

**County of Jackson
120 W. Michigan Ave.
Jackson, MI 49201
(517) 788-4335**



BOARD OF COMMISSIONERS

**Clifford E. Herl, District 1
David F. Lutchka, District 2
Carl Rice, Jr., District 3
Philip S. Duckham III, District 4
Julie Alexander, District 5
James C. Videto, District 6
James E. Shotwell, Jr., District 7
Gail W. Mahoney, District 8
Jonathan T. Williams, District 9
Patricia A. Smith, District 10
Michael J. Way, District 11
David K. Elwell, District 12**

ELECTED OFFICIALS

**Amanda Riska, Clerk
Dan Heyns, Sheriff
Mindy Reilly, Register of Deeds
Karen Coffman, Treasurer
Geoffrey Snyder, Drain Commissioner
Hank Zavislak, Prosecuting Attorney**

COUNTY STAFF

**Adam Brown, Interim Administrator/Controller
Charles Adkins, Circuit Court Administrator
Tammy Bates, District Court Administrator
Andy Crisenbery, Friend of the Court
Gerard Cyrocki, Finance Officer
Connie Frey, IT Director
Brandon Ransom, Parks Director
Teresa Hawkins, Youth Center Director
Juli Ann Kolbe, Equalization Director
Pamela Lavers, Human Resources Director
Dr. John Maino, Medical Director
Kent Maurer, Airport Manager
Ric Scheele, Director-Fleet & Facilities Opns.
Jan Seitz, MSU Ext.-Jackson County Director
Marce Wandell, Department on Aging Director
Dave Welihan, Veterans Affairs Officer
Ted Westmeier, Health Officer**

County Commission Agenda March 15, 2011

Order of Business:

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Agenda
6. Awards and Recognitions
7. Communications and Petitions
8. Special Orders/Public Hearing(s)
9. Public Comment
10. Special Meetings of Standing Committees
11. Minutes
12. Consent Agenda
13. Standing Committees
 - A. Policy
 - B. County Affairs & Agencies
 - C. Human Services
 - D. Personnel & Finance
14. Unfinished Business
15. New Business
16. Public Comment
17. Commissioner Comment
18. Closed Session
19. Adjournment

Public Comment

Any person desiring to speak on a matter to the Board of Commissioners may do so under the Public Comment items near the beginning and end of the meeting. Please state your name and use the microphone. Please note that the Commission allocates a maximum of five minutes per individual at the beginning of the meeting and three minutes per individual at the end of the meeting for this purpose.

Consent Agenda

Items on the Consent Agenda are items generally routine in nature that have passed a Standing Committee and will be enacted by one motion and one vote. There will be no separate discussion on these items. Any Commissioner may remove an item from the Consent Agenda and it will be considered by separate motion at the proper place during the meeting.

Standing Committees

The Board of Commissioners operates under a Standing Committee system with the following Committees: Policy, County Affairs & Agencies, Human Services, Personnel & Finance. All departments of the County coordinate their business through one of the Standing Committees. The Committees then forward their recommendations to the Board of Commissioners.

Closed Session

The Board of Commissioners is permitted under the Open Meetings Act to go into Closed Session to discuss labor contracts, purchase of property, and certain employee matters if requested by the employee. A two-thirds vote of the Commission is required to go into Closed Session.

"Your interest in your County Government is appreciated"

AGENDA
JACKSON COUNTY BOARD OF COMMISSIONERS BOARD MEETING
March 15, 2011
7:00 p.m.
County Commission Chambers

***Mission Statement:** Jackson County Government, in cooperation with the community
and local governmental units, strives through a planned process
to deliver quality services that address public needs.*

1. **CALL TO ORDER** – *Chairman Steve Shotwell*
2. **INVOCATION** – *by Commissioner Phil Duckham*
3. **PLEDGE OF ALLEGIANCE** – *by Chairman Shotwell*
4. **ROLL CALL** – *County Clerk Amanda Riska*
5. **APPROVAL OF AGENDA**
6. **AWARDS & RECOGNITIONS** – None.
7. **COMMUNICATIONS/PETITIONS** – None.
8. **SPECIAL ORDERS/PUBLIC HEARINGS**
- 7:10 p.m. A. **County of Jackson Hospital Finance Authority /Allegiance Health Authorizing Resolution (03-11.10) and Public Hearing**

 Attachments:
 *Resolution (03-11.10)
9. **PUBLIC COMMENTS**
10. **SPECIAL MEETINGS OF STANDING COMMITTEES**
11. **MINUTES** - Minutes of the 2/15/11 Regular Meeting of the Jackson County Board of Commissioners

 Attachments:
 *2/15/11 Regular Meeting Minutes
12. **CONSENT AGENDA** (*Roll Call*)
 - A. **County Policy**
 1. **Resolution (03-11.9) Approving Jackson County's 2011 Legislative Agenda**

 Attachments:
 *Resolution (03-11.9)
 *2011 Legislative Agenda

B. County Affairs & Agencies

2. Court Appointed Services Contracts – Category 2 and 3

Attachments:

- *Memo from Interim Administrator/Controller regarding Court Appointed Services Contracts
- *Contracts

3. Resolution (03-11.8) Approving a Grant Application to the Michigan Natural Resources Trust Fund (MNRTF) for the Sparks Park/Inter-City Trail Connector Property Acquisition Project

Attachments:

- *Resolution (03-11.8)
- *Memo from Parks Director regarding Grant Application

C. Human Services – None.

D. Personnel & Finance

4. Resolution (03-11.7) Approve Amendments to the Intergovernmental Agreement Between Jackson County and the Michigan Land Bank Authority for the Composition of the Jackson County Land Bank Authority

Attachments:

- *Resolution (03-11.7)

5. Treasurer's Office Request to Assume Responsibility for Processing Passport Applications

Attachments:

- *Memo from Treasurer regarding request to process passport applications

6. 12th District Court – Justice Center Fund Transfer

Attachments:

- *Memo from District Court Administrator regarding Justice Center Fund
- *Memo from Interim Administrator/Controller regarding the Justice Center Fund Transfer

7. **Approve Interim Administrator/Controller Recommendation regarding Senior Management Benefit Change**

Attachments:

*Memo from Interim Administrator/Controller regarding Senior Management Benefit Change

8. **FTE Reduction – Human Resources**

Attachments:

*Memo from Interim Administrator/Controller

E. **Other Business**

9. **Claims dated 2/1/11 – 2/28/11**

Attachments: None.

13. **STANDING COMMITTEES**

A. **County Policy – Commissioner Dave Elwell** - None.

B. **County Affairs & Agencies – Commissioner Dave Lutchka**

1. **Appointments**

a. **Jackson Transportation Authority** – one public member, term to 3/2014

b. **LifeWays** – one public member, term to 3/2014

c. **Mid-South Substance Abuse Commission** – one public member, term to 12/2012

Attachments:

*Commissioner Board Appointments

*Applications

C. **Human Services – Commissioner Jon Williams** - None.

D. **Personnel and Finance – Commissioner Jim Videto** – None.

14. **UNFINISHED BUSINESS** – None.

