compensation.

### D. CONTINUOUS PROFESSIONAL DEVELOPMENT REQUIRED

All court appointed attorneys are expected to maintain high levels of professionalism, expertise and currency in those areas of the law for which they are appointed to represent indigent parties. The Court believes that this goal cannot be achieved in the absence of continuous professional development. Accordingly, it is expected that all attorneys accepting appointments under this contract shall participate in a minimum of five (5) hours of continuing legal education per year in areas of the law for which the attorney intends to receive appointments. Alternatively, an attorney may fulfill this requirement by attending one legal institute or seminar per year in areas of the law for which he or she intends to receive appointments. Proof of participation in continuing legal education shall be provided to the Court upon request.



## E. LIMITATIONS/GENERAL REQUIREMENTS

1. It is expressly understood and agreed that the Attorneys are independent contractors and not employees of the Courts. The employees, servants, and agents of the Attorneys shall in no way be deemed to be and shall not hold themselves out as the employees, servants, or agents of the Courts. The Attorneys' employees, servants, and agents shall not be entitled to any fringe benefits otherwise offered to or by the Court.
2. The Courts shall assume no responsibility for actions brought against an Attorney for the performance of services rendered by the Attorney, nor shall the Courts defend or indemnify the Attorney. The Attorneys understand and agree that their activities are not covered under any liability insurance that may be carried by the Courts. Attorneys handling felonies and high-court misdemeanors under this Contract must maintain at their own expense and provide proof of adequate malpractice insurance covering the attorneys and each of his or her employees performing services under this Contract. Attorneys handling other types of cases under this Contract are strongly encouraged but not required to maintain malpractice insurance. To the extent insurance is required or voluntarily obtained, the Attorney must obtain and pay for same. The Court will bear none of the cost of malpractice insurance.

The Attorneys shall indemnify the Court for any fees which it may incur as the results of errors, omissions, negligence and/or malpractice of the Attorneys.

3. The Attorneys shall render the services required of them by this Contract in complete compliance with all applicable federal, state and local laws, ordinances, or rules and regulations and in compliance with all applicable policies, rules and regulations of the Courts.
4. The Attorneys shall not discriminate against a person to be served under this Contract because of race, religion, color, national origin, age, gender, sexual orientation, handicap, height, weight, marital status, political or religious affiliations, beliefs of citizenship, or other protected characteristics.
5. The Attorneys shall adhere to all federal, state and local laws, ordinances, rules and regulations prohibiting discrimination with regard to persons seeking employment. The Attorneys shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, religion, color, national origin, age, gender, sexual orientation, handicap, height, weight, marital status, political or religious affiliations, beliefs of citizenship, or other protected characteristics.
6. This Contract contains all of the terms and conditions agreed upon by the parties to this Contract and no other agreements, oral or otherwise, regarding the subject matter of this Contract, shall have any validity or bind any of the parties.
7. If any provision of this Contract is held to be invalid, the remainder of this Contract shall not be affected.

8. Nothing contained herein shall be construed to require the Court to expend funds beyond those appropriated by the Courts' funding unit, except that, if the Courts or Counties refuses to comply with the funding requirements of this Contract, the Attorneys shall be immediately relieved of further duties and obligations under this Contract.
9. The Judges shall not incur any personal liability for the payment of any fees or expenses covered by this Contract or incurred by the Attorneys during the course of his/her representation of defendants assigned to the Attorneys under this Contract.

#### F. TERMINATION/INDEMNIFICATION/ASSIGNMENT

1. The Attorneys shall not assign, subcontract or otherwise transfer their duties and/or obligations under this Contract without prior approval, either written or verbal, of the Court assigned the case in which the change is sought. (If approval is verbal, it shall be followed with an appropriate "appearance" indicating that the appearance of the new Attorney has been done with the approval of the assigned judge.) Compensation of such sub-contactor shall be solely the responsibility of the Court pursuant to the terms of this Contract. This clause is not intended to limit the Attorneys in the use of appropriately trained and supervised Legal Assistants.
2. This agreement may be modified or terminated as follows:
  - A. The Courts have the right, after consulting with the Attorneys currently serving pursuant to this Contract, to terminate or modify this Contract, however, any such modification or termination shall be applied prospectively only and shall not modify or impair any rights or responsibilities of the Attorneys for appointments made prior to the date of the modification or termination.
  - B. The Courts have the discretion, after consulting with the Attorneys currently on a given list, the rotation, to add additional Attorneys to that list and/or to modify the method of appointing Attorneys from the list.
  - C. The Courts may remove an Attorney from the list(s) if the Courts determine that the Attorney has failed to live up to his/her obligations under this Contract.
  - D. An Attorney may withdraw from this Contract upon showing that the Courts or the Courts' funding unit has not lived up to their obligations under this Contract.
  - E. An Attorney may end his or her work under this Contract upon written notice to the Courts, but he/she is obligated to finish those cases which he/she was appointed unless the Attorney petitions the Courts to withdraw as counsel in those cases consistent with the Michigan Court Rules, and the Court allows the withdrawal.

- F. An Attorney may request a different placement in the rotation and/or an increase or decrease the frequency in which his/her name appears in the rotation from a given list. Such requests will be granted, denied or modified in the sole discretion of the Courts.
- G. Termination of an appointment or involuntary removal of an Attorney from the rotation shall serve to revoke all authority of the Attorney to continue representation of those cases which remain outstanding as of the date of the termination, unless the Court is persuaded, upon application of the Attorney and the individual represented by the Attorney, that the Attorney has ongoing ethical obligations to the represented individual, in which case the Attorney may continue the representation until further order of the Court. Once an Attorney's authority to represent an individual ends under this paragraph the files still outstanding shall be turned over immediately to the substitute Attorney designated by the Court.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

Attorney:

Court:

\_\_\_\_\_

\_\_\_\_\_

Date:

Date:

\_\_\_\_\_

\_\_\_\_\_

**SCHEDULE A**

**COMPENSATION FOR CIRCUIT COURT MATTERS**

**I. CRIMINAL**

1. The Attorney shall be compensated for each criminal case assigned to him or her as follows:

- A. Case resolved at District Court level without a preliminary examination, without motions settled prior to the commencement of the preliminary examination:  
-----\$215.00
- B. Case resolved at District Court level after a preliminary examination and without motions: -----\$290.00
- C. Case resolved in Circuit Court without preliminary examination:  
-----\$340.00
- D. Case resolved in Circuit Court after a preliminary examination:  
-----\$365.00
- E. Case resolved in Circuit Court without a preliminary examination, but after a Walker, Tucker or competency hearing, written motion, depositions, or all combined, including Holmes Youthful Trainee Act Petition:  
-----\$365.00
- F. Case resolved in Circuit Court after a preliminary examination, and after Walker, Tucker or competency hearings, written motion, depositions, line-ups or all combined: -----\$440.00
- G. Each day of trial, jury or non-jury, add to one of the above totals:  
-----\$515.00
- H. Whenever briefs are filed, whether in opposition to or in support of a motion or position of the defense, or in the event that the Court requires briefs on any issue, the Attorney will be paid \$70.00 per hour for all time attributable to research and brief preparation;
- I. Whenever an Attorney is required to file motions, interlocutory appeals, and/or appear in Court to conduct an evidentiary hearing in connection with sentencing or motion, the Attorney will be paid \$70.00 per hour for all time attributable to research, brief writing, and preparation as well as Court time.

#### SCHEDULE A

- J. In those cases where a defendant is convicted and a pre-sentence report is required, the Attorney shall be paid \$50.00 for the review of the pre-sentence report required for such sentencing. This fee shall apply to each such sentencing regardless of the number of counts or cases on which the defendant is being sentenced.
- K. The Attorneys shall be paid at a hourly rate of \$70.00 per hour for cases involving probation violation charges.
- L. If appointed to represent a defendant in a case which takes in excess of four (4) days for trial, the Attorney shall be paid at the hourly rate of \$70.00 for his or her work and efforts after the fourth day of trial.
- M. If appointed to represent an indigent defendant charged with a crime for which maximum sentence, including any habitual offender sentence enhancement, is life or any term of years up to life, and if the defendant is bound over to the Circuit Court on said crime, the rates as aforementioned in this Schedule A will not apply, but the Attorney will be paid at the rate of \$80.00 per hour.
- N. When an Attorney is required to make more than three (3) visits to a client in he jail, in addition to the fees stated elsewhere under this agreement, an additional fee of \$45.00 shall be paid to the Attorney for each said jail visit, not to exceed six (6) visits per defendant unless prior Court approval is first obtained.
- O. Should an individual for which an Attorney has been appointed under this contract be charged with more than one felony, and should those additional felonies be charged on the same information, except in circumstances covered by paragraph P, the base fees (paragraphs A-G above) (excluding additions) charged pursuant to this agreement will be multiplied one-and-one-half (1 and ½) times, if all such offenses charged are defended by way of one action. If a separate trial is had as to any of the said multiple charges, the fee schedule contained herein will apply to each trial. Should any defendant be charged with more than three (3) felonies within a seven (7) day period, this paragraph will not apply unless prior approval is obtained by the court on a case-by-case basis.
- P. Should any individual be charged with more than one felony, and should each felony charge not arise out of the same criminal episode or be under the exact same statute, then the fee schedule contained in this agreement will be multiplied by the number of felonies charged. (It is intended that the "same statute" language does not mean "same chapter" within the criminal code). Should any defendant be charged with more than three (3) felonies within a seven (7) day period, this paragraph will not apply unless prior approval is obtained by the Court on a case-by-case basis.

