

**CALHOUN COUNTY
REQUEST FOR QUALIFICATION
CALHOUN COUNTY ADMINISTRATOR'S OFFICE
PURCHASING DIVISION
INDIGENT DEFENSE RFQ # 112-12**

The County of Calhoun (the County) and the 37th Judicial Circuit Court (the Court) are seeking statements of qualifications for indigent public defense from qualified and experienced attorneys, law firms and associations. The County and the Court may choose to execute agreements or negotiations with the most qualified applicant(s), as a result of this solicitation, to be determined by the evaluation committee appointed by the County and the Court. Questions regarding this request should be directed to:

Brad Wilcox, Assistant County Administrator
Calhoun County
315 West Green Street
Marshall, MI 49068
Phone (269) 781-0798
Fax (269) 781-0140
Email bwilcox@calhouncountymi.gov

Applicants shall present four (4) copies of their Statement of Qualifications no later than,

Tuesday, November 13, 2012; 3:00 p.m. (Local Time),

to the following physical location:

**County Building, Purchasing Department,
315 West Green Street, Marshall, MI 49068.**

The sealed envelope shall be clearly noted ;

“Request for Qualifications - Indigent Defense, RFQ #112-12”.

LATE PROPOSALS WILL NOT BE ACCEPTED.

1.0 INTRODUCTION TO SCOPE OF WORK

Calhoun County and the 37th Judicial Circuit Court are seeking statements of qualifications for indigent public defense from qualified and experienced attorneys, law firms and associations for certain cases and/or actions filed on or after January 1, 2013 which are Circuit Court cognizable including: felony, Circuit Court probation violations and felony derived or investigatory line ups, as well as representation of certain witnesses in criminal proceedings when required by law. Attorney(s) interested in receiving appointments must agree to accept cases as assigned on a rotating basis by the 37th Judicial Circuit Court. Caseload projections indicate that there will be approximately 1200 - 1400 cases/appointments annually.

2.0 SCOPE OF WORK REQUIREMENTS

- 2.1 Attorney(s) receiving appointments to represent indigent defendants charged with crimes must possess the ability and competence required by the United States and Michigan Constitutions, case law and the Code of Professional Conduct. Attorney(s) must demonstrate their qualifications in relationship to the 37th Judicial Circuit Court Policy and Procedures Directive, Attorney Eligibility for Assignments as counsel. *(Reference Attachment A)*
- 2.2 An attorney must either meet the qualification of Level B of the Court's Directive *(Attachment A)* or be in a group or association having at least one (1) Level B qualified attorney in order to submit a proposal and be awarded a contract.
- 2.3 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 and/or pre-exam conferences; 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 relating to the case; filing of interlocutory appeals the attorney deems appropriate as well as responding to any pre-conviction appeals by; representing indigent defendants as to probation violations; and, attending bond hearings in both District and Circuit Court. The responsibility of the attorney(s) shall not extend to post conviction appeals.

- 2.4 Individual attorneys and all attorneys participating in a group or association of attorneys will be expected to sign a contract to cover the final agreed services commencing January 1, 2013, for a three (3) year period. An additional two option years may be available upon final approval of the Court. (*Reference Attachment B*)
- 2.5 The attorney(s) agree to maintain adequate professional liability insurance, hold harmless and indemnify the County, the Court, and the Calhoun County Board of Commissioners, the Judges, and their agents, officers, and employees from any and all liability arising out of the attorney(s)' acts or omissions arising under the terms of this agreement. The attorney(s) shall not be liable for any claims, demands, damages, costs, expenses or attorney fees arising out of an act or omission on the part of the County and the Court, 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 for each occurrence, \$100,000 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/Court by January 1, 2013. Attorneys will be required to maintain required levels of insurance throughout the term of the contract and to notify the County/Court of any changes in insurance coverage.
- 2.6 Joint Proposals or Associations
- 2.6.1 There is no objection by the County or the Court to those attorney(s) awarded contracts submitting joint proposals or associating after the contracts are awarded for purposes of covering the contracted amounts, however individual attorney(s) will be required to sign a contract and will be held responsible for their contracted cases.
- 2.6.2 Multiple cases on the same defendant arising out of the same criminal transaction will be counted as one appointment for the purpose of compensation under this agreement.
- 2.6.3 No single group or association of attorneys will be awarded more than 600 appointments and the attorney to case ratio must not exceed 200 cases per attorney.
- 2.7 When two or more indigent defendants are jointly charged with an offense(s) or their cases are otherwise joined, the Court must appoint separate lawyers not associated in the practice of law for each defendant.

