

**CALHOUN COUNTY  
REQUEST FOR QUALIFICATION  
CALHOUN COUNTY ADMINISTRATOR'S OFFICE  
PURCHASING DIVISION  
FELONY INDIGENT DEFENSE RFQ #128-15**

The County of Calhoun (the County) and the 37<sup>th</sup> Judicial Circuit Court (the Court) are seeking statements of qualifications for felony indigent public defense from qualified and experienced attorneys, law firms and associations. The County and the Court may choose to execute agreements 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](mailto:bwilcox@calhouncountymi.gov)

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

**Tuesday, November 17, 2015; 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 #128-15".***

***LATE PROPOSALS WILL NOT BE ACCEPTED.***

## 1.0 INTRODUCTION TO SCOPE OF WORK

Calhoun County and the 37<sup>th</sup> Judicial Circuit Court are seeking statements of qualifications for felony indigent public defense from qualified and experienced attorneys, law firms and associations for certain cases and/or actions filed on or after January 1, 2016 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 37<sup>th</sup> Judicial Circuit Court. Caseload projections indicate that there will be a total of approximately 1200 - 1400 cases/appointments annually assigned by the court on a pro rata basis to contracted attorneys. It is anticipated that each contracted attorney will receive approximately 110 appointments. It is further anticipated that 3 attorneys (and/or groups/associated attorneys) will be selected as a result of this RFQ supplementing ten (10) previously contracted attorneys who have accepted one (1) year extensions of their contracts with the Court and County through 12/31/16.

## 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 37<sup>th</sup> 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 Rules including, but not limited to MCR 6.005(H); the Michigan Rules of Professional Conduct; the Michigan Court Rules; and standards required by the Michigan Indigent Defense Commission Act. The 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 contracts offered by the Court/County which shall become effective January 1, 2016, for a one (1) year period. An additional option year 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, 2016. 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. Further, no attorney may participate in more than one (1) such contract (other than to occasionally act as back up for a contracted attorney on a specific case or cases as agreed to in advance by the trial judge assigned to the case.)
  - 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 appointments made in calendar year 2016. For the option year, 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 prior to December 1, 2016.

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 requiring “e-filing” generally effective during the term of the contract 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 37<sup>th</sup> Judicial Circuit Court reserve the right to reject any and all proposal. Contracts awarded will not be transferable or assignable without the consent of Calhoun County and the 37<sup>th</sup> Judicial Circuit Court. The proposal(s) selected will be that response deemed most advantageous to Calhoun County and the 37<sup>th</sup> Circuit Court, based on the following criteria presented in order of importance:

#### 3.1 Firm/Attorney(s) Qualifications

3.1.1 Compliance with 37<sup>th</sup> 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 37<sup>th</sup> 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 Description of firm/attorney(s) support resources for legal services.
- 4.5 A brief statement of how cases would be covered in the event of illness, unavailability, or other disability or disqualification.
- 4.6 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.
- 4.7 Statement of understanding and compliance with MCR 6.005(H)
- 4.8 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;
  - 4.8.1 Location (if an attorney works out of multiple offices, state which office serves as the **primary office**)
  - 4.8.2 Staffing level
  - 4.8.3 Office Hours
  - 4.8.4 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**

Refer to attached Court Directive dated September, 2015, effective January 1, 2016.

**37<sup>th</sup> 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 37<sup>th</sup> Judicial Circuit Court and Calhoun County must possess the ability and competence required by the United States and Michigan Constitutions, case law, the Code of Professional Conduct and any requirements of the Michigan Indigent Defense Commission. 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. The Chief Circuit Judge may also suspend the requirements of level B for a specified time to permit an applicant to either attain the requirements or comparable experience. During the term of the temporary suspension of requirements, the applicant must work under the direction of an experienced criminal defense attorney approved in writing by the Chief Circuit Judge when performing services as to cases requiring a Level B classification.**
- 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.

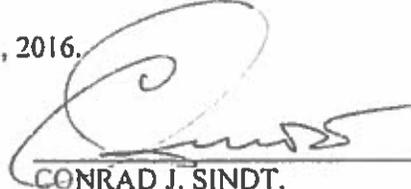
6. The Chief Circuit Judge reserves the right to limit both eligibility for and the number of appointments based on the attorney's availability for court appearances or any factor provided for in this directive.
7. The number of appointments in a calendar year for any one attorney shall not exceed 200. The number of appointments in a calendar year for any contract involving more than one (1) attorney shall not exceed 200 per attorney signing the contract. Effective January 1, 2016, no attorney may participate in more than 1 felony indigent defense agreement except that the attorney may act as back up in a cases or cases on an ad hoc basis as approved by the trial judge assigned to the case.
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, 2016.

Dated: \_\_\_\_\_

9/10/15



\_\_\_\_\_  
CONRAD J. SINDT,  
Chief Circuit Judge

***ATTACHMENT B***

**Refer to attached “INDIGENT DEFENSE AGREEMENT.”**

## **INDIGENT DEFENSE AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_ day of December, 2015, 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 CONTRACTOR/S** \_\_\_\_\_, 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, 2016, through December 31, 2016; if mutually agreeable to the parties, the contract can be extended through December 31, 2017.

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. Notwithstanding any other provision of this agreement of RFQ #128-15, no attorney may participate in more than one (1) agreement other than to occasionally act as back up for a contracted attorney on a specific case or cases as agreed to in advance by the trial judge assigned to the case.

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 Rules including, but not limited to MCR 6.005(H); the Michigan Rules of Professional Conduct; and, standards required by the Michigan Indigent Defense Commission Act. 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 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 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, 2016. 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 appointments in calendar year 2017, the Contractor or the County shall be entitled to request a price adjustment of the foregoing per appointment rates. The request for price adjustment by the Contractor shall be submitted to the Court prior to December 1, 2016. The price adjustment shall be based upon the lower of 3% or the percentage change in the all item component for urban consumers of the Consumers Price Index for the Midwest Region, as published by the Department of Labor, Bureau of Labor Statistics.

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

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

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

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

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

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

The **COUNTY** shall make payments to the **ATTORNEY/S** by the 15<sup>th</sup> day of each month, in monthly installments equal to 70% of 1/12th of the estimated number of appointments that the **ATTORNEY/S** have been approved for in response to their proposal request, the monthly amount thus computing to \$ \_\_\_\_\_. Additional payments for trial time and other reimbursable expenses as provided herein, shall be made as completed and billed to the **COURT** by the **ATTORNEY/S**. The **COURT** will perform quarterly reconciliations and submit them to the **COUNTY** by the fifteenth (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 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 37<sup>th</sup> Judicial Circuit Court dated September 10, 2015, effective January 1, 2016 (directive attached), the Michigan Rules of Professional Conduct, standards adopted pursuant to the Michigan Indigent Defense Act; 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 requiring "e-filing" generally which become effective during the term of the agreement the parties will meet to discuss and resolve implementation matters related thereto.

16. Unless otherwise modified herein, the terms and conditions contained in RFQ #128-15 and the Attorney's Response to RFQ # 128-15, are incorporated as part of this AGREEMENT. In the event of conflict, the documents shall prevail in the following order: This AGREEMENT, RFQ #128-15, Attorney's Response to RFQ #128-15.

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

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

**COURTS/COUNTY OF CALHOUN**

**ATTORNEY/S**

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