- Q. Properly trained and supervised legal assistants may be used to perform services performed pursuant to this contract and such services are compensated at the rate of \$35 per hour.

## II. NON-CRIMINAL CASE

- A. The Attorneys shall be paid at a hourly rate of \$70.00 per hour for cases.

## III. THE ATTORNEY SHALL ALSO BE REIMBURSED FOR COSTS AND EXPENSES FOR EACH CIRCUIT COURT CASE AS FOLLOWS:

- A. Witness fees and service fees;
- B. Long distance phone expenses;
- C. Copying costs at \$.25 per page;
- D. Postage for all correspondence at the current postal service rate;
- E. Investigative services may be paid in addition, however, only upon prior written approval of the Court and invoices for such services (redacted as may be necessary to protect client confidences) will be submitted to the Court when Attorney submits invoice for payment from the Court.
- F. The compensation provided for herein includes, but is not limited to, Attorney's services, secretarial services, normal investigative services and office expenses, except those listed above. Any extraordinary expenses, such as, but not limited to expert witnesses, testing and diagnosis, depositions, transcripts, travel and lodging in case of change in venue incurred by the Attorneys in performance of services under this Contract shall be reimbursed by the Court only when incurred pursuant to prior approval of the Circuit Court Judge. Reasonable expenses incurred as the result of an order to change venue shall be approved by the Circuit Court Judge upon the determination of reasonableness of such expense.

## IV. OTHER REQUIREMENTS

- A. If any scheduled trial date is adjourned less than two business days prior to the date and time scheduled for the commencement of trial for reasons other than those attributable to the defense, fifty (50%) per cent of the amount in G above will be paid for the first day of the trial that is adjourned, unless the adjournment is based on a judicial determination that the prosecution's notice to adjourn was brought to the attention of the defense counsel sufficiently in advance of the trial date and prior to said two business days, and the Court judicially determines that the objection to the adjournment is not founded in fact and law. This section applies only to those cases in which the Attorneys are not paid on an hourly basis.

**SCHEDULE A**

- B. It is agreed and understood that the Attorneys' obligation to represent clients Appointed to them under this agreement shall include sentencing procedures, and that after sentencing, the Attorneys' obligations on each case are complete.
- C. If case is proceeding to trial, the Attorney must submit a current billing at reasonable intervals.

**SCHEDULE B**

**COMPENSATION FOR DISTRICT COURT MATTERS**

(for overflow list only if specific, blanket annual contract with firms is in place with its own compensation terms)

- |    |   |          |
|----|---|----------|
| A. | Case resolved without trial and without motions   | \$200.00 |
| B. | Case resolved without trial, but include unopposed motions<br>(e.g. requests for deferrals under 7411; HYTA; 769.4a, etc.).   | \$250.00 |
| C. | Case resolved after one-half day of trial or less   | \$350.00 |
| D. | Case resolved after one full day of trial   | \$475.00 |
| E. | Each additional day of trial, add   | \$275.00 |
| F. | Pre-Trial Motions; Briefs and Hearings, add   | \$150.00 |
| G. | The costs which Attorneys incur, such as depositions, evaluations, blood tests, photocopies, transportation, private investigators, long distance calls, expert witnesses, witness fees, and service fees shall be paid by the Court with the Court's prior approval. |          |
| H. | In the event the Court requires briefs on any issue, the Attorneys shall be paid \$70.00 per hour for all time attributable to research and brief preparation.  |          |
| I. | Fee for reviewing a pre-sentence report   | \$50.00  |



**COMPENSATION FOR PROBATE COURT AND FAMILY DIVISION MATTERS**

It is expressly understood and agreed that the total compensation which the Attorneys shall receive for their services rendered under this agreement shall be as set forth herein. The Attorneys shall be compensated for each case assigned to them as follows:

The attorney shall be compensated for each case assignment to him or her as for the following types of cases:

- A. Friend of the Court Show Cause / Contempt proceedings:  
-----\$100.00
- B. Personal Protection Order Show Cause / Contempt proceedings:  
-----\$100.00
- C. Paternity Cases (up to and not including a judicial hearing):  
-----\$150.00

Guardianship

- |    |  |              |
|----|--|--------------|
| A. | Case resolved including evidentiary hearing                            | \$125.00     |
| B. | First Full day of trial, jury or non-jury, add to above                | \$550.00*    |
| C. | Each additional day of trial   | \$350.00     |
| D. | Review   | \$75.00      |
| E. | Additional hearing prior to trial                                      | \$75.00      |
| F. | Investigation and reports hours  | \$75.00/hour |
| G. | Appeals (maximum of \$2,000.00 unless negotiated with Court otherwise) | \$75.00/hour |

**SCHEDULE C**

**Mental Health Proceedings**

|    |   |           |
|----|---|-----------|
| A. | Case resolved at initial hearing and excluding deferral hearing | \$150.00  |
| B. | Any Additional hearings   | \$150.00  |
| C. | First full day of trial, jury or non-jury, add to above         | \$550.00* |
| D. | Each additional day of trial                                    | \$350.00  |

**Juvenile Delinquency**

|    |  |              |
|----|--|--------------|
| A. | Case resolved, including initial pick up hearing, preliminary, pretrial and disposition  | \$200.00     |
| B. | First full day of trial, jury or non-jury, add to above  | \$550.00*    |
| C. | Each additional day of trial, add to above   | \$350.00     |
| D. | Review hearing, initial PV and OTSC hearings, and hearings for order to take/place into temporary custody hearings, in addition to above | \$75.00      |
| E. | Additional hearings prior to trial, in addition to above   | \$75.00      |
| F. | Appeals (maximum of \$2,000.00 unless negotiated with Court otherwise)   | \$75.00/hour |
| G. | Motions  | \$75.00/hour |
| H. | Dinner with minor client at their residence when placed out of their home  | \$50.00      |

SCHEDULE C

Neglect and Abuse

- |           |   |              |
|-----------|---|--------------|
| A.        | Case resolved including initial pick up hearing preliminary and pretrial  | \$200.00     |
| <u>OR</u> |   |              |
| B.        | Case resolved including initial pick up hearing, preliminary, pretrial and dispositional hearing  | \$300.00     |
| C.        | Additional hearing prior to adjudication, termination or disposition including, but not limited to, initial PV and OTSC hearing, in addition to above | \$75.00      |
| D.        | First full day of trial, jury or non-jury, including termination hearing, add to A&C or B&C above   | \$550.00*    |
| E.        | Each additional day of trial, add to A&C or B&C above   | \$350.00     |
| F.        | Review hearings excluding termination hearing, in addition to above   | \$75.00      |
| G.        | Motions   | \$75.00/hour |
| H.        | Appeals (Maximum of \$2,000.00 unless negotiated with Court otherwise)  | \$75.00/hour |
| I.        | Attend Foster Care Review Board Hearing/PPCs  | \$100.00     |
| J.        | Dinner with minor client at their residence when placed out of their home   | \$50.00      |

CONDITIONS (Applicable to all Probate and Family Division Cases):

- Witness fees and service fees billed in addition;
- Long distance phone expenses billed in addition;
- Copying cost, in any case, will be billed in addition at 25¢ per page
- Postage for all correspondence at the current postal service rate;
- Whenever briefs are filed, whether in opposition to or in support of a motion or position of the defense, or in the event that the Court requires briefs on any issue, the Attorney will be paid \$75.00 per hour for all time attributable to research and brief preparation with a maximum of \$150.00 unless prior authorization is received.

- \* For any trial adjourned or settled 7 days or less before it is commenced, the Attorney may bill up to \$200.00 for trial preparation at the rate of \$75.00 per hour.

# **SCHEDULE D**

TO: ADMINISTRATIVE ASSISTANT  
49<sup>TH</sup> Circuit Court, 400 Elm, Big Rapids, MI  
FROM:  
APPOINTED DATE:  
CLIENT:  
DISPOSITION:

DATE:  
CASE NO:  
MECOSTA/OSCEOLA COUNTY

- |  |          |       |
|--|----------|-------|
| A. Case resolved at District Court level without a preliminary examination, settled w/o motions prior to the commencement of the preliminary examination, or settled prior to the date of the preliminary examination .  | \$215.00 | _____ |
| B. Case resolved at District Court level after a preliminary examination and w/o motions:  | \$290.00 | _____ |
| C. Case resolved in Circuit Court without preliminary examination :  | \$340.00 | _____ |
| D. Case resolved in Circuit Court after a preliminary examination:   | \$365.00 | _____ |
| E. Case resolved in Circuit Court w/o a preliminary examination but after a Walker, Tucker or competency hearing, written motions, depositions, or all combined, incl YTA.   | \$365.00 | _____ |
| F. Case resolved in Circuit Court after a preliminary examination, and Walker, Tucker or competency hearings, written motion, depositions, line-ups or all combined:   | \$440.00 | _____ |
| G. Each day of trial, jury or non-jury, add to one of the above totals:<br>(If trial date is adjourned less than two (2) business days prior to the date and time scheduled to begin for reasons other those attributable to the defense, fifty (50%) percent of the amount in G will be paid for the first day of the trial. List in L) | \$515.00 | _____ |
| H. Research and brief preparation (____) hour @ \$70.00/hour   |          | _____ |
| I. Motions and/or Court appearances to conduct evidentiary hrgs connected w/sentencing, motions: (____) hours @ \$70.00/hour   |          | _____ |
| J. Investigative services, other than initial client interview, upon prior approval (invoices for such services must be submitted with this document).   |          | _____ |
| K. Services of Legal Assistant: (____) hours @ \$35.00 / hr.   |          | _____ |
| L. Scheduled trial date adjourned less than 48 hours prior to the date and time scheduled. 50% of amounts of G will be paid for adjourned date.  |          | _____ |
| M. Review pre-sentence reports: 1 @ \$50.00  |          | _____ |
| N. Probation violation charges: (____) hours @ \$70.00/hr.   |          | _____ |
| O. Post placement on delay, delay related matters (____) hours @ 70.00/hr.   |          | _____ |
| P. Paternity/case requiring a judicial hearing (____) hours @ \$70.00/hr.  |          | _____ |
| Q. Contempt Proceedings Temporary Restraining Orders and Preliminary Injunctive Orders (____) hours @ \$70.00/hr.  |          | _____ |
| R. Friend of the Court Show Cause / Contempt Proceedings.  | \$100.00 | _____ |
| S. Personal Protection Order Show Cause / Contempt Proceedings.  | \$100.00 | _____ |
| T. Paternity Case (up to and not including a judicial hearing).  | \$150.00 | _____ |
| U. Trial in excess of four days: (____) hours @ \$70.00/hr   |          | _____ |
| V. Appointment for defendant charged w/crime which maximum sentence includes habitual offender sentence enhancement, is life or any term up to life: (____) hours @ \$80.00/hr.  |          | _____ |
| W. Multiple counts/same felony information: A, B, C, D, E, or F, divided by 1/4.   |          | _____ |
| X. Multiple felonies (if applicable, prior Court approval obtained): Multiply fee schedule by number of felonies   |          | _____ |
| Y. More than three visits to jail: (____) visits @ \$45.00 (6 maximum w/o prior approval)  |          | _____ |
| Z. Case proceeding to trial; this is an interim billing.   |          | _____ |

## **COSTS ADVANCED:**

|                  |          |                          |          |
|------------------|----------|--------------------------|----------|
| Witness fees:    | \$ _____ | Subpoena fees:           | \$ _____ |
| Transcript fees: | \$ _____ | Photocopies:             | \$ _____ |
| Mileage: (.365)  | \$ _____ | Long Distance:           | \$ _____ |
| Other Expenses:  | \$ _____ | Authorized Invest. Fees: | \$ _____ |
| Postage:         | \$ _____ |                          |          |

COSTS/FEEES \$ \_\_\_\_\_

TOTAL BILLING AMOUNT: \$ \_\_\_\_\_

\_\_\_\_\_  
Attorney's name  
Address  
SS No. Or Tax ID No.

Approved: Date \_\_\_\_\_  
By: \_\_\_\_\_  
Paid: Date \_\_\_\_\_  
Voucher #: \_\_\_\_\_  
Amount: \_\_\_\_\_

- F. An Attorney may request a different placement in the rotation and/or an increase or decrease the frequency in which his/her name appears in the rotation from a given list. Such requests will be granted, denied or modified in the sole discretion of the Courts.
- G. Termination of an appointment or involuntary removal of an Attorney from the rotation shall serve to revoke all authority of the Attorney to continue representation of those cases which remain outstanding as of the date of the termination, unless the Court is persuaded, upon application of the Attorney and the individual represented by the Attorney, that the Attorney has ongoing ethical obligations to the represented individual, in which case the Attorney may continue the representation until further order of the Court. Once an Attorney's authority to represent an individual ends under this paragraph the files still outstanding shall be turned over immediately to the substitute Attorney designated by the Court.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

Attorney:

DeRube

Date:

1-10-12

Court:

Swett Hall Moody

Date:

1/10/12

- F. An Attorney may request a different placement in the rotation and/or an increase or decrease the frequency in which his/her name appears in the rotation from a given list. Such requests will be granted, denied or modified in the sole discretion of the Courts.
- G. Termination of an appointment or involuntary removal of an Attorney from the rotation shall serve to revoke all authority of the Attorney to continue representation of those cases which remain outstanding as of the date of the termination, unless the Court is persuaded, upon application of the Attorney and the individual represented by the Attorney, that the Attorney has ongoing ethical obligations to the represented individual, in which case the Attorney may continue the representation until further order of the Court. Once an Attorney's authority to represent an individual ends under this paragraph the files still outstanding shall be turned over immediately to the substitute Attorney designated by the Court.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

Attorney:

*Lyndee L. Baker*

Court:

*Scott Hall-Newton*

Date:

1/10/12

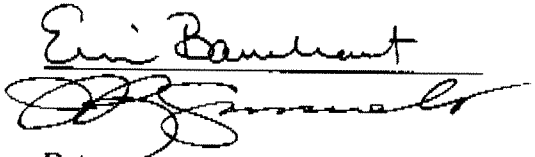
Date:

1/11/12

- F. An Attorney may request a different placement in the rotation and/or an increase or decrease the frequency in which his/her name appears in the rotation from a given list. Such requests will be granted, denied or modified in the sole discretion of the Courts.
- G. Termination of an appointment or involuntary removal of an Attorney from the rotation shall serve to revoke all authority of the Attorney to continue representation of those cases which remain outstanding as of the date of the termination, unless the Court is persuaded, upon application of the Attorney and the individual represented by the Attorney, that the Attorney has ongoing ethical obligations to the represented individual, in which case the Attorney may continue the representation until further order of the Court. Once an Attorney's authority to represent an individual ends under this paragraph the files still outstanding shall be turned over immediately to the substitute Attorney designated by the Court.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

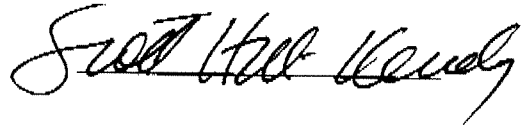
Attorney:



Date:

1/11/12

Court:



Date:

1/11/12

**SCHEDULE E**

(This schedule is available directly from the District Court.)



**SCHEDULE F**

(This schedule is available directly from the Probate Court.)

CIRCUIT COURT  
FOR THE  
FIFTIETH JUDICIAL CIRCUIT COURT OF MICHIGAN



NICHOLAS J. LAMBROS  
Chief Circuit Judge

319 Court Street  
Sault Ste. Marie, Michigan 49783  
(906) 635-6338  
Fax (906) 635-6385

December 2, 2011

DIANE S. CORK  
Clerk of Court

THELMA S. BOSBOUS  
Friend of Court

CATHERINE H. RENNER  
Court Reporter

JERI L. WOLSKI  
Court Administrator

MARCY L. WILSON  
Deputy Administrator

Ms. Marla Roe McCowan  
CDRC Manager  
SADO  
Ste 3300 Penobscott Bldg.  
645 Griswold  
Detroit MI 48226-4281

Dear Ms. McCowan:

Enclosed please find a list of attorneys doing court appointments for felony cases in Chippewa County.

Sincerely,

Jeri L. Wolski  
Court Administrator

**LIST OF CRIMINAL ATORNEYS FOR CHIPPEWA COUNTY**

Public Defenders' Office

Robert Stratton, Chief Public Defender

Jennifer France, Asst. Public Defender

If the public defender has a conflict the following attorneys are selected:

James Bias

James Lambros

Daniel Martin

Ronald Varga

Michael Ekdahl

Charles Palmer

Mark Dobias

Charles Malette

**LAKE COUNTY TRIAL COURT  
PUBLIC DEFENDER AGREEMENT**

**THIS AGREEMENT**, made this 1<sup>st</sup> day of January 2011, among the Chief Trial Court Judge of the Lake County Trial Court, hereinafter referred to as the Chief Judge; Lake County, a Michigan Corporation, hereinafter referred to as County; and the law firm of Mark R. Schropp, hereinafter referred to as Public Defender, witnesses:

**WHEREAS**, The County is in need to continuing just, effective and an economical system for providing public representation at County expense to represent those individuals coming within the Court's jurisdiction who cannot retain private counsel due to indigency; and

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

**WHEREAS**, the Public Defender having been deemed qualified by the Chief Judge and having represented that he is ready, willing, and able to provide such services on a contractual basis:


**NOW, THEREFORE**, the parties do hereby mutually agree to the following:

1. The term of this agreement shall be from January 1, 2011 through December 31, 2011.
2. The Public Defender agrees to provide legal defense services for misdemeanor offenses, certain misdemeanor contempt of court hearings; misdemeanor probation violation hearings, juvenile delinquency proceedings; neglect/abuse proceedings; criminal circuit court proceedings; and district court felony cases, involving indigent defendants.
3. If it is judicially determined that a person accused of a misdemeanor and/or felony is entitled to court appointed counsel, then said Chief Judge shall appoint the Public Defender to represent said accused.
4. If it is judicially determined that the Public Defender is unable to represent an otherwise eligible indigent criminal defendant because of a conflict of interest, then said judge shall appoint another Public Defender.
5. The Court will make every reasonable effort to coordinate the setting of hearings and conferences for the convenience of the Public Defender.
6. The Public Defender agrees to conduct himself in a professional manner consistent with the standards as promulgated by the State Bar of Michigan. The Public Defender shall be properly attired at all Court scheduled hearings/conferences.
7. The Court shall appoint approximately 33 1/3% (Thirty Three and One Third Percent) of the district and circuit appointed cases and 33 1/3% (Thirty Three and One Third Percent) of the juvenile delinquency and neglect/abuse proceedings to

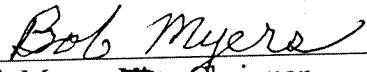
the Law Firm of Mark R. Schropp and the Public Defender agrees to represent these defendants.