2.8 Price

- 2.8.1. For the performance of the legal services described in this RFQ and as a result of a contract following the qualification based selection of an individual attorney or an association or group of attorneys by the Court and the County, attorney(s) shall receive from the County \$485 Per Appointment.

Note: Notwithstanding the foregoing amounts, if retained or another appointed counsel substitutes for appointed counsel prior to or at preliminary examination or pre-examination conference, then the amount is \$50 per appointment.

Note: Notwithstanding the foregoing amounts, if appointed to attend an investigatory line up or to represent a witness in a felony criminal matter, then the amount is \$300 per appointment.

- 2.8.2. The base price per appointment for indigent defense services as described in this RFQ shall remain firm for the first three years following award of the contract. For the option years four and five, the Attorney or the County shall be entitled to request an annual price adjustment which shall be calculated in the manner provided by this paragraph. The request for price adjustment by the Contractor shall be submitted to the 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.

2.8.2.1 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.

2.8.2.2 A price increase or decrease will be determined by dividing the current index for a contract anniversary month by the same prior year months index. All calculations will be carried to two places only, with rounding to the next digit. Increases shall not exceed three percent (3%) annually from one adjustment period to the next.

- 2.8.3 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.
- 2.8.4 An appointment shall count as one appointment for compensation purposes for all multiple cases involving the same defendant and arising from the same

criminal transaction if the same attorney is appointed.

- 2.8.5 In the event an action is dismissed without prejudice at any stage of court proceedings within the scope of legal representation, 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.
- 2.9 The scope of work as defined by this RFQ shall not include 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.
- 2.10 So as to provide for reasonable required access by the defendant to appointed counsel, the attorney(s) shall maintain a fully functional law office within Calhoun County 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.
- 2.11 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.

3.0 PROPOSAL EVALUATION CRITERIA

It is the intent of Calhoun County to conduct a comprehensive, fair and impartial evaluation of the qualifications received in response to this request. All attorney(s) responding to this proposal will be evaluated by a panel of County and Court administrative staff. The

qualification based selection and the resulting recommendation for case appointments will be made to the Circuit Court Judges and the Calhoun County Board of Commissioners. Calhoun County and the 37th Judicial Circuit Court reserve the right to reject any and all proposals and to negotiate based upon proposals received. Contracts awarded will not be transferable or assignable without the consent of Calhoun County and the 37th Judicial Circuit Court. The proposal(s) selected will be that response deemed most advantageous to Calhoun County and the 37th Circuit Court, based on the following criteria presented in order of importance:

3.1 Firm/Attorney(s) Qualifications

3.1.1 Compliance with 37th Judicial Circuit Court of Michigan Policy/Procedure Directive, Attorney Eligibility for Assignments

3.1.2 Firm/Attorney(s) Qualifications

3.2 Firm/Attorney(s) Resources Available to Provide Quality Representation

3.2.1 Attorney to Case Ratio

3.2.2 Support Staff and Legal Resources

3.2.3 Ability to provide coverage of appointments in the event of illness, unavailability, disability or disqualification.

3.2.4 Ability to provide legal representation and maintain required independence for co-defendants.

3.2.5 If currently under contract any relevant performance evaluation results.

3.3 Compliance Factors

3.3.1 Concurrence with proposed contract terms and conditions

3.3.2 Compliance with MCR 6.005(H)

3.3.3 Insurance Requirements

3.4 Law Office Location in Proximity to Justice Center

4.0 CONTENTS OF PROPOSAL

Proposals shall have all request for information numbered and answered completely. The narrative portion and the materials presented in response to request for a statement of qualifications shall be submitted in the same order as presented in this section of the Request for Qualifications.

4.1 Statement of Compliance and specific qualifications in relation to the 37th Judicial Circuit Court of Michigan Policy/Procedure Directive, Attorney Eligibility for Assignments.