15. **NEW BUSINESS**

A. **Administrator/Controller Search – Profile Approval**

Attachments: A handout will be provided at the meeting

16. **PUBLIC COMMENTS**

17. **COMMISSIONER COMMENTS**

18. **CLOSED SESSION** – None.

19. **ADJOURNMENT**

RESOLUTION (03-11.10)
County of Jackson Hospital Finance Authority/Allegiance Health
Authorizing Resolution

At a regular meeting of the County Commission of the County of Jackson, Michigan, held at 7:10 p.m., Eastern Standard Time, on March 15, 2011.

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by _____ and supported by _____;

WHEREAS, the County of Jackson Hospital Finance Authority (the “Authority”) proposes to make loans to W. A. Foote Memorial Hospital d/b/a Allegiance Health (the “Hospital”) to be used by the Hospital, together with other available funds of the Hospital, to refinance existing indebtedness of the Hospital, and to pay the costs related thereto; and

WHEREAS, the Authority intends to issue bonds, in one or more series, on behalf of the Hospital (collectively, the “Bonds”) in the aggregate principal amount of not to exceed \$70,000,000 to provide funds with which to make the loans to the Hospital; and

WHEREAS, the Bonds will be limited obligations of the Authority and will not constitute general obligations or debt of the County of Jackson, the State of Michigan or any political subdivision thereof; and

WHEREAS, the County Commission has held a public hearing after a notice was published as provided in, and in satisfaction of the applicable public hearing requirements of, the Internal Revenue Code of 1986, as amended (the “Code”); and

WHEREAS, the Authority has requested that this County Commission approve the issuance of the Bonds; and

WHEREAS, this County Commission desires to express its approval of the issuance of the Bonds by the Authority.

IT IS HEREBY RESOLVED BY THE COUNTY COMMISSION OF THE COUNTY OF JACKSON, AS FOLLOWS:

1. Solely for the purpose of fulfilling the public approval requirements of the Code, the County Commission of the County of Jackson, Michigan, hereby approves the issuance, sale and delivery, in one or more series, of not to exceed \$70,000,000 in aggregate principal amount of the Bonds.

2. The County Clerk is hereby directed to provide three (3) certified copies of this resolution to the Secretary of the Authority.

YEAS _____

NAYS _____

ABSTENTIONS _____

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
) ss.
COUNTY OF JACKSON)

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the County Commission of the County of Jackson, Michigan, held on the 15th day of March, 2011, and that the minutes of the meeting are on file in the office of the County Clerk and are available to the public. Public notice of the meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976.

County Clerk

las.r1-jac53

MINUTES
JACKSON COUNTY BOARD OF COMMISSIONERS BOARD MEETING
February 15, 2011
7:00 p.m.
County Commission Chambers

1. **CALL TO ORDER** – Chairman Steve Shotwell called the February 15, 2011, Jackson County Board of Commissioners Meeting to order at 7:00 p.m.

2. **INVOCATION** – *by Commissioner Carl Rice, Jr.*

3. **PLEDGE OF ALLEGIANCE** – *by Chairman Shotwell*

4. **ROLL CALL** – *County Clerk Amanda Riska*

(11) Present at time of Roll Call. Commissioners Herl, Lutchka, Rice, Duckham, Alexander, Videto, Williams, Smith, Way, Elwell, and Shotwell. Commissioner Mahoney arrived at 7:04 p.m.

5. **APPROVAL OF AGENDA**

Moved by Videto, supported by Way for Approval of the Agenda. Motion carried unanimously.

6. **AWARDS & RECOGNITIONS** – None.

7. **COMMUNICATIONS/PETITIONS** – None.

8. **SPECIAL ORDERS/PUBLIC HEARINGS**

A. Proposed Revisions to Animal Control and Protection Ordinance

Cindy Eby asked for more changes to the ordinance.

Robin Robe-Foote was in support of being more accountable for pet owners.

Joyce Kelly – owners are responsible for pet behaviors.

Bonnie Johnson – disagrees with classification and against insurance

Dave Cox – against provisions for free ranging chickens

Del Anteau – against adding more laws.

Dr. Owings – page 24-25 confusion between dangerous and potentially dangerous. Would like more input before board approves.

Oliver Lindsey – submitted written testimony and would like to make the ordinance harder on those that violate. Moved by Mahoney, supported by Way to receive documentation.

Tony Travino – spoke to the public hearing.

Charles Finch – need to respect rights of owners.

Tammy Weenik – advocates more dog training rather than ordinance revisions.

Ron Acton – supports problem dogs being trained.

Kathy Schwab – does not believe loose dogs should be punished, policy does not stop attacks.

Mike Lauer – believes the ordinance classifies too many animals dangerous.

Jill Johnson – requests a committee to consider changes.

Elizabeth Carroll – breeds are not good predictors of violence.

J.C. Smith – thinks owners should be held responsible and would like the board to take more time to review the policy before passing.

*Moved by Mahoney, supported by Herl **to End the Public Hearing.** Roll Call: (12) Yeas. Motion carried unanimously.*

9. **PUBLIC COMMENTS**

J.C. Smith presented a document to the committee on Agenda 21 – sustainability. Moved by Videto, supported by Duckham to receive documentation.

10. **SPECIAL MEETINGS OF STANDING COMMITTEES**

11. **MINUTES** - Minutes of the 1/3/11 Organizational and 1/18/11 Regular Meetings of the Jackson County Board of Commissioners

Cmr. Lutchka made a correction to the 1/18/11 Minutes under 10. A. 1. The minutes should have stated that the meeting adjourned briefly to allow for the members of the County Policy Committee to meet, not Police Committee.

*Moved by Videto, supported by Duckham **to Approve the Minutes of the 1/3/11 Organizational and the Amended Minutes of the 1/18/11 Regular Meeting of the Jackson County Board of Commissioners.** Motion carried unanimously.*

12. **CONSENT AGENDA**

*Moved by Mahoney, supported by Williams **for Approval of the Consent Agenda.** Roll Call: (12) Yeas. Motion carried unanimously.*

A. **County Policy** – None.

B. **County Affairs & Agencies**

1. **Circuit Court – Felony Defendant Contracts – Category 1**

2. **Parks – Approval of Designation of Capital Improvement Funds in the Amount of \$100,000 for Swains Lake Campground Shower/Restroom Facility**

C. Human Services

3. Local Health Department Grant Contract between the Michigan Department of Natural Resources and Environment (DNRE) and Jackson County Health Department

D. Personnel & Finance

4. Sheriff Patrol Vehicle Purchases
5. Carryover Requests – District Court, Circuit Court, Parks, IT
6. Health Department Request for Two Part-Time Social Workers (MIHP)
7. Revised Pension System By-Laws 2011-1
8. Confirmation of Audit Firm of Rehmann Robson for the Road Commission for the Period 2010-2013
9. Resolution (02-11.6) Authorizing the Jackson County Board of Commissioners to Approve Addendum to Lease No. 11221-2006 Between the County of Jackson, Michigan, and the State of Michigan (Department of Corrections)
10. Budget Adjustments
 - a. Health Department
 - b. Treasurer's Office
11. Claims dated 1/1/11 – 1/31/11

13. **STANDING COMMITTEES**

A. **County Policy – Commissioner Dave Elwell - None.**

1. **Proposed Revisions to Animal Control and Protection Ordinance**

Discussion held.