8. As complete compensation for attorneys fees and office costs, the Public Defender shall be paid by the Court in 12 (Twelve) equal installments of \$2795.95 (Two Thousand Seven Hundred and Ninety Five Dollars and Ninety Five Cents) on or about the first day of each month; and shall commence on January 1, 2011 and proceed through December 31, 2011.
9. This agreement may be terminated for any of the following reasons:
  - A. If the Public Defender fails to perform his obligation under this agreement in a manner unsatisfactory to the Chief Judge.
  - B. Upon 60 (Sixty) days written notice by the County or Chief Judge.
  - C. Upon 90 (Ninety) days written notice by the Public Defender.
10. The Public Defender agrees to keep adequate records of all appearances and services on behalf of defendants represented under this Agreement, and shall make such records available to the Chief Judge as it shall reasonably direct.
11. This Agreement contains the complete expression of the parties' understanding. All prior contemporaneous oral or written understandings or promises are merged herein. This agreement can only be amended or supplemented by a writing signed by all parties.

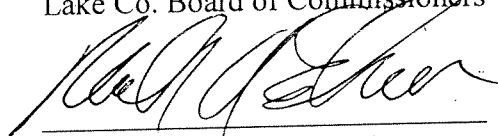
Dated: 11-2-10

  
Mark S. Wickens  
Chief Trial Court Judge

Dated: 11/10/10

  
Bob Myers, ~~Chairman~~  
Lake Co. Board of Commissioners

Dated: 11/17/10

  
Mark R. Schropp  
Attorney at Law

Contract #2011-02

**LAKE COUNTY TRIAL COURT  
PUBLIC DEFENDER AGREEMENT**

**THIS AGREEMENT**, made this 1<sup>st</sup> day of January 2011, among the Chief Trial Court Judge of the Lake County Trial Court; hereinafter referred to as the Chief Judge; Lake County, a Michigan Corporation, hereinafter referred to as County; and the law firm of Christine Clancy Frisbie, hereinafter referred to as Public Defender, witnesses:

**WHEREAS**, The County is in need to continuing just, effective and an economical system for providing public representation at County expense to represent those individuals coming within the Court's jurisdiction who cannot retain private counsel due to indigency; and

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

**WHEREAS**, the Public Defender having been deemed qualified by the Chief Judge and having represented that she is ready, willing, and able to provide such services on a contractual basis:


**NOW, THEREFORE**, the parties do hereby mutually agree to the following:

1. The term of this agreement shall be from January 1, 2011 through December 31, 2011.
2. The Public Defender agrees to provide legal defense services for misdemeanor offenses, certain misdemeanor contempt of court hearings; misdemeanor probation violation hearings, juvenile delinquency proceedings; neglect/abuse proceedings; criminal circuit court proceedings; and district court felony cases, involving indigent defendants.
3. If it is judicially determined that a person accused of a misdemeanor and/or felony is entitled to court appointed counsel, then said Chief Judge shall appoint the Public Defender to represent said accused.
4. If it is judicially determined that the Public Defender is unable to represent an otherwise eligible indigent criminal defendant because of a conflict of interest, then said judge shall appoint another Public Defender.
5. The Court will make every reasonable effort to coordinate the setting of hearings and conferences for the convenience of the Public Defender.
6. The Public Defender agrees to conduct herself in a professional manner consistent with the standards as promulgated by the State Bar of Michigan. The Public Defender shall be properly attired at all Court scheduled hearings/conferences.
7. The Court shall appoint approximately 33 1/3% (Thirty Three and One Third Percent) of the district and circuit appointed cases and 33 1/3% (Thirty Three and One Third Percent) of the juvenile delinquency and neglect/abuse proceedings to

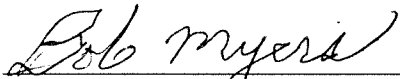
the Law Firm of Christine Clancy Frisbie and the Public Defender agrees to represent these defendants.

8. As complete compensation for attorneys fees and office costs, the Public Defender shall be paid by the Court in 12 (Twelve) equal installments of \$2795.95 (Two Thousand Seven Hundred and Ninety Five Dollars and Ninety Five Cents) on or about the first day of each month, and shall commence on January 1, 2011 and proceed through December 31, 2011.
9. This agreement may be terminated for any of the following reasons:
  - A. If the Public Defender fails to perform her obligation under this agreement in a manner unsatisfactory to the Chief Judge.
  - B. Upon 60 (Sixty) days written notice by the County or Chief Judge.
  - C. Upon 90 (Ninety) days written notice by the Public Defender.
10. The Public Defender agrees to keep adequate records of all appearances and services on behalf of defendants represented under this Agreement, and shall make such records available to the Chief Judge as it shall reasonably direct.
11. This Agreement contains the complete expression of the parties' understanding. All prior contemporaneous oral or written understandings or promises are merged herein. This agreement can only be amended or supplemented by a writing signed by all parties.

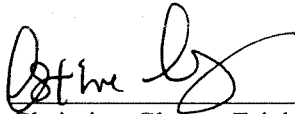
Dated: 11-2-10

  
\_\_\_\_\_  
Mark S. Wickens  
Chief Trial Court Judge

Dated: 11/10/10

  
\_\_\_\_\_  
Bob Myers, Chairman  
Lake Co. Board of Commissioners

Dated: 11-17-10

  
\_\_\_\_\_  
Christine Clancy Frisbie  
Attorney at Law

Contract #11-01

**LAKE COUNTY TRIAL COURT  
PUBLIC DEFENDER AGREEMENT**

**THIS AGREEMENT**, made this 1<sup>st</sup> day of January 2011, among the Chief Trial Court Judge of the Lake County Trial Court, hereinafter referred to as the Chief Judge; Lake County, a Michigan Corporation, hereinafter referred to as County; and the law firm of Greer and Dykman, P.C., hereinafter referred to as Public Defender, witnesses:

**WHEREAS**, The County is in need to continuing just, effective and an economical system for providing public representation at County expense to represent those individuals coming within the Court's jurisdiction who cannot retain private counsel due to indigency; and

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

**WHEREAS**, the Public Defender having been deemed qualified by the Chief Judge and having represented that he/she is ready, willing, and able to provide such services on a contractual basis;

**NOW, THEREFORE**, the parties do hereby mutually agree to the following:


1. The term of this agreement shall be from January 1, 2011 through December 31, 2011.
2. The Public Defender agrees to provide legal defense services for misdemeanor offenses, certain misdemeanor contempt of court hearings; misdemeanor probation violation hearings, juvenile delinquency proceedings; neglect/abuse proceedings; criminal circuit court proceedings; and district court felony cases, involving indigent defendants.
3. If it is judicially determined that a person accused of a misdemeanor and/or felony is entitled to court appointed counsel, then said Chief Judge shall appoint the Public Defender to represent said accused.
4. If it is judicially determined that the Public Defender is unable to represent an otherwise eligible indigent criminal defendant because of a conflict of interest, then said judge shall appoint another Public Defender.
5. The Court will make every reasonable effort to coordinate the setting of hearings and conferences for the convenience of the Public Defender.
6. The Public Defender agrees to conduct him/herself in a professional manner consistent with the standards as promulgated by the State Bar of Michigan. The Public Defender shall be properly attired at all Court scheduled hearings/conferences.
7. The Court shall appoint approximately 33 1/3% (Thirty Three and One Third Percent) of the district and circuit appointed cases and 33 1/3% (Thirty Three and 1/3 Percent) of the juvenile delinquency and neglect/abuse proceedings to the Law



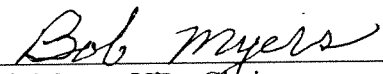

Firm of Greer and Dykman, P.C. and the Public Defender agrees to represent these defendants.

8. As complete compensation for attorneys fees and office costs, the Public Defender shall be paid by the Court in 12 (Twelve) equal installments of \$2795.95 (Two Thousand Seven Hundred and Ninety Five Dollars and Ninety Five Cents) on or about the first day of each month; and shall commence on January 1, 2011 and proceed through December 31, 2011.
9. This agreement may be terminated for any of the following reasons:
  - A. If the Public Defender fails to perform his/her obligation under this agreement in a manner unsatisfactory to the Chief Judge.
  - B. Upon 60 (Sixty) days written notice by the County or Chief Judge.
  - C. Upon 90 (Ninety) days written notice by the Public Defender.
10. The Public Defender agrees to keep adequate records of all appearances and services on behalf of defendants represented under this Agreement, and shall make such records available to the Chief Judge as it shall reasonably direct.
11. This Agreement contains the complete expression of the parties' understanding. All prior contemporaneous oral or written understandings or promises are merged herein. This agreement can only be amended or supplemented by a writing signed by all parties.