- 4.1.1 Good standing of the State Bar of Michigan
- 4.1.2 List of Attorney(s) by Level (as defined in Circuit Court Directive) with documentation for case experience including case and jurisdiction.
- 4.2 A brief summary of the responding firm or partnership, if applicable.
- 4.3 Resume of the participating attorney(s)
- 4.4 Number of cases requested for appointment in each year of the agreement. Please note that the actual number of appointments will be determined by the COURT. This may result in the number being lower than the amount requested.
- 4.5 Description of firm/attorney(s) support resources for legal services.
- 4.6 A brief statement of how cases would be covered in the event of illness, unavailability, or other disability or disqualification.
- 4.7 Name of the individual attorney(s) expected to be assigned cases. If multiple attorneys present joint proposals, explain the relationship as it relates to the requirement for independent counsel in the event that court appointments for co-defendants are awarded within the same attorney group.
- 4.8 Statement of understanding and compliance with MCR 6.005(H)
- 4.9 Description of law office(s) which will be utilized in the provision of legal services described in this RFQ. For each office provide the following;
 - 4.9.1 Location (if an attorney works out of multiple offices, state which office serves as the **primary office**)
 - 4.9.2 Staffing level
 - 4.9.3 Office Hours
 - 4.9.4 Size of Office Space

5.0 RESPONSE TO RFQ

Statements of Qualifications must arrive at the Purchasing Department and be time stamped on or before the date and time specified on the first page of this RFQ. Respondents are responsible for the timely receipt by the Purchasing Department of their statements of qualifications notwithstanding delays resulting from postal handling or any other reasons.

LATE PROPOSAL PACKETS WILL NOT BE CONSIDERED.

ATTACHMENT A

**37th JUDICIAL CIRCUIT OF MICHIGAN
DIRECTIVE**

RE: Indigent Defense Contract Appointments and Procedures

1. Attorneys receiving appointments to represent indigent defendants charged with crimes and other matters under contract with the 37th Judicial Circuit Court and Calhoun County must possess the ability and competence required by the United States and Michigan Constitutions, case law and the Code of Professional Conduct. An attorney who wishes to receive appointments shall file an application with the Circuit Court Administrator. The application shall contain information regarding the attorney's prior criminal case trial experience, professional qualifications and such other matters as the court deems appropriate. Applicants shall verify their prior experience by providing such documentation as the Administrator requests.
2. Based on the information contained in the application and on a review of the applicant's prior criminal case experience, attorneys who are members in good standing of the State Bar of Michigan will be classified by the Chief Circuit Judge as follows:
 - A. Level A (formerly levels 1 and 2): May receive appointments to represent defendants charged with non capital felonies and probation violations in felony cases. In addition, may receive appointments to view investigatory lineups cognizable by the Circuit Court.
 - B. Level B (formerly level 3): Must have demonstrated actual criminal trial and sentencing experience. At least six (6) felony cases through trial and sentencing in Michigan or federal courts, during the three (3) years immediately preceding the date of application, is preferred. May be appointed to matters set forth in 2.A. above and to represent defendants charged with capital felony offenses.
3. The Chief Circuit Judge may waive the requirements for Level B when he determines that an applicant has acquired comparable experience.
4. A Level A attorney may request reclassification to Level B by filing an application with the Circuit Court Administrator.