*Moved by Elwell, supported by Herl to **Approve Proposed Revisions to Animal Control and Protection Ordinance.** Roll Call: (7) Yeas. Commissioners Herl, Lutchka, Alexander, Shotwell, Mahoney, Way, and Elwell. (5) Nays. Commissioners Rice, Duckham, Videto, Williams, and Smith. Motion carried.*

B. County Affairs & Agencies – Commissioner Dave Lutchka

1. Appointments

a. Brownfield Redevelopment Authority

- Three public members, terms to 3/2014

Cmr. Lutchka stated that the committee recommended James Dunn, Dan Greer, and Natalie Stopyak. No other nominations from the floor. **James Dunn, Dan Greer, and Natalie Stopyak appointed.**

b. MSU Extension District Advisory Council

- One Commissioner member, term indefinite

Chairman Shotwell stated that the committee recommended James Videto. No other nominations from the floor. **James Videto appointed.**

C. Human Services – Commissioner Jon Williams - None.

D. Personnel and Finance – Commissioner Jim Videto

1. Administrator/Controller Search

*Moved by Videto, supported by Mahoney to **Enter into Contractual Agreement with Springsted, Inc. for Executive Search Services for County Administrator/Controller.***
Roll Call: (12) Yeas. Motion carried unanimously.

14. UNFINISHED BUSINESS – None.

15. PUBLIC COMMENTS

Sharon Renier was against the actions taken by the Board. Supports Ad Hoc Committee.

Jim Spink – encouraged including agricultural community on the Ad Hoc Committee.

16. NEW BUSINESS

Moved by Way, supported by Elwell to **Form Ad Hoc Committee to Look Further at the Animal Control and Protection Ordinance.** Motion carried unanimously.

1. Board Retreat – Session 3

Adam Brown presented options for the 2012 Budget. The Board agreed unanimously to 1) reaffirm the Board's strategic priorities, 2) approve the 2012 target of \$41,358,252, 3) approve the creation of Contingency 1 and Contingency 2 as presented, and 4) allow the Interim Administrator Controller to prepare a legislative agenda for Board approval.

17. **COMMISSIONER COMMENTS**

Cmr. Williams appreciated leadership and staff for being in good financial state.

Cmr. Lutchka announced RED days and requested volunteers.

Chairman Shotwell made an announcement regarding the Citizen of the Year dinner. He also thanked everyone for attending the meeting, and the commissioners for their work on the budget and their support for hiring search firm.

18. **CLOSED SESSION** – None.

19. **ADJOURNMENT**

Chairman Shotwell adjourned the February 15, 2011 Meeting of the Jackson County Board of Commissioners at 9:46 p.m.

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

Amanda L. Riska – County Clerk

Respectfully submitted by Carrienne VanDusseldorp – Chief Deputy County Clerk



Jackson County

Resolution

RESOLUTION (03-11.9) **Approving Jackson County's Legislative Agenda**

WHEREAS, Jackson County is interested in having its opinion known and shared with Michigan legislators; and

WHEREAS, Jackson County has the upmost respect for the challenges faced by the State of Michigan in difficult economic times; and

WHEREAS, Jackson County also faces reduced revenues and increased costs to provide essential services; and

WHEREAS, Jackson County has been responsible with regard to employee compensation, fiscal planning, and strategic planning; and

WHEREAS, Jackson County benefits from stability and long-term financial planning from other levels of government and community partners; and

NOW THEREFORE, BE IT RESOLVED, that the Jackson Board of County Commissioners does hereby approve the attached Legislative Agenda; and

BE IT FURTHER RESOLVED, that the Jackson Board of County Commissioners does hereby direct that this agenda be shared with the County Clerk's Association, State legislators and the Governor of the State of Michigan.

James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners
March 15, 2011



Jackson County

2011 Legislative Agenda

Jackson County believes in living within our means and planning for the future. The County has a five year strategic plan that speaks to our vision of community needs and a five-year financial plan, updated each year and aligned with the strategic plan. The following legislative opinions are consistent with our practice and desire to see the State of Michigan act in a like manner with long-term financial and strategic plans. We believe this practice eliminates the need for dramatic short-sighted cuts to revenues and expenditures and allows us, as an extension of the state government, to deliver critical services with continuity our citizens expect.


1. Jackson County is opposed to any legislation or budgeting that would make irresponsible cuts to revenue sharing. We define irresponsible cuts as being more than 40% of the previous year's allocation. Jackson County and other counties across the state use Revenue Sharing to support critical services such as law enforcement. Cuts of any revenue or expenditure to this magnitude demonstrate a lack of foresight. Ideally, we would like to see the State present a reasonable expectation for County governments to assist the State of Michigan with its budget challenges.
2. Similar to Revenue Sharing, the county will not support the elimination of Personal Property Tax, without consideration for financially supporting the services they support. We believe this would be a short-sighted elimination of a source of local revenue in an irresponsible manner. Any combination of Personal Property Tax elimination and Revenue Sharing reduction would have a devastating impact on our ability to provide critical services. Any combination of cuts should be proportional to the elimination of unfunded state mandates.
3. Jackson County supports the desire to make appropriations based on collaboration and performance. Jackson County has already implemented service sharing and consolidation with other forms of government in information technology, human resources, law enforcement, and parks. Jackson County has entered collaborative agreements with the City of Jackson, Jackson County Intermediate School District, Hillsdale County, LifeWays, Livingston County, the Jackson County Road Commission, the Jackson County Medical Care Facility, a non-profit economic development corporation, and multiple townships throughout the county. As an organization, we seek to remain cost efficient through the use of performance measurement, which we collect county-wide.
4. In seeking collaborative arrangements and shared services, we have experienced barriers with regard to state legislation that facilitates these agreements. There are some Public Acts under which to combine services between levels of local government, but none provide the flexibility to move these arrangements expeditiously. Jackson County supports legislation that facilitates the ability of all levels of government to share services.



Jackson County ADMINISTRATOR/CONTROLLER

Adam J. Brown, Interim Administrator/Controller

TO: County Affairs & Agencies Committee
Board of County Commissioners

FROM: Adam J. Brown
Interim Administrator/Controller 

SUBJECT: Court Appointed Services Contract – Category 2 & 3

DATE: February 28, 2011

Motion Requested

The (County Affairs & Agencies Committee or Board of County Commissioners) approves the selection of the attached contracts for Court appointed services in the Circuit Court for the remainder of 2011 and all of 2012. Furthermore the Board of County Commissioners waives the requirement under County Policy 5100 to have \$1,000,000 of general liability insurance coverage in lieu of \$100,000 of professional liability coverage per claim.

I. Background

- A. The contracts for the 4th Circuit Court court-appointed services for felony defendants expired on December 31, 2010.
- B. In cooperation with the 4th Circuit Court, the County Administrator/Controller's Office agreed to take over solicitation of these services with the understanding that the 4th Circuit Court Judges would provide an assessment of professional qualifications.
- C. On December 3rd the County Administrator's Office released a request for qualifications (RFQ) for the court appointed services contract for the remainder of 2011 and the entire 2012 year.
- D. The contracts were divided in three categories. Category 1, felony murder, was awarded at the February meeting.
- E. Based on the applications, the judges did not feel comfortable awarding the contracts as advertised for Category 2 & 3.
- F. In consultation with the Circuit Court judges the Administrator/ Controller's Office restructured the request for qualifications and re-advertised the contracts.