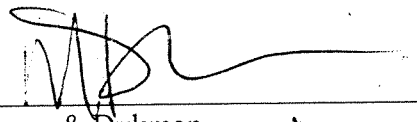
Dated: 11-2-10

  
\_\_\_\_\_  
Mark S. Wickens  
Chief Trial Court Judge

Dated: 11/10/10

  
\_\_\_\_\_  
Bob Myers,  Chairman  
Lake Co. Board of Commissioners

Dated: 11-17-10

  
\_\_\_\_\_  
Greer & Dykman  
Attorneys at Law

Contract #2011-03

## STATE OF MICHIGAN

THE CIRCUIT COURT  
52<sup>ND</sup> JUDICIAL CIRCUIT

HURON COUNTY BUILDING

250 E. HURON AVENUE

BAD AXE, MICHIGAN 48413

January 13, 2012

M. RICHARD KNOBLOCK  
CIRCUIT JUDGELEAH L. GRIFFKA  
COURT ADMINISTRATOR

(989) 269-7112

FAX: (989) 269-0005

MARY JO RISCH  
COURT REPORTER

(989) 269-7501

Marla Rose McCowan  
Criminal Defense Resource Center  
State Appellate Defender Office  
Suite 3300 Penobscot  
645 Griswold  
Detroit, Michigan 48226-4281

Re: Criminal Assignments

Dear Ms. McCowan:

Pursuant to your letter, below is the list of attorneys who are appointed in Huron County Circuit Court at the rate of \$55.00 per hour:

- James N. Woodworth
- Jill L. Schmidt
- Gerald M. Prill
- Andrew Lockard
- Christopher J. Boyle
- Elizabeth Weisenbach
- Walter J. Salens
- Diana Kessler

I would suggest you contact the Huron County District Court as their rate of pay is different than Circuit Court. If you have any further questions, please feel free to contact me.

Sincerely,

*Leah L. Griffka*  
Leah L. Griffka  
Court Administrator

LLG/hs

**FACSIMILE COVER SHEET****PRESQUE ISLE COUNTY CLERK'S OFFICE**

151 E. Huron Ave.  
P.O. Box 110  
Rogers City, MI 49779

(989) 734-3288 phone  
(800) 334-5698 (Toll Free in Michigan ONLY)  
(989) 734-7635 fax

**TO:** Marla McCowan **FROM:** AnnMarie  
**ATTN:** SADO **Pages:** 3  
**Fax:** - **Date:** 1-17-2012  
**Re:** Public Def

☐ Urgent ☐ For Review ☐ Please Comment  
☐ Please Reply ☒ For Your Information  
☐ Per Your Request

This actually covers 89<sup>th</sup> District  
& 53<sup>rd</sup> Circuit of Presque Isle  
County only

AnnMarie!

*Annie* 2012**LEGAL SERVICES AGREEMENT**

THIS LEGAL SERVICES AGREEMENT ("Agreement") is made and entered into between the County of Presque Isle, Michigan, the 53<sup>rd</sup> Circuit Court for Presque Isle County and the 89<sup>th</sup> District Court for Presque Isle County, collectively referred to in this agreement as "County", and Michael D. Vogler, Thomas P. Nelson (Vogler & Nelson) and Terri L. Tringali (Terri L. Tringali, P.C.) attorneys at law referred to in this agreement as "Attorneys".

**RECITALS**

A. The County desires to engage private legal counsel to provide competent representation to indigent defendants in the Presque Isle County 53<sup>rd</sup> Circuit Court and the Presque Isle County 89<sup>th</sup> District Court.

B. Attorneys, who are duly licensed to practice law in the State of Michigan, are willing to provide such representation upon the terms and conditions set forth below.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the covenants and conditions set forth herein, the County and Attorneys hereby agree as follows:

1. Term; termination. This Agreement shall be effective January 1, 2012 and shall remain in full force and effect until December 31, 2012. In the event Attorneys fail to provide representation consistent with the standards set forth in this Agreement, Attorneys shall be deemed to be in breach of this Agreement and the County may, at its sole discretion, immediately terminate this Agreement.

2. Attorneys' Obligations.

a. Attorneys shall provide competent legal services in the defense of indigent defendants charged with one or more misdemeanors, felonies, probation violations and in civil and criminal contempt proceedings, paternity actions, and Personal Protection Order violation hearings, other than those cases in which they have a conflict of interest as determined by the presiding judge.

b. Attorneys shall represent assigned defendants at all Court proceedings in the 53<sup>rd</sup> Circuit Court and the 89<sup>th</sup> District Court including, but not limited to: lineups, arraignments, pretrial conferences, preliminary examinations, motions, evidentiary hearings, docket calls, plea hearings, trials, sentencing, revocation of probation hearings, special hearings, miscellaneous Court dockets, oral arguments, orders to show cause, interlocutory appeals, paternity proceedings, personal protection order hearings, extradition matters, special actions, appearances to quash warrants and court appearances set on returns of bench-warranted cases.

Same as previous year

c. Each attorney agrees to provide indigent defense services on a proportionate basis so that the amount of cases per attorney is roughly equal over the term of the Agreement.

d. Attorneys shall conduct the defense of his or her clients in a professional, skilled manner consistent with standards set forth in the Michigan Rules of Professional Conduct and case law defining the duties of defense counsel in criminal cases.

e. Attorneys shall be responsible for normal and incidental costs incurred in the representation of indigent defendants assigned by the Court pursuant to this Agreement, including but not limited to: office space, telephones, transportation, parking, office supplies, office overhead, legal library, secretarial services, photocopies, printing, binding, telephone calls, Internet access and email service.

f. It is understood by Attorneys that the duty to represent an assigned indigent defendant continues until the case is closed by dismissal, acquittal, or execution of sentence, except that Attorneys will be required to continue to represent a defendant in post-sentencing restitution hearings and probation revocation proceedings.

g. Attorneys will continue active representation and will complete cases pending after the term of this agreement faithfully and with due diligence.

3. County's Obligations.

a. The County shall pay Attorneys \$150.00 per misdemeanor case file. Probation Violations and Show Cause proceedings in misdemeanor cases shall be considered a new misdemeanor case file for purposes of payment. Payment for misdemeanor cases shall be paid quarterly.

b. The County shall pay Attorneys the sum of \$65,000.00 for all other cases at the rate of \$5416.66 per month of which \$3611.11 shall be paid to Vogler & Nelson and \$1805.55 shall be paid to Terri L. Tringali, P.C.

c. In the event of a change of venue to a location outside of Presque Isle County, County shall reimburse Attorneys for mileage and other actual and necessary expenses incurred in traveling between the City of Rogers City and the location to which venue has been changed.

d. Upon motion and prior Court approval, County shall pay the following:

- i. Expert witness fees and costs;
- ii. Other witness fees and costs as required by law;
- iii. Fees and costs associated with polygraph examination;
- iv. Fees and costs associated with psychiatric examinations; and
- v. Transcript fees and costs.

4. Independent Contractor. For all purposes arising under this Agreement, Attorneys shall be an independent contractor as provided by law.

5. Insurance. Each attorney shall maintain professional liability insurance of at least \$100,000/\$300,000 to insure against any and all liability arising through the acts of the Attorneys under this Agreement. The Attorneys shall append to their policies that the County shall receive notice 30 days prior to any cancellation of said insurance policies.

VOGLER &amp; NELSON

TERRI L. TRINGALI, PC

By: 

MICHAEL D. VOGLER



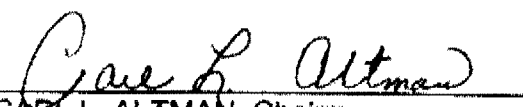
By: 

TERRI L. TRINGALI

By: 

THOMAS P. NELSON

Acceptance:

  
SCOTT L. PAVLICH  
Chief Circuit Court Judge  
MARIA I. BARTON  
District Court JudgeDated: 12-1-11Dated: 12-6-11  
DONALD J. McLENNAN  
Presque Isle County  
Family Division Judge  
CARL L. ALTMAN, Chairman  
Presque Isle County  
Board of CommissionersDated: 12-06-2011Dated: 12-14-11

**Marla McCowan**

---

**From:** Karen Chapman [kjc@cheboygancounty.net]

**Sent:** Tuesday, January 17, 2012 10:56 AM

**To:** Marla McCowan

In response to your request for information on court-appointed attorneys for the 53<sup>rd</sup> Circuit Court, please be advised that there is no change from the 2010 report. We have a public defender contract which was just renewed for three more years, at the same amount as the previous contract. For conflict cases, we choose for a rotating list of attorneys in the area.

Karen J. Chapman  
53rd Circuit Court Administrator  
Drug Court Coordinator  
(231) 627-8818

**Marla McCowan**

---

**From:** Karen Chapman [kjc@cheboygancounty.net]

**Sent:** Tuesday, January 17, 2012 3:14 PM

**To:** Marla McCowan

**Subject:** RE:

William Keogh, James Gilbert, Thomas Hungerford, Donna Hansel, Daniel Martin, Greg Rotter, George Tschirhart, Timothy MacArthur, and Joseph Kwiatkowski.

---

**From:** Marla McCowan [mailto:Mmccowan@sado.org]

**Sent:** Tuesday, January 17, 2012 2:05 PM

**To:** Karen Chapman

**Subject:** RE:

thank you! Can we get the names of the attorneys on the rotating list?

---

**From:** Karen Chapman [mailto:kjc@cheboygancounty.net]

**Sent:** Tuesday, January 17, 2012 10:56 AM

**To:** Marla McCowan

**Subject:**

In response to your request for information on court-appointed attorneys for the 53<sup>rd</sup> Circuit Court, please be advised that there is no change from the 2010 report. We have a public defender contract which was just renewed for three more years, at the same amount as the previous contract. For conflict cases, we choose for a rotating list of attorneys in the area.