5. An attorney's classification may be reduced or revoked by the Chief Circuit Judge. The attorney may request a meeting with the Chief Judge to review the reasons for the action. The final decision of the Chief Circuit Judge shall be in writing. Any attorney whose classification under this directive is reduced or revoked, unless otherwise notified by the Chief Circuit Judge in writing shall fulfill his/her responsibilities to represent defendants in case which are pending at the time of the Chief Judge's decision. An attorney whose classification hereunder has been reduced or revoked may apply for reinstatement at any time after a period of at least six (6) months from the date of the Chief Judge's action unless otherwise provided by the Chief Judge in his written decision.
6. The Chief Circuit Judge reserves the right to limit both eligibility for and the number of appointments based on the attorney's availability for court appearances or any factor provided for in this directive.
7. The number of appointments in a calendar year for any one attorney shall not exceed 200. The number of appointments in a calendar year for any contract involving more than one (1) attorney shall not exceed 600.
8. The Court reserves the right to assign cases to individual contracted attorneys.
9. Additional conditions of qualification for appointment include that the appointed attorney agrees to:
 - A. Either promptly appear, properly request rescheduling or adjournment or arrange for an approved, appropriately classified contract attorney to promptly appear in his/her stead at all scheduled court appearances. In the event an alternate attorney temporarily substitutes, that attorney must be prepared to fully represent the defendant and have the ability to proceed. Further, appointed counsel must notify the defendant in advance of the appearance of a temporarily substituting alternate attorney. In all other respects the appearance of a temporarily substituting attorney must be consistent with Michigan and Local Court Rules and with the requirements of the trial judge; and,
 - B. Comply with all Michigan and Local Court Rules, procedures, directives and scheduling orders; and,
 - C. Cooperate in any measure to minimize expense to the county and with all agencies in order to maximize efficient use of time and resources to all concerned.
 - D. Successfully complete minimum continuing legal education requirements as may be prescribed by the Chief Circuit Judge. In promulgating the requirements, the Chief Judge shall consider applicable recognized guidelines and standards from national and state defense and court organizations. Prior to approval, the Chief Judge will invite input from the contracted attorneys.

10. The Chief Judge will periodically review complaints and concerns received regarding competence of individual appointed attorneys. The review will include discussion of the complaints/concerns with the involved attorney. The Chief Judge may prescribe a remediation plan to resolve any issues. The plan may include, but is not limited to, such considerations as a probationary term, requiring the attorney to mentor with a more experienced attorney, and any of the items set forth in items 5 and 6 above.

This updated directive becomes effective January 1, 2013.

Dated: _____

ALLEN L. GARBRECHT,
Chief Circuit Judge

ATTACHMENT B

INDIGENT DEFENSE AGREEMENT

THIS AGREEMENT, made this _____ day of December, 2012 by and between the **COUNTY OF CALHOUN**, hereinafter referred to as the **COUNTY**, and the **37th JUDICIAL CIRCUIT COURT OF MICHIGAN**, hereinafter referred to as the **COURT**, and **INDIGENT DEFENSE CONTRACTORS _____**, hereinafter referred to as the **ATTORNEY/S**:

WITNESSETH:

WHEREAS, the **COUNTY** is in need of a just, efficient and economical system for providing attorneys, at taxpayers' expense, to defend those individuals who are charged with felony criminal offenses, and who cannot afford to retain private counsel due to indigence; and

WHEREAS, the system which appears to offer the most satisfactory fulfillment of that need is that of a contract between the **COUNTY**, the **COURT**, and one or more **ATTORNEY/S** to provide said services as may be needed; and

WHEREAS, the **ATTORNEY/S** have represented that they are ready, willing and able to provide said legal services on a contractual basis.

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

1. The effective term of this **AGREEMENT** shall be from January 1, 2013, through December 31, 2015; thereafter, if mutually agreeable, the contract can be extended on an annual basis for two additional one year terms but may not exceed five years total.

2. The **ATTORNEY/S** agree to provide legal defense services for those felony defendants determined to be indigent and for whom the **ATTORNEY/S** have been appointed and appeared, including final disposition thereof in any court having jurisdiction in the County of Calhoun, giving priority within their offices to said legal services, for up to the total amount of 600 such appointments for an attorney group or association, not to exceed 200 appointments to each individual attorney, per year of indigent felony cases, circuit court probation violations, certain criminal matter witness representations designated by law and felony-derived or investigatory lineups cognizable by the 37th Judicial Circuit Court.

3. The **ATTORNEY/S** shall represent, when appointed, only those defendants/respondents who are in fact eligible for court appointed counsel at public expense pursuant to the standards of Michigan law. In the event an **ATTORNEY** feels that an individual for whom he/she has been appointed is not or is no longer entitled to such representation under the law, the **ATTORNEY** shall bring the matter to the attention of the Circuit Court Administrator, in writing, for the further determination of the **COURT**. However, nothing set forth herein shall supersede the attorney-client privilege.

4. Representation of indigent defendants shall include the responsibilities set forth in Michigan Court Rule 6.005(H); the Michigan Rules of Professional Conduct, and the Michigan Court Rules. The responsibility of the **ATTORNEY/S** shall not extend to post conviction appeals.