II. Current Situation

- A. We received interest from 16 attorneys for Category 2 & 3:

Attorney	Firm
George Lyons	George Lyons
Robert Gaecke	Rappleye & Rappleye, PC
Jerry Engle	Jacobs & Engle, PC
Wendell Jacobs	Jacobs & Engle, PC
Corey McCord	Corey McCord
Michael Dungan	Dungan, Lady & Dungan, PLLC
David Lady	Dungan, Lady & Dungan, PLLC
Anthony Raduazo	Brown, Raduazo PLLC
Craig Pappin	Brown, Raduazo PLLC
Christopher Dickinson	Ronald J. Fabian, PC
Alfred Brandt	Brandt & Dehncke, PLLC
Susan Dehncke	Brandt & Dehncke, PLLC
Allison Bates	Brandt & Dehncke, PLLC
Phillip Berkemeier	Phillip Berkemeier
Jennifer Lamp	Jennifer Lamp
Andrew Kirkpatrick	Dungan, Lady & Dungan, PLLC

- B. The 4th Circuit Court Judges have reviewed the proposals and approved the following attorneys to be awarded contracts.

Attorney	Firm	% Awarded
George Lyons	George Lyons	7%
Robert Gaecke	Rappleye & Rappleye, PC	7%
Jerry Engle	Jacobs & Engle, PC	7%
Wendell Jacobs	Jacobs & Engle, PC	7%
Corey McCord	Corey McCord	7%
Michael Dungan	Dungan, Lady & Dungan, PLLC	7%
David Lady	Dungan, Lady & Dungan, PLLC	7%
Anthony Raduazo	Brown, Raduazo PLLC	7%
Craig Pappin	Brown, Raduazo PLLC	7%
Christopher Dickinson	Ronald J. Fabian, PC	7%
Alfred Brandt	Brandt & Dehncke, PLLC	7%
Susan Dehncke	Brandt & Dehncke, PLLC	7%
Allison Bates	Brandt & Dehncke, PLLC	7%
Phillip Berkemeier	Phillip Berkemeier	7%
Jennifer Lamp	Jennifer Lamp	7%

Each attorney will receive approximately 7% of the caseload with some variance.

III. Analysis

- A. The structure of the proposed contract and the recommended awardees represent a significant change in the fee structure from previous contracts. The RFQ set the fee for Category 2 cases at \$600 per case and \$350 per case with an additional fee and reimbursable schedule. Applicants who were interested in participating at that price submitted their qualifications and letters of interest. Previously, the amount charged varied by attorney. Under the same case size as the previous year, the county will realize a significant savings.
- B. The waiver of liability insurance causes some reason for concern, however, this level of insurance has been used for several contracts prior to the Board increasing the required amount of coverage over the past two years. The Board recently approved this waiver for the Circuit Court Probate contracts and Category 1 contracts.
- C. The Chief Circuit Court Judges have requested that the County Affairs & Agencies Committee and Board of County Commissioners wave County Policy 5100 which requires contractors working for the County of Jackson to carry \$1,000,000 in general liability insurance. The Court believes that \$100,000 in professional liability insurance, which is what has been required in the years past, will be sufficient to protect the county from harm.

IV. Recommendation

The County Administrator/Controller recommends that the (County Affairs & Agencies Committee or Board of County Commissioners) approve the selection of the attached contracts for Court appointed services in the Circuit Court for the remainder of 2011 and all of 2012. Furthermore the County Administrator/Controller recommends that the Board of County Commissioners waive the requirement under County Policy 5100 to have \$1,000,000 of general liability insurance coverage in lieu of \$100,000 of professional liability coverage per claim.

Attachments:

George Lyons
Robert Gaecke
Jerry Engle
Wendell Jacobs
Corey McCord
Michael Dungan
David Lady
Anthony Raduazo
Craig Pappin
Christopher Dickinson

2/28/2011

Court Appointed Services Contract

Alfred Brandt
Susan Dehncke
Allison Bates
Phillip Berkemeier
Jennifer Lamp



**Agreement to Provide Court-Appointed Attorney Services in Felony Defendants
Between Jackson County and Allison L. Bates**

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

Attorney: I AGREE to:

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

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

Scope of Work and Fee:

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

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

Percentage of Work:

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

Allison L. Bates

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

All cases will be assigned randomly.

Backup:

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

Conflict of Interest:

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

Scope of Representation:

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

Replacement of Attorney:

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

Probation Violations and Miscellaneous Hearings:

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

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

Extradition hearing

Juvenile review hearing

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

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

Additional Fees:

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

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

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

Additional Expenses:

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

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

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

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

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

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

A trial has started when:

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

The trial will be concluded when:

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

Billing and Reporting

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

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

Draws

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

Parking Permits

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

Subcontracting

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

Termination

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

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

Prior Appointments

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

Continuing Legal Education

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

Ability and Qualifications

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

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

Hon. John G. McBain, Chief Circuit Court Judge

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

Allison L. Bates

Last Revised on March 1, 2011

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Agreement to Provide Court-Appointed Attorney Services in Felony Defendants Between Jackson County and Phillip H. Berkemeier

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

Attorney: I AGREE to:

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

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

Scope of Work and Fee:

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

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

Percentage of Work:

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

Phillip H. Berkemeier

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

All cases will be assigned randomly.

Backup:

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

Conflict of Interest:

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

Scope of Representation:

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

Replacement of Attorney:

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

Probation Violations and Miscellaneous Hearings:

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

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

Extradition hearing

Juvenile review hearing

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

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

Additional Fees:

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

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

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

Additional Expenses:

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

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

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

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

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

A trial has started when:

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

The trial will be concluded when:

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

Billing and Reporting

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

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

Draws

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

Parking Permits

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

Subcontracting

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

Termination

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

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

Prior Appointments

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

Continuing Legal Education

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

Ability and Qualifications

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

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

Hon. John G. McBain, Chief Circuit Court Judge

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

Phillip H. Berkemeier

Last Revised on March 1, 2011

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**Agreement to Provide Court-Appointed Attorney Services in Felony Defendants
Between Jackson County and Alfred P. Brandt**

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

Attorney: I AGREE to:

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

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

Scope of Work and Fee:

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

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

Percentage of Work:

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

Alfred P. Brandt

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

All cases will be assigned randomly.

Backup:

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

Conflict of Interest:

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

Scope of Representation:

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

Replacement of Attorney:

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

Probation Violations and Miscellaneous Hearings:

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

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

Extradition hearing

Juvenile review hearing

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

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

Additional Fees:

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

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

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

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

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

A trial has started when:

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

The trial will be concluded when:

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

Billing and Reporting

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

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

Draws

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Subcontracting

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Termination

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

Prior Appointments

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

Continuing Legal Education

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

Ability and Qualifications

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

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

Hon. John G. McBain, Chief Circuit Court Judge

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

Alfred P. Brandt

Last Revised on March 1, 2011

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Agreement to Provide Court-Appointed Attorney Services in Felony Defendants Between Jackson County and Susan M. Dehncke

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

Attorney: I AGREE to:

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

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

Scope of Work and Fee:

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

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

Percentage of Work:

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

Susan M. Dehncke

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

All cases will be assigned randomly.