Karen J. Chapman

53rd Circuit Court Administrator

Drug Court Coordinator

(231) 627-8818



53

**Marla McCowan**

---

**From:** Ann Marie Main [maina@picounty.org]

**Sent:** Tuesday, January 17, 2012 3:02 PM

**To:** Marla McCowan

**Subject:** List of Attorney's

Ms. McCowan,

My apologies for the delay..this is actually the first time this was brought to my attention in our office.

I can only speak for the 53<sup>rd</sup> Circuit court – Presque Isle,  
We currently have a one year contract with three attorneys,  
Vogler & Nelson Law Office:  
Michael Vogler P38725 & Thomas Nelson P58775  
Along with Terri L. Tringali P36858

I read the report and unfortunately I am not familiar with the amounts. I can fax you a copy of the contract if necessary.

Please contact this office if you have any further questions.

Ann Marie Main  
Dep. Clerk  
53<sup>rd</sup> Circuit Court  
989-734-3288

1/17/2012

# State of Michigan

## FIFTY-FIFTH CIRCUIT COURT

COUNTIES OF CLARE AND GLADWIN

THOMAS R. EVANS  
CIRCUIT COURT JUDGE



401 WEST CEDAR AVENUE  
GLADWIN, MICHIGAN 48624-2052

Telephone: (989) 426-9237  
Fax: (989) 426-4493

November 29, 2011

State Appellate Defender Office  
Dawn VanHoek, Director  
Criminal Defense Resource Center  
Suite 3300 Penobscot  
645 Griswold  
Detroit, Michigan 48226-4281

**RE: List of Attorneys Taking Criminal Assignments**

Dear Ms. VanHoek:

Enclosed please find the list of attorneys taking assigned criminal work in 80<sup>th</sup> District Court and 55<sup>th</sup> Circuit Court, for Clare and Gladwin County, along with a copy of the assigned counsel fee schedule.

If I may be of further assistance, please do not hesitate to contact my office.

Sincerely,

A handwritten signature in cursive script, appearing to read "Thomas R. Evans".

Thomas R. Evans  
Circuit Court Judge  
TRE:dp

Enclosures: List of Attorneys  
Fee Schedule



**LIST OF ATTORNEYS TAKING CRIMINAL  
ASSIGNMENTS FOR CLARE/GLADWIN COUNTIES**

|                       |        |
|-----------------------|--------|
| Richard S. Allen      | P10126 |
| Sarah Belzer          | P69963 |
| Christopher R. Croker | P66913 |
| D. Todd Diederich     | P57429 |
| Kimberly Dillman      | P65861 |
| Tara S. Hovey         | P54258 |
| Annette Howe          | P67491 |
| Anthony J. Jenkins    | P59063 |
| Jamie Raymond         | P53937 |
| Austin Roe            | P56342 |
| William Siebert       | P31782 |
| Ryan John Tetloff     | P72624 |
| Louis J. Willford     | P22330 |
| Karen Willing         | P58831 |

## ASSIGNED COUNSEL FEE SCHEDULE

|                              |                       |
|------------------------------|-----------------------|
| Preliminary Hearing          | \$ 75.00              |
| Non Assault Case             | \$500.00              |
| Assault Case                 | \$600.00              |
| Criminal Sexual Conduct Case | \$700.00              |
| Probation Violation Case     | \$150.00              |
| Friend of the Court Matters  | \$150.00              |
| <br>                         |                       |
| Trial Preparation Case       | \$400.00              |
| Trial Fee                    | \$300.00 (Entire Day) |
| Trial Fee                    | \$150.00 (1/2 Day)    |

**Marla McCowan**

---

**From:** "Hayley Colosky" <HColosky@eatoncounty.org>  
**To:** <mmccowan@sado.org>  
**Sent:** Wednesday, January 18, 2012 9:35 AM  
**Attach:** court appointed attorneys updated list.docx  
**Subject:** Attorney List

Good morning,

Per your request I am attaching a copy of our current Court Appointed Attorney list. The hourly rate is \$40.00. I apologize for the delay, your follow-up letter was the first that I received. Please let me know if you need any further information regarding the same.

Sincerely,

**Hayley Colosky**

Jury Administrator  
Eaton County Courthouse  
1045 Independence Blv.d  
Charlotte, MI 48813  
ph. 517.543.4318  
fax 517.543.0197

This email, including any attachment(s) to it are intended solely for the use of the individual or entity to which it is addressed. If you have received this email in error please notify Eaton County by replying to the original email and deleting any email(s) or attachment(s) that you have received. Eaton County screens all outgoing email and attachment(s) for viruses; however, Eaton County cannot accept liability for any damage caused by any virus transmitted by this email. The recipient should check this email and any attachment(s) for the presence of viruses.

January 18, 2012

COURT APPOINTED ATTORNEY LIST

|  |  |
|--|--|
| Joanne Adam (P47223)<br>4710 W. Saginaw, Ste. B, Lansing 48917<br><a href="mailto:jvalllaw@aol.com">jvalllaw@aol.com</a>   | Phone: 886-3600<br>Fax: 886-0111<br>Cell: 290-1231         |
| James E. Bliss (P41577)<br>P.O. Box 144, Haslett 48840<br><a href="mailto:jblissgallery@comcast.net">jblissgallery@comcast.net</a>   | Phone: Use Cell #<br>Fax: 694-4257<br>Cell: 862-4916       |
| James. E. Bliss, Jr. (P73088)<br>4205 Charlar Drive, Suite 3, Holt 48842<br><a href="mailto:jamesblissjr@lawbliss.com">jamesblissjr@lawbliss.com</a>                         | Phone: 862-4765<br>Fax: 694-4257                           |
| Noah A. Bradow (P74171)<br>1236-B Turner Street, Lansing 48906<br><a href="mailto:noah@bradowlaw.com">noah@bradowlaw.com</a>   | Phone: 896-0563<br>Fax: 372-6304                           |
| Gerald J. Cichocki (P68223)<br>1010 N. Washington, Lansing 48906<br><a href="mailto:gjclaw@aol.com">gjclaw@aol.com</a>   | Phone: 374-0310<br>Fax: 374-0309                           |
| William B. Davis (P23768)<br>P.O. Box 161, Grand Ledge 48837<br><a href="mailto:daviswb@dellepro.com">daviswb@dellepro.com</a>   | Phone: 627-3643<br>Fax: 627-9020                           |
| John H. Deming (P29586)<br>316 Taylor, Grand Ledge 48837<br><a href="mailto:j.s.deming@gmail.com">j.s.deming@gmail.com</a>   | Phone: 627-2174<br>Fax: 627-2245                           |
| D. Dennis Dudley (P12988) <b>(April 2 thru Sept. 15 only)</b><br>4112 W. St. Joseph, Lansing 48917<br><a href="mailto:dudley_law@sbcglobal.net">dudley_law@sbcglobal.net</a> | Phone: 242-1889<br>Fax: 323-2152                           |
| Thomas W. Dutcher (P39946)<br>133 S. Cochran, Charlotte 48813<br><a href="mailto:dutchieboy@sbcglobal.net">dutchieboy@sbcglobal.net</a>                                      | Phone: 543-6585<br>Fax: 543-1770                           |
| H. Derrick Etheridge (P62871)<br>831 N. Washington, Lansing 48906<br><a href="mailto:derrick@derricketheridge.com">derrick@derricketheridge.com</a>                          | Phone: 325-3031<br>Fax: 517-586-3931<br>Cell: 517-652-2031 |

|   |  |
|---|--|
| Kelly M. Fletcher (P68639)<br>121 Burcham Road, East Lansing 48823<br><a href="mailto:Kelly@hlcplc.com">Kelly@hlcplc.com</a>                                | Phone: 336-6804<br>Fax: 336-4340                   |
| Steven A. Freeman (P45125)<br>6510 Cheshire Drive<br>Dimondale, MI 48821<br><a href="mailto:freemanste@gmail.com">freemanste@gmail.com</a>                  | Phone: 285-7551                                    |
| Bart Frith (P39541)<br>176 S. Main, P.O. Box F, Vermontville 49096<br><a href="mailto:1986@sbcglobal.net">1986@sbcglobal.net</a>                            | Phone: 726-0303<br>Fax: 726-0903                   |
| Douglas Graham (P72133)<br>4601 W. Saginaw, Suite F2, Lansing 48917<br><a href="mailto:dougG52@gmail.com">dougG52@gmail.com</a>                             | Phone: 303-6974<br>Fax: NA                         |
| William B. Hankins (P28782)<br>4710 W. Saginaw Hwy, Suite B, Lansing 48917<br><a href="mailto:hankinslaw@msn.com">hankinslaw@msn.com</a>                    | Phone: 482-9400<br>Fax: (941)296-7300              |
| Timothy Havis (P63258)<br>1625 E Kalamazoo, Suite A, Lansing 48912<br><a href="mailto:hlopllc@yahoo.com">hlopllc@yahoo.com</a>                              | Phone: 367-6690<br>Fax: 367-6695                   |
| Tom Hirsbrunner (P66919)<br>120 N. Washington Square, Suite 805<br>Lansing 48933<br><a href="mailto:Tom@michlaw.org">Tom@michlaw.org</a>                    | Phone: 798-6533<br>Cell: 775-2481                  |
| G. Michael Hocking (P26951)<br>303 S. Waverly, Lansing 48917<br><a href="mailto:gmhockinglaw@sbcglobal.net">gmhockinglaw@sbcglobal.net</a>                  | Phone: 327-0200<br>Fax: 327-0927                   |
| Elias G. (Louie) Kafantaris (P67461)<br>1515 W. Mt. Hope Ave., Suite 5, Lansing 48910<br><a href="mailto:egkafantaris@yahoo.com">egkafantaris@yahoo.com</a> | Phone: 482-8337<br>Fax: 484-8771                   |
| Mark Kamar (P35038)<br>1010 N. Washington, Lansing 48906<br><a href="mailto:kamarlaw@sbcglobal.net">kamarlaw@sbcglobal.net</a>                              | Phone: 482-8835<br>Fax: 482-0422<br>Cell: 449-8939 |
| Mark A. Kaufman (P57919)<br>P.O. Box 6241, East Lansing 48826<br><a href="mailto:elwani@aol.com">elwani@aol.com</a>   | Phone: 303-0425                                    |

