

STATE OF MICHIGAN

54TH JUDICIAL CIRCUIT AND FAMILY COURTS

COURT ADMINISTRATOR
440 NORTH STATE STREET
CARO, MICHIGAN 48723-1594
Phone: (989) 672-0075 Fax: (989) 672-2169

Honorable Patrick R. Joslyn
Circuit Judge

Mary Lou Burns
Court Administrator/Friend of the Court

November 2, 2010

RE: Request for bids – COURT APPOINTED ATTORNEYS

Dear Counsel:

Attached you will find proposed contracts for court-appointed counsel for the following:

- NEGLECT/ABUSE PARENTS REPRESENTATION (approximately 30 pending cases)
- NEGLECT/ABUSE GUARDIAN AD LITEM (approximately 40 pending cases)
- JUVENILE DELINQUENCY REPRESENTATION (approximately

Please note that these are twenty-five (25) month contracts and begin on 12/01/2010, in order to provide time for transfer of cases and preparation of substitution of counsel, etc.

All written bids should be submitted to the Circuit Court Administrator **no later than November 15, 2010.**

Mary Lou Burns
Court Administrator

**CONTRACT FOR REPRESENTATION AS ATTORNEY ON BEHALF
OF PARENT(S) INVOLVED IN PETITIONS ALLEGING CHILD
NEGLECT/ABUSE FILED IN THE
54TH JUDICIAL CIRCUIT COURT - FAMILY DIVISION**

The 54th Judicial Circuit Court Family Division, (the Court), and _____,
attorney at law, (court appointed counsel) agree as follows:

1. The term of this agreement shall be from the first day of December 2010, until the thirty-first day of December 2012.
2. Court appointed counsel shall be appointed to, and shall accept, all appointments of counsel on behalf of parent(s) for all petitions alleging neglect/abuse authorized by the Court during the term of this agreement.

Further, court appointed counsel shall assume representation of the parent(s) in all pending cases (as of 01/01/2011) where the parent(s) are represented by other counsel pursuant to previous contractual appointments. Court appointed counsel shall obtain and file with the Court a fully executed Substitution Of Counsel (MC 306) regarding said pending cases.

3. Court appointed counsel shall represent solely and exclusively the interests of the parent(s) throughout all court proceedings until their conclusion in the Family Division, or until otherwise relieved of said responsibility . The scope of this representation shall not include appeals. The term "conclusion" is understood to mean that the Family Court no longer retains jurisdiction over the case as a result of the matter being dismissed, discharged, or termination of the parental rights.
4. The Court will make accommodations when possible, to schedule proceedings in order to minimize court appointed counsel's required attendance at court. Court appointed counsel shall give appointed cases preference over all other matters. When a scheduling conflict occurs, court appointed counsel shall be responsible for providing a substitute counsel to represent the legal interests of the parent(s) for a particular hearing or proceeding.
5. If the Court determines that there exists a conflict of interest which prevents court appointed counsel from representing the parent(s), the Court shall appoint a substitute attorney, the cost of which shall be paid by the Court.

6. The court appointed counsel represents that he/she is an attorney in good standing with the State Bar of Michigan and knows of no pending disciplinary proceedings by appropriate grievance authorities directed against said attorney. Any suspension or disbarment of said attorney shall be cause for rescission of this agreement.
7. The court, in consideration of this agreement, shall pay the court appointed counsel the sum of _____, to be paid in equal monthly installments of _____. Payment shall begin on the 1st day of January 2011, and continue on the first of each month thereafter until paid in full for the year 2012.
8. This agreement, including the proceeds thereof, is not transferable or assignable to any third person, corporation or entity.
9. When it shall become necessary for witnesses to be called on the defendant's behalf, subpoenas shall be prepared by the court appointed counsel and served on the witness as directed by the court. Payment of witness fees shall be made by the court. Prior approval for any expert witness or extraordinary fees, if necessary, shall be obtained from the court by the court appointed counsel
10. The court appointed counsel is an independent legal service provider and at no time shall be considered an employee of the court or Tuscola County. The court appointed counsel shall provide his own professional liability insurance with limits no less than the standard limits of the legal community and agrees to provide to the court proof of said insurance. The court appointed counsel agrees to hold the court harmless from any and all liability arising out of the court appointed counsel's acts or omissions in carrying out the terms, conditions and requirements of this agreement.
11. If a conflict of interest as defined by the Rules of Professional Conduct arises between counsel and an alleged perpetrating parent, court-appointed counsel shall prepare and file an appropriate motion to withdraw. Upon the granting of such motion, the court may appoint alternate counsel for the alleged perpetrating parent. The court shall be responsible for the payment of all fees and costs attributable to the appointment of alternate counsel.
12. Either party may terminate this contract upon 30 days written notice to the other party. The Court shall appoint other counsel on all petitions filed with the Court from and after the date of such notice. If either party terminates the contract under this provision, court-appointed counsel shall be compensated at the contract rate between the date of notice and the date upon which such termination becomes effective.
13. If any term or provision of this agreement is determined to be unlawful, null, or void, the remaining terms of the agreement shall remain in full force and effect.