5. The **ATTORNEY/S** eligible to receive appointments under the terms of this **AGREEMENT**, and their current competence classifications consist of:

- {a}
- {b}
- {c}
- {d}

6. This **AGREEMENT** shall not cover the costs of transcripts, witness fees, mileage fees for witnesses, costs of service of process, of polygraph tests, psychiatric examinations for defendants, expert witness fees, or the same kinds of out-of-pocket costs, which shall be paid by the **COUNTY** separate and apart from this **AGREEMENT**, upon motion for and approval by the **COURT**.

7. In any case in which representing more than one defendant would create a conflict of interest, or when the interests of one defendant would create a conflict of interest, or when the interests of one defendant would create a conflict of interest with another indigent defendant, or when the interests of one defendant so conflict with the interests of other defendants that prejudice could result from joint representation, the **COURT** may make the appointment from another contracted firm, group or **ATTORNEY** for legal services in the representation of indigent defendants in felony actions cognizable by the 37th Judicial Circuit Court. If at any time the contracted **ATTORNEY/S** cannot represent an indigent defendant because of a conflict of interest, the **COURT** shall appoint other counsel and the **COUNTY** shall pay for said legal services so furnished.

8. The **ATTORNEY/S** shall maintain a fully functional law office within Calhoun County, Michigan at the expense of the **ATTORNEY/S** and shall maintain their primary practice of law at said office. The **ATTORNEY/S** agree to provide adequate personnel, such as secretaries or clerks, to staff said office.

9. The **ATTORNEY/S** agree to maintain adequate professional liability insurance, hold harmless and indemnify the **COUNTY**, the **COURT**, and the **CALHOUN COUNTY BOARD OF COMMISSIONERS**, the **JUDGES**, and their agents, officers, and employees from any and all liability arising out of the **ATTORNEY/S**' acts or omissions arising under the terms of this **AGREEMENT**. The **ATTORNEY/S** shall not be liable for any claims, demands, damages, costs, expenses or attorney fees arising out of an act or omission on the part of the **COUNTY** and the **COURT**, 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, 2013. Attorneys will be required to maintain required levels of insurance throughout the term of the contract and to notify the **COUNTY** and the **COURT** of any changes in insurance coverage.

10. Except as otherwise noted herein, for the performance of the legal services described herein, each of the **ATTORNEY/S** shall receive from the **COUNTY** the amount of four hundred and eighty five dollars (\$485) per appointment except as may be otherwise specified herein.

For the option years four and five, the Contractor or the County shall be entitled to request an annual price adjustment of the foregoing per appointment rates. The request for price adjustment by the Contractor shall be submitted to the County Court within thirty (30) days before the contract anniversary date of each year, beginning with the end of the third year of the contract term. The price adjustment shall be based upon the lower of 3% or the percentage change in the all item component for urban consumers of the Consumers Price Index for the Midwest Region, as published by the Department of Labor, Bureau of Labor Statistics.

Notwithstanding the foregoing amounts, if retained or other appointed counsel substitutes for appointed counsel prior to or at preliminary examination or the pre-examination conference, then the amount is \$50 per appointment. Further, if the appointment is to attend an investigatory line up or to represent a criminal witness, then the amount is \$300 per appointment.

Per Diem Trial Time (if in excess of four [4] hours of court session time in any compensable day: Four Hundred (\$400) dollars.*

Per Diem Trial Time (if four [4] hours or less of court session time in any compensable day: Two Hundred (\$200) Dollars.*

*Denotes that a per diem amount of \$400 for each day of trial in excess of four (4) hours of court session time, and \$200 for four hours or less of court session time, is to be paid in any appointed felony case which extends beyond two compensable full days. Cases extending to the third full day of trial will be paid retroactively to and including the first day of trial.

An appointment shall count as one appointment for compensation purposes for all multiple cases involving the same defendant and arising from the same transaction if the same **ATTORNEY** is appointed.

In the event an action is dismissed without prejudice at any stage of court proceedings within the scope of legal representation set forth in Paragraph 4 hereof, and is subsequently, during the term of this **AGREEMENT**, reissued or filed again, and the same **ATTORNEY** is again appointed, said reappointment shall not constitute a new or additional appointment for compensation purposes. If an **ATTORNEY** other than the originally appointed **ATTORNEY** is subsequently appointed to a reissued case, then that appointment shall constitute a new appointment for compensation purposes.