Backup:

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

Conflict of Interest:

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

Scope of Representation:

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

Replacement of Attorney:

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

Probation Violations and Miscellaneous Hearings:

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Appointment for sentencing only

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Additional Fees:

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

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Prior Appointments

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

Continuing Legal Education

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

Ability and Qualifications

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

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

Hon. John G. McBain, Chief Circuit Court Judge

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

Susan M. Dehncke

Last Revised on March 1, 2011

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**Agreement to Provide Court-Appointed Attorney Services in Felony Defendants
Between Jackson County and Christopher J. Dickerson**

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

Attorney: I AGREE to:

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

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

Scope of Work and Fee:

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

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

Percentage of Work:

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

Christopher J. Dickerson

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

All cases will be assigned randomly.

Backup:

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

Conflict of Interest:

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

Scope of Representation:

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

Replacement of Attorney:

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

Probation Violations and Miscellaneous Hearings:

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

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

Extradition hearing

Juvenile review hearing

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

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

Additional Fees:

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

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

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

Additional Expenses:

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

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

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

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

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

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

A trial has started when:

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

The trial will be concluded when:

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

Billing and Reporting

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

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

Draws

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

Parking Permits

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

Subcontracting

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

Termination

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

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

Prior Appointments

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

Continuing Legal Education

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

Ability and Qualifications

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

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

Hon. John G. McBain, Chief Circuit Court Judge

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

Christopher J. Dickerson

Last Revised on March 1, 2011

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Agreement to Provide Court-Appointed Attorney Services in Felony Defendants Between Jackson County and Michael Dungan

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

Attorney: I AGREE to:

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

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

Scope of Work and Fee:

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

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

Percentage of Work:

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

Michael Dungan

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

All cases will be assigned randomly.

Backup:

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

Conflict of Interest:

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

Scope of Representation:

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

Replacement of Attorney:

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

Probation Violations and Miscellaneous Hearings:

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

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

Extradition hearing

Juvenile review hearing

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

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

Additional Fees:

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

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

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

Additional Expenses:

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

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

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

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

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

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

A trial has started when:

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

The trial will be concluded when:

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

Billing and Reporting

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

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

Draws

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

Parking Permits

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

Subcontracting

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

Termination

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

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

Prior Appointments

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

Continuing Legal Education

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

Ability and Qualifications

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

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

Hon. John G. McBain, Chief Circuit Court Judge

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

Michael Dungan

Last Revised on March 1, 2011

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

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

Attorney: I AGREE to:

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

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

Scope of Work and Fee:

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

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

Percentage of Work:

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

Jerry M. Engle

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

All cases will be assigned randomly.

Backup:

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

Conflict of Interest:

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

Scope of Representation:

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

Replacement of Attorney:

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

Probation Violations and Miscellaneous Hearings:

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

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

Extradition hearing

Juvenile review hearing

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

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

Additional Fees:

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

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

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

Additional Expenses:

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

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

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

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

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

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

A trial has started when:

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

The trial will be concluded when:

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

Billing and Reporting

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

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

Draws

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

Parking Permits

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

Subcontracting

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

Termination

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

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

Prior Appointments

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

Continuing Legal Education

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

Ability and Qualifications

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

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

Hon. John G. McBain, Chief Circuit Court Judge

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

Jerry M. Engle

Last Revised on March 1, 2011

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**Agreement to Provide Court-Appointed Attorney Services in Felony Defendants
Between Jackson County and Robert K. Gaecke, Jr.**

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

Attorney: I AGREE to:

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

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

Scope of Work and Fee:

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

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

Percentage of Work:

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

Robert K. Gaecke, Jr.

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

All cases will be assigned randomly.

Backup:

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

Conflict of Interest:

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

Scope of Representation:

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

Replacement of Attorney:

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

Probation Violations and Miscellaneous Hearings:

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

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

Extradition hearing

Juvenile review hearing

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

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

Additional Fees:

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

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

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

Additional Expenses:

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

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

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

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

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

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

A trial has started when:

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

The trial will be concluded when:

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

Billing and Reporting

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

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

Draws

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

Parking Permits

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

Subcontracting

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

Termination

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

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

Prior Appointments

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

Continuing Legal Education

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

Ability and Qualifications

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

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

Hon. John G. McBain, Chief Circuit Court Judge

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

Robert K. Gaecke, Jr.

Last Revised on March 1, 2011

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**Agreement to Provide Court-Appointed Attorney Services in Felony Defendants
Between Jackson County and Wendell E. Jacobs, Jr.**

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

Attorney: I AGREE to:

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

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

Scope of Work and Fee:

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

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

Percentage of Work:

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

Wendell E. Jacobs, Jr.

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

All cases will be assigned randomly.

Backup:

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

Conflict of Interest:

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

Scope of Representation:

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

Replacement of Attorney:

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

Probation Violations and Miscellaneous Hearings:

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

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

Extradition hearing

Juvenile review hearing

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

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

Additional Fees:

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

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

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

Additional Expenses:

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

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

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

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

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

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

A trial has started when:

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

The trial will be concluded when:

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

Billing and Reporting

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

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

Draws

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

Parking Permits

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

Subcontracting

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

Termination

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

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

Prior Appointments

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

Continuing Legal Education

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

Ability and Qualifications

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

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

Hon. John G. McBain, Chief Circuit Court Judge

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

Wendell E. Jacobs, Jr.



**Agreement to Provide Court-Appointed Attorney Services in Felony Defendants
Between Jackson County and David R. Lady**

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

Attorney: I AGREE to:

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

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

Scope of Work and Fee:

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

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

Percentage of Work:

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

David R. Lady

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

All cases will be assigned randomly.

Backup:

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

Conflict of Interest:

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

Scope of Representation:

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

Replacement of Attorney:

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

Probation Violations and Miscellaneous Hearings:

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

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

Extradition hearing

Juvenile review hearing

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

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

Additional Fees:

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

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

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

Additional Expenses:

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

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

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

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

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

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

A trial has started when:

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

The trial will be concluded when:

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

Billing and Reporting

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

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

Draws

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

Parking Permits

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

Subcontracting

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

Termination

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

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

Prior Appointments

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

Continuing Legal Education

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

Ability and Qualifications

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

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

Hon. John G. McBain, Chief Circuit Court Judge

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

David R. Lady

Last Revised on March 1, 2011

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Agreement to Provide Court-Appointed Attorney Services in Felony Defendants Between Jackson County and Jennifer V. Lamp

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

Attorney: I AGREE to:

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

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

Scope of Work and Fee:

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

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

Percentage of Work:

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

Jennifer V. Lamp

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

All cases will be assigned randomly.