This document incorporates the complete understanding and agreement of the parties.

Dated: _____

Hon. Patrick R. Joslyn P15613
Chief Judge of the 54th Judicial Circuit Court

Dated: _____

Mary Lou Burns, Circuit/Family Ct Administrator

Dated: _____

Attorney at Law

**CONTRACT FOR ATTORNEY REPRESENTATION FOR
JUVENILES IN DELINQUENCY CASES FILED IN THE
54TH JUDICIAL CIRCUIT COURT**

The 54th Judicial Circuit Court, Family Division, (the Court), and _____
_____, attorney at law, (court appointed counsel) agree as follows:

1. The terms of this agreement shall be from the first day of December 2010, and terminating on the thirty-first day of December 2012.
2. Court appointed counsel shall be appointed to, and shall accept, all appointments of counsel pursuant to MCR 3.915(A) on behalf of juveniles in all delinquency cases (including cases designated for trial in the Family Court in the same manner as an adult, but not including juveniles who are waived to Circuit Court or who are charged as adults) authorized by the Court during the term of this agreement.

Further, court appointed counsel shall assume representation of the juveniles in all pending cases (as of 01/01/2011) where the juveniles are represented by other counsel pursuant to previous contractual appointments. Court appointed counsel shall obtain and file with the Court a fully executed Substitution Of Counsel (MC306) regarding said pending cases.

3. The Court will make accommodations when possible, to schedule proceedings in order to minimize court appointed counsel's required attendance at court. Court appointed counsel shall give appointed cases preference over all other matters. When a scheduling conflict occurs, court appointed counsel shall be responsible for providing a substitute counsel to represent the legal interests of the juvenile for a particular hearing or proceeding.
4. If the Court determines that there exists a conflict of interest which prevents court appointed counsel from representing the juvenile, the Court shall appoint a substitute attorney, the cost of which shall be paid by the Court.
5. The court appointed counsel represents that he/she is an attorney in good standing with the State Bar of Michigan and knows of no pending disciplinary proceedings by appropriate grievance authorities directed against said attorney. Any suspension or disbarment of said attorney shall be cause for rescission of this agreement. In addition, either party to this contract may terminate this agreement at its sole discretion upon 30 days written notice to the other party.
6. The court, in consideration of the provision of this agreement, shall pay the court appointed counsel the sum of _____ dollars (\$_____), to be paid in equal monthly installments of _____ (\$_____) beginning 30 days from the commencement of the second month of this contract, on the first of each month commencing February 1, 2011, and

approximately each 30 days thereafter, on the first day of each month, until paid in full for calendar year 2012.

7. Court appointed counsel shall be responsible for paying the compensation of any substitute counsel, under paragraph 4 of this agreement, who shall be deemed to be the agent of the court appointed counsel for the purpose of this agreement. The court appointed counsel agrees to hold the court harmless from any costs associated with the court appointed counsel's use of a substitute counsel under paragraph 4 above.
8. When it shall become necessary for witnesses to be called on the defendant's behalf, subpoenas shall be prepared by the court appointed counsel and served on the witness as directed by the court. Payment of witness fees shall be made by the court. Prior approval for any expert witness or extraordinary fees, if necessary, shall be obtained from the court by the court appointed counsel.
9. This agreement, including the proceeds thereof, is not transferable or assignable to any third person, corporation or entity.
10. The court appointed counsel is an independent legal service provider and at no time shall be considered an employee of the court or Tuscola County. The court appointed counsel shall provide his/her own professional liability insurance with limits no less than the standard limits of the legal community and agrees to provide to the court proof of said insurance. The court appointed counsel agrees to hold the court harmless from any and all liability arising out of the court appointed counsel's acts or omissions in carrying out the terms, conditions and requirements of this agreement.
11. This document incorporates the complete understanding and agreement of the parties.
12. If any term or provision of this agreement is determined to be unlawful, null, or void, the remaining terms of the agreement shall remain in force and effect.

This document incorporates the complete understanding and agreement of the parties.