The **COUNTY** shall make payments to the **ATTORNEY/S** by the 15th day of each month, in monthly installments equal to 70% of 1/12th of the estimated number of appointments that the **ATTORNEY/S** have been approved for in response to their proposal request. Additional payments for trial time and other reimburseable expenses as provided herein, shall be made as completed and billed to the **COURT** by the **ATTORNEY/S**. The **COURT** will perform quarterly reconciliations and submit them to the **COUNTY** by the fifteenth (15th) day of the month following the end of each quarter. The **COUNTY** will then make adjustments up or down according to the number of

appointments made during that period. Said payments shall be forwarded to the **ATTORNEY/S** at the business address previously provided.

11. It is understood by the parties hereto that other **ATTORNEY/S** have entered into an **AGREEMENT** with the **COUNTY** and the **COURT**, with each **ATTORNEY** agreeing to undertake a certain number of appointments and to provide legal defense services for indigent defendants charged with criminal offenses and containing the same provisions as set forth in this **AGREEMENT**.

12. The **COURT** may assign appointments to each **ATTORNEY** contracting with the **COURT** and **COUNTY** for indigent criminal defense in an approximately equal number and on a rotating basis within the competence classification of each **ATTORNEY**. If applicable, **ATTORNEY/S** under this **AGREEMENT** who are solo practitioners may be assigned the number of cases they have proposed to the **COUNTY** and which the **COUNTY** has accepted, provided they file a joint appearance with another qualified **ATTORNEY** and/or establish a law firm or submit a letter of arrangement subject to the prior approval of the **COURT** to assure the **COURT** reasonable coverage of assignments. The **COURT** may require, pursuant to Court Rule, that replacement of the *assigned* **ATTORNEY**, permanently or temporarily, requires prior approval of the assigned Judge.

13. This **AGREEMENT** may be terminated by the **COUNTY**, the **COURT**, or the **ATTORNEY/S** in the event the State of Michigan should preempt or modify the system for criminal case indigent defense; or, after notice, hearing, and finding by the Chief Judge of good cause, for failure of the **ATTORNEY/S** to comply with the Policy/Procedures Directive of the 37th Judicial Circuit Court dated January 1, 2013 (*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, 2013 (*Directive Attached*), the Michigan Rules of Professional Conduct and the Michigan Court Rules. All subcontracting **ATTORNEY/S** and **ATTORNEY/S** participating in a group or association of attorneys will be expected to sign a contract.

15. Attorney(s) receiving appointments under this contract agree to participate, and will have the appropriate equipment to participate, in all provisions of the Michigan Court Rules concerning electronic processing of pleadings, of discovery and of any other exchange of information which are presently in effect or which take effect during the life of this contract.

Attorney(s) shall receive, at the option of the court, all court issued notices and documents in cases for which appointed under this agreement via email or other electronic means and shall keep the Court Administrator advised of their current email address to which such notices and/or documents may be sent.

Should the Michigan Supreme Court adopt rules permitting or requiring “e-filing” generally during the term of the agreements the parties will meet to discuss and resolve implementation matters related thereto.

16. Unless otherwise modified herein, the terms and conditions contained in RFQ #112-12, Attorney’s Response to RFQ #112-12, are incorporated as part of this **AGREEMENT**. In the event of conflict, the documents shall prevail in the following order: This **AGREEMENT**, RFQ #112-12, Attorney’s Response to RFQ #112-12.

17. Notices and communications required pursuant to the terms of this **AGREEMENT** shall be addressed as follows: for the **COUNTY**, to the Calhoun County Administrator/Controller, County Building, 315 West Green Street, Marshall, MI 49068; for the **COURT**, to the Circuit Court Administrator, 161 East Michigan Avenue, Battle Creek, MI 49014-4066; for the **ATTORNEY/S**, to

IN WITNESS WHEREOF, the parties hereto have executed the foregoing **AGREEMENT** on the date and year first above written.

COURTS/COUNTY OF CALHOUN

ATTORNEY/S