Backup:

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

Conflict of Interest:

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

Scope of Representation:

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

Replacement of Attorney:

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

Probation Violations and Miscellaneous Hearings:

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

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Motor vehicle forfeiture hearing
Appointment for sentencing only

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

Additional Fees:

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

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

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

Additional Expenses:

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

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

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

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

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

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

A trial has started when:

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

The trial will be concluded when:

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

Billing and Reporting

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

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

Draws

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

Parking Permits

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

Subcontracting

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

Termination

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

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

Prior Appointments

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

Continuing Legal Education

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

Ability and Qualifications

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

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

Hon. John G. McBain, Chief Circuit Court Judge

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

Jennifer V. Lamp

Last Revised on March 1, 2011

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**Agreement to Provide Court-Appointed Attorney Services in Felony Defendants
Between Jackson County and George D. Lyons**

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

Attorney: I AGREE to:

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

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

Scope of Work and Fee:

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

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

Percentage of Work:

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

George D. Lyons

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

All cases will be assigned randomly.

Backup:

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

Conflict of Interest:

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

Scope of Representation:

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

Replacement of Attorney:

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

Probation Violations and Miscellaneous Hearings:

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

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

Extradition hearing

Juvenile review hearing

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

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

Additional Fees:

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

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

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

Additional Expenses:

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

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

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

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

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

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

A trial has started when:

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

The trial will be concluded when:

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

Billing and Reporting

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

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

Draws

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

Parking Permits

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

Subcontracting

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

Termination

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

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

Prior Appointments

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

Continuing Legal Education

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

Ability and Qualifications

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

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

Hon. John G. McBain, Chief Circuit Court Judge

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

George D. Lyons

Last Revised on March 1, 2011

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**Agreement to Provide Court-Appointed Attorney Services in Felony Defendants
Between Jackson County and Corey J. McCord**

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

Attorney: I AGREE to:

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

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

Scope of Work and Fee:

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

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

Percentage of Work:

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

Corey J. McCord

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

All cases will be assigned randomly.

Backup:

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

Conflict of Interest:

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

Scope of Representation:

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

Replacement of Attorney:

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

Probation Violations and Miscellaneous Hearings:

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

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

Extradition hearing

Juvenile review hearing

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

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

Additional Fees:

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

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

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

Additional Expenses:

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

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

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

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

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

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

A trial has started when:

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

The trial will be concluded when:

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

Billing and Reporting

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

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

Draws

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

Parking Permits

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

Subcontracting

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

Termination

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

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

Prior Appointments

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

Continuing Legal Education

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

Ability and Qualifications

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

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

Hon. John G. McBain, Chief Circuit Court Judge

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

Corey J. McCord

Last Revised on March 1, 2011

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Agreement to Provide Court-Appointed Attorney Services in Felony Defendants Between Jackson County and Craig T. Pappin

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

Attorney: I AGREE to:

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

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

Scope of Work and Fee:

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

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

Percentage of Work:

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

Craig T. Pappin

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

All cases will be assigned randomly.

Backup:

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

Conflict of Interest:

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

Scope of Representation:

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

Replacement of Attorney:

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

Probation Violations and Miscellaneous Hearings:

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

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Juvenile review hearing

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

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

Additional Fees:

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

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

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The trial will be concluded when:

- (A) There is a verdict by the jury or the Court;
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Parking Permits

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Subcontracting

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

Prior Appointments

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

Continuing Legal Education

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

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

Hon. John G. McBain, Chief Circuit Court Judge

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

Craig T. Pappin

Last Revised on March 1, 2011

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**Agreement to Provide Court-Appointed Attorney Services in Felony Defendants
Between Jackson County and Anthony F. Raduazo**

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

Attorney: I AGREE to:

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

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

Scope of Work and Fee:

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

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

Percentage of Work:

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

Anthony F. Raduazo

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

All cases will be assigned randomly.

Backup:

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

Conflict of Interest:

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

Scope of Representation:

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

Replacement of Attorney:

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

Probation Violations and Miscellaneous Hearings:

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

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

Extradition hearing

Juvenile review hearing

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

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

Additional Fees:

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

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

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

Additional Expenses:

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

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

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

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

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

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

A trial has started when:

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

The trial will be concluded when:

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

Billing and Reporting

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

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

Draws

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

Parking Permits

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

Subcontracting

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

Termination

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

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

Prior Appointments

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

Continuing Legal Education

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

Ability and Qualifications

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

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

Hon. John G. McBain, Chief Circuit Court Judge

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

Anthony F. Raduazo

Last Revised on March 1, 2011

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Jackson County Board of Commissioners Resolution (03-11.8)

Approving a Grant Application to the Michigan Natural Resources Trust Fund (MNRTF) For the Sparks Park/Inter-City Trail Connector Property Acquisition Project

WHEREAS, the Jackson County Board of Commissioners has adopted a five-year County Recreation Plan (2010-2014), that identifies a project called the Sparks Park/Inter-City Trail Connector; and

WHEREAS, the Jackson County Parks and Recreation Commission wishes to apply to the Michigan Department of Natural Resources Trust Fund for a grant for 75% of the \$250,000 cost for the acquisition of property that will later be developed into a pathway and greenbelt; and

WHEREAS, the 25% (\$62,500) local match for the project will come from local foundations, businesses, and individuals; and

WHEREAS, the County Board of Commissioners assures that should the grant be awarded, the project will be undertaken, barring unforeseen circumstances.

NOW, THEREFORE BE IT RESOLVED that the Jackson County Board of Commissioners authorizes the Jackson County Parks and Recreation Department to submit a Grant Application to the MNRTF for the acquisition of the property that will allow for the connection of Sparks Foundation County Park and the Inter-City Trail.

James E. Shotwell, Jr. Chairman
Jackson County Board of Commissioners
March 15, 2011

JACKSON COUNTY PARKS

Memorandum

To: Adam Brown, Interim County Administrator
From: Brandon Ransom, Parks Director
Date: February 25, 2011
Re: Michigan Natural Resources Grant Application

The Non-Motorized Network in Jackson continued to grow in 2011 with the completion of the Grand River Artswalk which runs along the Grand River from downtown Jackson to Monroe Street. This latest addition is a terrific section of trail that further improves our trail network. This new section of trail comes on the heels of the wildly popular Falling Waters Trail that was completed in 2007. It is no secret that the collection of non-motorized pathways throughout the county are well received and well used by the public. With this in mind, I have recommended to the Parks Board that we continue to focus on making quality connections between the existing pathways, parks, and population cores. In addition, one of the goals of the County Parks' 5 year recreation plan addresses making a key connection from Sparks Park to the Inter-City Trail.

A primary reason for this recommendation is the current funding priorities set forth by the Michigan Natural Resources Trust Fund (MNRTF) Board. This board makes funding decisions for the MNRTF grant program has historically been a major funding source for the County Parks Department's capital improvement projects. As such, I have recommended to the Parks Board that they consider supporting a grant application to the MNRTF Board for the acquisition of some +/- 30 acres in the southwest corner of the city. This property is currently undeveloped and would connect Sparks Park to the Inter-City Trail via a nice greenbelt.

I have discussed the various real estate arrangements that may fulfill the requirements of the project with the property owner and they are only interested in the out-right sale of the property. Pursuant to the MNRTF requirements, a public hearing was held at the February 16, 2011 Parks Board Meeting. The Parks Board passed a motion to carry forward with the other necessary steps in the process. There has been a special meeting of the Parks Board scheduled for March 7th at 8:30 am. At that time, the Parks Commissioners will hear the results of some of the due diligence that is currently on-going and will make a decision on whether to proceed with the grant application at that time. Immediately following the special meeting I will be present at the County Affairs and Agencies Committee meeting to report on the process.

