

STATE OF MICHIGAN



TUSCOLA COUNTY
PROBATE COURT

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AMANDA L. ROGGENBUCK
PROBATE JUDGE

June 21, 2011

RE: Request for bids – COURT APPOINTED ATTORNEYS

Dear Counsel:

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

DEVELOPMENTALLY DISABLED PETITIONS

Please note that this is a fifteen (15) month contract and begins on October 1, 2011, in order to provide time for transfer of cases and preparation of substitution of counsel, etc.

All written bids should be submitted to the Probate Court Register **no later than August 15, 2011.**

Tuscola County Probate Court reserves the right to reject any and all bids, and to accept the bid(s) that is in the best interest of the Tuscola County Probate Court. Anyone that submits a bid is doing so of their own free will and without liability of the Tuscola County Probate Court. A bid may be awarded to a higher bidder for various reasons including but not limited to dependability experience, etc.

Bids MUST be submitted in physical form to the address specified above.

Emailed bids will be accepted; however it is the sender's responsibility to confirm receipt and accessibility.

Amanda L. Roggenbuck
Tuscola County Probate Judge

**CONTRACT FOR REPRESENTATION AS ATTORNEY ON BEHALF OF
INDIVIDUALS OR RESPONDENTS INVOLVED IN PETITIONS IN THE TUSCOLA
COUNTY PROBATE COURT**

The Tuscola County Probate Court (P-79), and _____,
attorney at law, (court appointed counsel) agree as follows:

1. The term of this agreement shall be from the first day of October, 2011 (10/01/2011), until the thirty-first day of December, 2012. (12/31/2012)
2. Court appointed counsel shall be appointed to, and shall accept, all appointments of counsel on behalf of individuals and respondents in developmentally disabled actions.

Further, court appointed counsel shall assume representation of the individuals and respondents in all pending cases as of 10/01/2011. 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 interest of the individual or respondent throughout all court proceedings until their conclusion in the Probate Court, or until otherwise relieved of said responsibility. The scope of this representation shall include appeals. The term "conclusion" is understood to mean the Probate Court no longer retains jurisdiction over the case as a result of the matter being dismissed, discharged, or other resolution with the Court discharging counsel.
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 individuals and respondents 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 individual or respondent, the Court shall appoint a substitute attorney, the costs 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 immediate rescission of this agreement, without further compensation.
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 November, 2011, and continue on the first of each month thereafter until paid in full.

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 behalf, subpoenas shall be prepared by the court appointed counsel and served on the witness as directed by the court. Court appointed counsel is responsible for all drafting, service and filling of petitions, orders, subpoenas, etc. 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/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. If a conflict of interest as defined by the Rules of Professional Conduct arises between counsel and an individual or respondent court appointed shall prepare and file an appropriate motion and order 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. The Court may terminate this contract upon 30 days written notice to counsel. The Court shall appoint other counsel on all petitions filed with the Court from and after the date of such notice. If the court 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.

Hon. Amanda L. Roggenbuck (P63764)

Date

Attorney at Law

Date