|  |  |
|--|--|
| John D. Maurer (P41845)<br>316 Taylor St., Grand Ledge 48837<br><a href="mailto:johndmaurerattylaw@comcast.net">johndmaurerattylaw@comcast.net</a>           | Phone: 627-2174<br>Fax: 627-2245<br>Cell: 231-9638 |
| Matthew R. Newburg (P71692)<br>4112 W. St. Joe Hwy., Lansing 48917<br><a href="mailto:mnewburg@newburglaw.com">mnewburg@newburglaw.com</a>                   | Phone: 505-2323<br>Fax: 517-481-2306               |
| J. Michael (Mike) O'Briant (P41156)<br>P.O. Box 1083, East Lansing 48826<br><a href="mailto:mobriant1394@yahoo.com">mobriant1394@yahoo.com</a>               | Phone: 347-7700<br>Fax: 349-5751                   |
| Kenneth L. O'Deen (P58004) <b>(PV'S ONLY – NO NEW CASES)</b><br>123 S. Cochran, Charlotte 48813<br><a href="mailto:zando@ia4u.net">zando@ia4u.net</a>        | Phone: 543-5551<br>Fax: 543-9446<br>Cell: 281-9069 |
| Julie A. O'Neill (P64544)<br>824 N. Capitol Ave., Lansing 48906<br><a href="mailto:oneilllawfirm@yahoo.com">oneilllawfirm@yahoo.com</a>                      | Phone: 484-0444<br>Fax: 484-0906<br>Cell: 420-4810 |
| Daniel A. Pawluk (P41589)<br>1625 E. Kalamazoo, Suite A Lansing 48912<br><a href="mailto:pawluklawclerk@sbcglobal.net">pawluklawclerk@sbcglobal.net</a>      | Phone: 321-3211<br>Fax: 321-4188<br>Cell: 204-8894 |
| Karen L. Phillips (P69992)<br>3452 E. Lake Lansing Road, E. Lansing 48823<br><a href="mailto:kphillips@nicholslaw.net">kphillips@nicholslaw.net</a>          | Phone: 432-9000<br>Fax: 203-4448                   |
| Trevor M. Robinson (P69326)<br>4112 W. St. Joe Ave, Suite B, Lansing 48917<br><a href="mailto:trevormrobinsonlaw@gmail.com">trevormrobinsonlaw@gmail.com</a> | Phone : 719-0564<br>Fax : 323-9349                 |
| Andrew M. Rockafellow (P69435)<br>1005 S. Washington, Lansing 48910<br><a href="mailto:andrew@lawofficeofamr.com">andrew@lawofficeofamr.com</a>              | Phone : 485-3350<br>Fax : 913-5968                 |
| Peter C. Samouris (P53084)<br>120 N. Washington Square #805, Lansing 48933<br><a href="mailto:psamouris@comcast.net">psamouris@comcast.net</a>               | Phone: 347-7047<br>Fax: 336-7371<br>Cell: 410-4966 |
| Scott L. Sanders (P24124)<br>207 S. Cochran, PO Box H, Charlotte 48813<br><a href="mailto:sanders_law@att.net">sanders_law@att.net</a>                       | Phone: 543-2770<br>Fax: 543-2799                   |



Eric J. Sheppard (P71914)  
321 Woodland Pass, Suite 300, E. Lansing 48823  
[ericssheppard16@gmail.com](mailto:ericssheppard16@gmail.com) Ph: 216-973-9996

David Lee Taylor (P36094)  
1006 N. Washington Ave., Lansing 48906  
[leelaw@comcast.net](mailto:leelaw@comcast.net) Phone: 393-0600  
Fax: 482-0925  
Cell: 290-5144

Mark Taylor (P45413)  
P.O. Box 12028, Lansing 48901  
[markettaylor@gmail.com](mailto:markettaylor@gmail.com) Phone: 360-2292

Eric X. Tomal (P47873)  
4112 W. St. Joe, Lansing 48917  
[etomal@aol.com](mailto:etomal@aol.com) Phone: 323-9340  
Fax: 323-9349  
Cell: 230-4080

John W. Ujlaky (P27660)  
3721 W. Michigan, Ste. 304, Lansing 48917  
[lonewolf2613@aol.com](mailto:lonewolf2613@aol.com) Phone: 323-1939  
Fax: 323-0904

Gregory N. Veltema (P30024)  
2840 E. Grand River, Ste. 1, East Lansing 48823  
[greg.veltema@gmail.com](mailto:greg.veltema@gmail.com) Phone: 332-2400  
Fax: 332-9361

Conrad Vincent (P58070)  
1801 E Saginaw, Suite B Lansing 48912  
[mail.bv@acd.net](mailto:mail.bv@acd.net) Phone: 482-7395  
Fax: 484-1598

Keith Watson (P56463)  
P.O. Box 12300, Lansing 48901  
[keithwatsonlawoffice@gmail.com](mailto:keithwatsonlawoffice@gmail.com) Pager: 360-6300\*  
Phone: 580-8580

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114 E. Lawrence, Ste. 150, Charlotte 48813  
[wildirish42@comcast.net](mailto:wildirish42@comcast.net) Phone: 543-1100  
Fax: 543-9446

David Zoglio (P56600)  
1236-B Turner Street, Lansing 48906  
[psblegal@yahoo.com](mailto:psblegal@yahoo.com) Phone: 372-4143  
Fax: 372-6304  
Cell: 927-2989

Lounge: 1337  
Bailiff's Office: 4023 or 4090  
Prosecutors: Main#: 1265  
O'Brien: 1321  
Sue: 1392  
K.Morton: 1267

Jury Room: 1704  
Jail/Booking: 1420/1421/1425  
Adam/Page: 517-228-1684  
Ryan/Page: 517-228-1191  
Whitney/Page: 517-228-2180

Probation: Pam: 4364;  
Vicki: 4362;

## STATE OF MICHIGAN



THE CIRCUIT COURT

57TH JUDICIAL CIRCUIT

PHONE 231-348-1748

CHARLES W. JOHNSON  
CIRCUIT JUDGE200 DIVISION STREET  
SUITE 100  
PETOSKEY, MICHIGAN 49770

December 8, 2011

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

Re: *Consortium Contract Request*

Dear Ms. McCowan:

Enclosed per your request is a copy of the contract for representation of indigent defendants for Emmet County Circuit and District Courts.

This is the contract that covers the years 2012 through 2014. It is in the process of being signed by the Board of Commissioners. I do not expect any problem obtaining the signatures of the Board.

If you need anything further, please feel free to call.

Very truly yours,

A handwritten signature in black ink, appearing to read "Juli Wallin".

Juli Wallin  
Court Administrator

jw  
Enclosure

# AGREEMENT FOR LEGAL REPRESENTATION OF INDIGENTS

This Agreement made and entered into by and between the County of Emmet, hereinafter called the "County", whose address is 200 Division Street, Petoskey, Michigan, and a bidding consortium of attorneys ("Consortium") consisting of the attorneys named below.

## RECITALS

**WHEREAS**, the County desires to contract for the constitutionally-required representation of indigent persons faced with the possibility of incarceration as a result of action in the 90th District Court and the 57th Circuit Court in Emmet County, Michigan, and

**WHEREAS**, the County has determined that these attorneys are able to provide acceptable representation to the indigent persons.

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

### 1. Term

The term of this Agreement shall be from January 1, 2012 through December 31, 2014.

### 2. Personnel

(a) The following-named attorneys and/or law firms shall provide professional legal services to allow the County to fulfill its obligations for the provision of public defender services, under the terms of this Agreement:

**Bryan C. Klawuhn  
Robert J. Engel  
Law Offices of Daniel J. Harris  
Erinn Beck**

Each of these attorneys/law firms maintains its own office, and they are not, in any way, associated except to bid on this contract. At no time are these attorneys to be considered as partners, associates or in any other way in practice together. No attorney is responsible for any other attorney's work and each attorney is independent of any other attorney.

(b) The above-named attorneys have been approved by the 90th District Court and the 57th Circuit Court Judges for the provision of said services. These attorneys may provide such other qualified attorneys as may be needed to perform the functions stated herein, all of whom must be approved by the appropriate Judge or his designee prior to performing any services. In the case of non-representation of a defendant by any of the attorneys for any reason, they shall provide a qualified attorney (after receiving prior approval by the appropriate Judge) as may be needed to perform the functions required herein.

(c) The Consortium agrees that in the event it becomes necessary to replace any or all of the named attorneys, whether on a temporary or permanent basis, written approval of the replacement attorney by the Circuit Judge in the case of a felony or the District Judge, in the case of a misdemeanor, will be required in advance of the performance of any legal service by the proposed replacement.