The next step in the process (if recommended) is to gain some understanding as to the market value of the property. Once this can be established, grant amounts can be determined. Keep in mind that we would most likely apply for a MNRTF grant that requires a 25-40% local match. The project would be a two-phase project. Phase I would be to acquire the property and phase II would include the development of the property into a successful link and greenbelt. This is an exciting opportunity that may never present itself again if this parcel is lost to development. I am hopeful that the Parks Board and, ultimately, the Board of Commissioners will see the long-term value in this parcel of land.

COUNTY OF JACKSON

RESOLUTION (03-11.7)

**APPROVE AMENDMENTS TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN JACKSON COUNTY AND THE MICHIGAN LAND BANK
FAST TRACK AUTHORITY FOR THE COMPOSITION OF THE
JACKSON COUNTY LAND BANK AUTHORITY**

At a regular meeting of the County Board of Commissioners of the County of Jackson, Michigan, held at the Jackson County Tower Building, 120 West Michigan Avenue, Jackson, Michigan, on the

PRESENT:

ABSENT:

Commissioner offered the following resolution and moved its adoption. The motion was seconded by Commissioner :

WHEREAS, the Michigan Land Bank Fast Track Authority (“Authority”) was created as a public body corporate and politic within the Michigan Department of Labor and Economic Growth, a principal department of the executive branch of the state government, under the Land Bank Fast Track Act, 2003 PA 258, MCL 124.751 to 124.774, and is authorized to enter into an intergovernmental agreement with a county foreclosing governmental unit providing for the creation of a county authority to exercise the powers, duties, functions, and responsibilities of an authority under that act; and,

WHEREAS, the Authority and the Treasurer and the Board of Commissioners of the County of Jackson, Michigan seek to establish a county authority for Jackson County as a separate legal entity and as a public body to exercise within Jackson County, Michigan the powers, duties, functions, and responsibilities of an authority under the Land Bank Fast Track Act, 2003 PA 258, MCL 124.774.

WHEREAS, the Jackson County Land Bank Authority (JCLBA) approved a recommendation to change the composition of the Authority on November 18, 2010.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF JACKSON, MICHIGAN THAT:

The number of County Commissioners appointed to the JCLBA be changed from four (4) to three (3).

BE IT FURTHER RESOLVED THAT:

The appointments of County Commissioners to the JCLBA shall be made without regard to city or township residency.

BE IT FURTHER RESOLVED THAT:

The Board of Commissioners of the County of Jackson, Michigan does hereby change the number of "Member at Large" 'appointments' from two (2) to three (3).

BE IT FURTHER RESOLVED THAT:

The provision of this ordinance shall be effective upon its approval.

AYES:

NAYS:

STATE OF MICHIGAN }
 } SS
COUNTY OF JACKSON }

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the seal of said Court and County,

SEAL

Resolution – March 15, 2011
Page 3

Office of the Jackson County Treasurer

Karen A. Coffman

County Treasurer

Diane L. Donaldson, Chief Deputy

Cynthia Snyder, Administrative Assistant

March 2, 2011

To: Adam Brown, Interim County Administrator Controller
County Commissioners

From: Karen Coffman, Treasurer

RE: Passports

Adam,

It is my understanding that the County Clerks office can no longer process passports in the same office in which birth certificates are produced. This change is due to take effect May 1, 2011.

In order to preserve the general fund revenue of approximately \$25,000 in fees annually, I would like to suggest that the County Treasurers office be responsible for this County service.

I have reviewed the current passport procedure at the County Clerk's office. From my personal experience today, it took approximately 20-25 minutes for the entire process from beginning to end at the clerk's office. This time allocation must be a consideration if we are to proceed. I believe that this office can accommodate and process passports at the current staffing levels for 2011 and no additional staff will be necessary.

I feel very strongly that since the County is preparing the 2nd floor of the Tower building to be a "one stop shop" and citizen focused service area, the service of processing passports should continue to be closely aligned with the Clerks office and the vital statistics (i.e. Birth certificates). It is my understanding that at some point in the near future, the Clerks office will have staff either on the 2nd floor of the Tower building or on the 1st floor of the Tower building for this service. It would prove for greater efficiencies if the passports were processed in the Tower building instead of another county building from the customer service viewpoint.

STATE OF MICHIGAN
12TH JUDICIAL DISTRICT COURT

Tamara J. Bates, Court Administrator
312 South Jackson Street □ Jackson, Michigan 49201
517-768-6801 □ Fax 517-788-4262
www.d12.com
tbates@co.jackson.mi.us

MEMORANDUM

TO: Randy Treacher, County Administrator

SUBJECT: Case Management

REF: Court Costs – Justice Center Fund

DATE: December 3, 2010

In September 2003, the Jackson County Board of Commissioners (at the request of District Court) approved the establishment of a Justice Center Fund for the purpose of creating a fund for future renovations to the current courthouse or it's replacement. The current district court bench no longer deems this an appropriate assessment. Therefore, effective 1/1/11, Justice Center Fund assessments for misdemeanor and civil infraction convictions will no longer be assessed. This will generally reduce costs in these cases by \$4.00.

Therefore, the district court judges request that the County Commissioners approve the utilization of current Justice Center funds for renovations within the district court and the remaining balance to be placed in a fund deemed most appropriate by the board.

CC: D12 Judges



Jackson County ADMINISTRATOR/CONTROLLER

Adam J. Brown, Interim Administrator/Controller

TO: Personnel & Finance Committee
Board of County Commissioners

FROM: Adam J. Brown
Interim County Administrator

SUBJECT: Justice Center Fund Transfer

DATE: March 2, 2011

Motion Requested

Accept the Interim Administrator/Controller's recommendation to 1) Transfer \$1,029,368 in revenue from the Justice Center Fund (Org. Key 470982) to the Capital Fund (245); 2) Budget \$95,000 in expenses to the District Court Renovation Project (Org. Key 245120); and 3) Move the residual balance of \$934,368 to a Justice Center Transfer Reserve in Fund 245 (Object Line 369010) for future appropriation.

I. Background

- A. The Justice Center Fund was established in 2003 by the Board of County Commissioners upon the request of the 12th District Court. The purpose of the fund was for renovation or replacement of the Courthouse.
- B. The Fund was sustained by a \$4.00 assessment for misdemeanor and civil infraction convictions.
- C. Since its inception the Justice Center Fund has accumulated \$1,029,368.
- D. As per the letter dated December 3, 2010, from the District Court, "the current district court bench no longer deems this an appropriate assessment." The letter from the District Court also requests the Board of Commissioners to approve the utilization of a portion of the current Justice Center Fund for renovations within the District Court Offices and for the residual amount to be used as the Board deems appropriate.

II. Current Situation

- A. This money was collected under the premise that it would be used to pay for capital expenses; accordingly, this money should be reserved for capital.