Dated: _____

Hon. Patrick R. Joslyn P15613
Chief Judge of the 54th Judicial Circuit Court

Dated: _____

Mary Lou Burns
Circuit & Family Courts/Administrator

Dated: _____

Attorney at Law

**CONTRACT FOR REPRESENTATION AS GUARDIAN AD LITEM ON BEHALF
OF CHILDREN IN ABUSE AND NEGLECT CASES ASSIGNED TO
THE 54TH JUDICIAL CIRCUIT COURT FAMILY DIVISION**

The 54th Judicial Circuit Court, Family Division, (the Court) and _____
_____, (court appointed counsel) agree as follows:

1. The terms of this agreement shall be from the 1st day of December 2010, terminating on the 31st day of December 2012.
2. Court appointed counsel shall be appointed to, and shall accept, all appointments of counsel on behalf of child(ren) for all petitions alleging neglect/abuse authorized by the Court during the term of this agreement.

Further, court appointed counsel shall assume representation of the children in all pending cases (as of 01/01/2011) where the child(ren) are represented by other counsel pursuant to previous contractual appointments. Court appointed counsel shall obtain and file with the Court a fully executed Substitution Of Counsel MC306 regarding said pending cases.

3. The Court will make accommodations when possible, to schedule proceedings in order to minimize court appointed counsel's required attendance at court. Court appointed counsel shall give appointed cases preference over all other matters.
4. When a scheduling conflict occurs, court appointed counsel shall be responsible for providing a substitute counsel to represent the legal interests of the child(ren) for a particular hearing or proceeding.
5. If the Court determines that there exists a conflict of interest which prevents court appointed counsel from representing the child(ren), the Court shall appoint a substitute attorney, the cost of which shall be paid by the Court.
6. Court appointed counsel shall represent solely and exclusively the interests of the child(ren)/parents throughout all court proceedings until their conclusion in the Family Division, or until otherwise relieved of said responsibility . The scope of this representation shall not include appeals. The term "conclusion" is understood to mean that the Family Court no longer retains jurisdiction over the case as a result of the matter being dismissed, discharged, or termination of the parental rights.
7. The court appointed counsel agrees to perform the duties prescribed to a guardian ad litem pursuant to MCL 712A.17d, MCR 3.915 and MCR 3.916 and any successor statute or court rule.

8. The court appointed counsel represents that he/she is an attorney in good standing with the State Bar of Michigan and knows of no pending disciplinary proceedings by appropriate grievance authorities directed against said attorney. Any suspension or disbarment of said attorney shall be cause for rescission of this agreement. In addition, the court may terminate this agreement at its sole discretion based upon performance considerations upon 30 days written notice to the court appointed counsel.
9. The court, in consideration of the provisions of this agreement shall pay the court appointed counsel the sum of _____ in equal monthly installments of _____ (\$ _____), beginning January 1, 2011, and continuing approximately each 30 days thereafter until the year 2012 is paid in full.
10. Court appointed counsel shall be responsible for paying the compensation of any substitute counsel, under paragraph 5 of this agreement, who shall be deemed to be the agent of the court appointed counsel for the purposes of this agreement. The court appointed counsel agrees to hold the court harmless from any costs associated with the court appointed counsel's use of a substitute counsel under paragraph 5 above.
11. When it shall become necessary for witnesses to be called on the defendant's behalf, subpoenas shall be prepared by the court appointed counsel and served on the witness as directed by the court. Payment of witness fees shall be made by the court. Prior approval for any expert witness or extraordinary fees, if necessary, shall be obtained from the court by the court appointed counsel.
12. This agreement, including the proceeds thereof, is not transferable or assignable to any third person, corporation or entity.
13. The court appointed counsel is an independent legal services provider and at no time shall be considered an employee of the court or Tuscola County. The court appointed attorney shall provide his/her own professional liability insurance with limits no less than the standards limits of the legal community and agrees to provide to the court proof of said insurance. The court appointed counsel agrees to hold the court harmless from any and all liability arising out of the court appointed counsel's acts or omissions in carrying out the terms, conditions and requirements of this agreement.
14. The court appointed counsel may not represent parents in abuse and neglect proceedings before the 54th Judicial Circuit Court Family Division during the term of this agreement. However, if a conflict should arise because of previous representation, upon the court's concurrence in determining such a conflict does exist, the court shall appoint a substitute counsel. Under these circumstances the court shall be responsible for paying the substitute counsel.

15. If at any time during the period of this agreement the court determines that separate counsel should be appointed for multiple respondents in a neglect and abuse case, the court will appoint a contract attorney to represent one respondent and independent counsel will be appointed to represent the other respondent from a rotation list of attorneys.

16. This document incorporates the complete understanding and agreement of the parties.

17. If any term or provision of this agreement is determined to be unlawful, null or void, the remaining terms of the agreement shall remain in force and effect.

Dated _____

Honorable Patrick R. Joslyn (P15613)
Chief Circuit Court Judge

Dated _____

Mary Lou Burns, Court Administrator

Dated _____

Court Appointed Counsel