(d) The Consortium further agrees that in the event it employs a replacement attorney on a temporary basis to provide the services contemplated herein due to a contingency such as illness, such replacement will be provided by the Consortium at no additional cost to the County. In the event a replacement attorney is needed due to a conflict of interest, unresolvable attorney—client conflict, or an additional attorney is needed due to a conflict

created by a multiple defendant situation, the Consortium shall promptly express the need for such replacement attorney or additional attorney to the appropriate Judge, or to his designee. If the appropriate Judge or his designee determines that a replacement attorney or additional attorney is necessary under the circumstances, he shall appoint such attorney, and the Consortium shall pay the costs of employing such attorney.

### **3. Administration and Support**

The attorneys shall each make provision for:

(a) All general administrative services, including notification to clients of court appearances to insure the orderly and timely provision of the legal services contemplated herein,

(b) Office facilities adequate to the needs of the named attorney while performing all legal services hereunder,

(c) All necessary secretarial and clerical assistance,

(d) All necessary stationery, office supplies, and office equipment including, but not limited to, duplicating equipment, dictating equipment, typewriters/computers and telephones,

(e) All transportation for any named attorney necessary to provide the legal services hereunder, except as provided in paragraph 7(d) hereof, and

(f) An adequate law library either through appropriate law books or appropriate internet legal research.

### **4. Time Required**

The Consortium shall provide the County, through the named attorneys or their approved replacements, sufficient hours of attorneys' work to perform the professional services required by this contract. No work performed by any clerk/secretary, stenographer, assistants, or para-professional employee shall be classified as attorneys' work for any purpose hereunder. The Consortium further agrees to have an attorney available on each Circuit Court Motion Day for arraignments, sentencings, and Friend of the Court show cause hearings. The Consortium shall schedule attorneys for attendance on Motion Day.

### **5. Time Records**

The Consortium agrees to maintain accurate and complete time records of all attorneys' work provided to the County by the Consortium under the terms of this Agreement. The time records shall be kept in an orderly and consistent manner and shall contain the following kinds of information:

(a) Time spent advising prisoners incarcerated in the County jail prior to their appearance or arraignment,

(b) Time spent appearing in Court,

(c) Time spent in-office for conferences, reviewing files, preparing cases (including investigation), and doing all other work related to the representation of clients hereunder, and

(d) Time spent representing individuals for probation violations, Youthful Trainee Act revocations, paternity matters, family matters or contempt show cause hearings, and extraditions.

Upon request, an attorney in the Consortium shall immediately forward one copy of said time records to appropriate Judge.

### **6. Duties and Responsibilities**

The named attorneys, their approved replacements, or any additional attorneys retained pursuant to paragraph 2, shall provide the following services:

(a) They will provide professional legal counsel and representation in the following matters to all persons determined indigent by the 90th District Court or the 57th Circuit Court (including the Family Division) for Emmet County who do not have private representation:

1. All criminal cases, felony and misdemeanor, as appointed by the District or Circuit Court where the Court reserves the right to impose incarceration (but excluding appeals from Circuit Court and post-sentence motions),
2. All criminal appeals of right to the Circuit Court from the District Court,
3. All Circuit Court and District Court probation violations where the Court reserves the right to impose incarceration and Youthful Trainee Act revocations,
4. Paternity matters where the Court reserves the right to impose incarceration,
5. Family matters or contempt show cause hearings where, in the Court's opinion, there is a likelihood of incarceration for contempt,
6. Police line—ups, show—ups or interrogations where counsel is requested,
7. All extradition hearings, and
8. Indigent cases remanded by the Michigan Court of Appeals or the Michigan Supreme Court for action during the term of this Agreement.

Provided that Bryan C. Klawuhn and Robert J. Engel will be assigned all felony cases in the 90<sup>th</sup> District Court and 57<sup>th</sup> Circuit Court. The Law Offices of Daniel J. Harris and Erinn Beck will be assigned all misdemeanor cases in the 90<sup>th</sup> District Court. Any of the attorneys may be called upon as needed for emergency hearings in the 90<sup>th</sup> District Court and the 57<sup>th</sup> Circuit Court.

b) Legal representation includes all issues arising from the items listed above on cases wherein appointment is made on or after January 1, 2012, and through December 31, 2014. Any cases carrying over from the prior contract shall become part of this contract. Any cases carrying over at the end of this contract will be compensated at the rate of \$45 per hour, unless the contract is renewed, whereupon those cases will become part of the new contract.

(c) The representation described above shall begin at the time of appointment and conclude upon final resolution in the District or Circuit Court, unless and except in the event of an interlocutory appeal. Ongoing issues in paternity, family or contempt show cause hearings or matters remanded after interlocutory or other appeal shall not be construed to be a part of this Agreement beyond the term hereof.

## **7. Compensation**

In consideration of all the services and all incidental costs, expenses and materials provided by the Consortium under the terms of this Agreement, the County agrees to pay the Consortium as follows:

(a) Each and every month during the term hereof beginning:

1. January 1 to December 31, 2012, the total sum of **\$190,000.00** paid in twelve (12) equal monthly installments of **\$15,833.33** per month.

2. January 1 to December 31, 2013, the compensation to be paid will be an additional amount over and above the 2012 annual amount as determined by the percentage increase received by Emmet County non-bargaining unit employees, but not less than a one percent increase with the total sum to be paid in twelve (12) equal monthly installments.

3. January 1 to December 31, 2014, the compensation to be paid will be an additional amount over and above the 2013 annual amount as determined by the percentage increase received by Emmet County non-bargaining unit employees, but not less than a one percent increase with the total sum to be paid in twelve (12) equal monthly installments.

(b) In addition, the County shall reimburse each named attorney, upon motion and prior Court approval, the following expenses: expert witness fees and costs, polygraph examinations, psychiatric examinations, investigation fees and costs, photography and/or photographic processing costs, exhibit preparation costs, and extraordinary telephone costs, except that all collect and long distance telephone calls to and from indigent clients shall be paid, regardless of whether or not they are extraordinary.

(c) In addition, the County shall reimburse each named attorney the normal and regular witness fees and costs.

(d) In addition, the County shall reimburse (1) postage costs, and (2) transportation costs for each named attorney (a) to any prison or multi-county jail used by Emmet County necessary to provide legal services hereunder, and (b) as authorized by the appropriate Judge, and (3) copying costs for the cost of copying police reports, court transcripts, or pleadings, provided that each such item shall contain 20 or more pages. For all out-of-county transportation costs, reimbursement shall be made at the rate applicable to Emmet County employees for travel outside Emmet County.

(e) In addition, the County shall reimburse Consortium attorneys for membership in the Criminal Defense Attorneys of Michigan (CDAM) and Criminal Defense Resource Center (CDRC) Services (part of the State Appellate Defenders' Office) upon documentation presented to the County by Consortium Attorneys that the attorney(s) have joined and paid for one or both organizations.

(f) No payments other than stated herein shall be made without the specific approval of the appropriate Judge. All extraordinary representation requirements will be passed on by the Trial Judge.

(g) All payments and reimbursements in paragraphs (b), (c) and (d) shall be made only if the same are itemized by attorney.

## **8. Other Provisions**

It is understood and agreed by the parties that:

(a) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties or appointed representatives thereof;

(b) No claim for services furnished by the Consortium not specifically provided for in this Agreement will be honored by the County, unless such service has been specifically ordered by the Circuit Judge of the 57th Judicial Circuit or his designee, or the District Judge of the 90th Judicial District or his designee; and such service, as ordered, is clearly outside the scope of the services specified by the terms of this Agreement;

(c) That each attorney named herein acts as an independent contractor, and no attorney, nor the attorney's employees, acquire any tenure nor any rights or benefits from the County by way of Worker's Compensation, nor any benefits under the County's personnel program covering medical and hospital care, sick pay, vacation pay, or severance pay.

9. **Insurance**

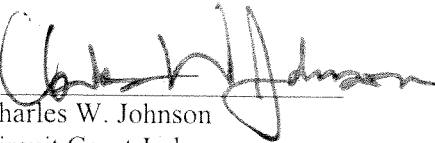
The Consortium herein agrees that each member shall maintain malpractice insurance and other appropriate business insurance at all times during the term of this Agreement. In this regard, the Consortium members shall provide the County with an appropriate abstract indicating the term and amount of malpractice insurance and other coverage afforded to its members. Also, it shall append to its policies that the County of Emmet shall receive notice 30 days prior to any cancellation of said insurance policies.

10. **Entire Agreement**

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

IN WITNESS WHEREOF, the parties have signed this Agreement as follows:

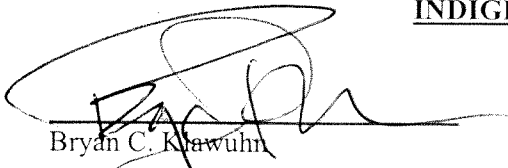
**COUNTY OF EMMET**


  
Charles W. Johnson  
Circuit Court Judge  
Dated: 12/2/11

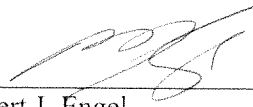
\_\_\_\_\_  
Richard W. May  
District Court Judge  
Dated: \_\_\_\_\_


\_\_\_\_\_  
James E. Tamlyn  
Chairman, Emmet County Board of Commissioners  
Dated: \_\_\_\_\_

**INDIGENT DEFENDER CONSORTIUM**

  
Bryan C. Klawuhn  
Date: 11/30/11

  
Daniel J. Harris  
Date: 11-30-11

  
Robert J. Engel  
Date: 11-30-11

  
Erin Beck  
Date: 11/30/11