- B. The District Court is requesting to use a small portion of the funds for renovations to the offices at the Courthouse. These renovations are necessary and will produce efficiencies in the management of District Court staff. The estimated cost of those renovations is \$95,000 and is broken down as follows:

1.	Furniture & Equipment	\$35,000
2.	<u>Construction Costs</u>	<u>\$60,000</u>
	Total	\$95,000

- C. In the past two budget presentations I have spoken to the Board about significant capital expenditures coming up as well as our inability to fund on-going capital maintenance costs. A few of the following projections will need to be addressed within the year.

1.	Tower Building Water Line Replacement	\$100,000
2.	Telephone System Replacement/Updating	\$250,000
3.	Computer Replacement	\$50,000

All of the above costs are estimates. Staff is investigating the most cost-effective approach for each one of these projects, but we are not prepared to make an appropriation at this point.

- D. Understanding that these significant cost items are looming, but without good estimates, my recommendation is that the Board transfer the Justice Center Fund balance to the Capital Fund, appropriate \$95,000 towards the Courthouse Renovation Project, and place the residual amount of \$934,368 in a Justice Center Transfer Reserve.
- E. This action will allow the District Court to move forward with their renovations and will reserve the remainder of the funds until we can give you a recommendation for appropriation.

III. Analysis

- A. **Strategic** – This recommended action supports the strategic plan by funding operations in the Safe Community Strategy as well as the Improve Work Environment Strategy.
- B. **Financial** – Having these funds available for capital will strengthen the Board's financial position with respect to large capital costs that have not been addressed in the capital budget.
- C. **Timing** – Approving this action will allow renovations at the Courthouse to proceed.

- D. **Policy** – Authority to transfer, budget, and appropriate these funds is vested with the Board of Commissioners. These funds can only be used for capital expenses.

IV. Recommendation

Accept the Interim Administrator/Controller's recommendation to 1) Transfer \$1,029,368 in revenue from the Justice Center Fund (Org. Key 470982) to the Capital Fund (245); 2) Budget \$95,000 in expenses to the District Court Renovation Project (Org. Key 245120); and 3) Move the residual balance of \$934,368 to a Justice Center Transfer Reserve in Fund 245 (Object Line 369010) for future appropriation.



Jackson County ADMINISTRATOR/CONTROLLER

Adam J. Brown, Interim Administrator/Controller

TO: Personnel & Finance Committee
Board of County Commissioners

FROM: Adam J. Brown
Interim County Administrator

SUBJECT: Senior Management Benefit Change

DATE: March 1, 2011

Motion Requested

Accept the Interim Administrator/Controller's recommendation to amend the non-union handbook to create a senior management benefit change to Paid Time Off.

I. Background

- A. In 2007 the non-union paid-time off (PTO) benefit was reduced across the board with a re-structuring of the leave policy.
- B. The current beginning benefit for PTO is 15 days, which includes the use of leave for illness. The employee has the same benefit for 7 years. At 7 years, the benefit is increased to 20 days through year 11.

II. Current Situation

- A. We have a current senior management vacancy in the Department of Human Resources. As you will recall, the intent is for this employee to serve both the County and City of Jackson.
- B. I believe this benefit policy is or may be a barrier to hiring qualified individuals to senior management positions in the organization, particularly when they are not promoted from within.
- C. Employees promoted from within the organization to senior management positions will typically have the years of service to have higher levels of leave at the time they assume those positions.

- D. When we do not have suitable candidates within the organization, we recruit individuals to senior management positions with high levels of education and experience. We expect these individuals, who are exempt employees, to work beyond the typical 40 hour work week without additional compensation. It is a deterrent for highly qualified individuals and persons who are accustomed to having adequate levels of leave to be asked to work at higher levels and increased frequency with reduced amounts of leave. Current policies do not allow us to tailor this benefit to the individual.
- E. I have resisted the urge to propose this for some time because it impacts me and another department head. Both of us were hired after the change to the leave policy. Both of us supervise individuals with more than double the amount of leave we have. This proposal will not eliminate that disparity, nor is it my intent to do so. I believe, however, that this is an important change to make in light of the recruitment of the next Human Resources Director. If the Committee and Board believe there is a conflict with me requesting this change, I respectfully request that the Board approve this request exempting me.
- F. My recommendation is to approve a Senior Management Benefit Change which would allow all positions at Director and above to begin with 20 days of annual leave. They would keep that level of benefit until they fall in the existing schedule at 11 years of service. This would require inserting the following language into the Non-Union Employee Handbook of Personnel Policies & Procedures between section two and three:
 - 1. Senior Management PTO – All department heads and above shall be credited annually with a minimum of 20 days paid time off on their anniversary date. They will retain this level of benefit until the benefit is increased by the existing schedule for employees hired on or after 1/1/07.

III. Analysis

- A. **Alternative A:** Increase the minimum number of PTO days for Senior Managers
 - 1. **Strategic** – This recommendation supports both the Improved Work Environment Strategic Goal and the Intergovernmental Cooperation Goal. County and City staff are heading into the second round of interviews for the Human Resources Director after one failed attempt. I believe this change may eliminate a potential barrier.
 - 2. **Financial** – There will be little to no financial impact unless the leave goes unused. The existing carryover limits of PTO from year to year will remain, which will limit the exposure the County may have towards high payouts when employees leave.

3. **Timing** – This change is timely because of the hiring of the Human Resources Director. I would like to be able to include this change in the offer to the committee's selection. We hope to have made an offer for a Human Resources Director before the next Board meeting.
 4. **Implementation** – Under this recommendation there would be equity between all newly hired senior management staff. All senior management staff with fewer than 11 years of experience would have the same amount of leave.
- B. **Alternative B:** Grant the Administrator/Controller authority to award PTO on an individual basis.
1. **Strategic** – This recommendation supports both the Improved Work Environment Strategic Goal and the Intergovernmental Cooperation Goal. County and City staff are heading in to the second round of interviews for the Human Resources Director after one failed attempt. I believe this change may eliminate a potential barrier.
 2. **Financial** – There will be little to no financial impact unless the leave goes unused. The existing carryover limits of PTO from year to year will remain, which will limit the exposure the County may have towards high payouts when employees leave.
 3. **Timing** – This change is timely because of the hiring of the Human Resources Director. I would like to be able to include this change in the offer to the committee's selection. We hope to have made an offer for a Human Resources Director before the next Board meeting.
 4. **Implementation** - Under this recommendation the amount of leave could be specifically tailored towards the individual's experience. On the other hand this puts the Administrator/Controller in a difficult position to make individualized benefit packages, with respect to PTO, which has the potential to cause dissension amongst colleagues. This would also be administratively more cumbersome to manage.

IV. Recommendation

Accept the Interim Administrator/Controller's recommendation to amend the non-union handbook to create a senior management benefit change to Paid Time Off.



Jackson County ADMINISTRATOR/CONTROLLER

Adam J. Brown, Interim Administrator/Controller

TO: Personnel & Finance Committee
Board of County Commissioners

FROM: Adam J. Brown
Interim County Administrator

SUBJECT: Human Resources FTE Reduction

DATE: February 25, 2011

Motion Requested

Decrease 1 full-time equivalent (FTE) Human Resource Specialist position to a part-time .75 FTE (30 hour) position in Organizational Key 101223/101226 (Human Resources). Approve the transfer of Human Resource expenses from Organizational Key 101223 to 101226.

I. Background

- A. Jackson County recently approved an agreement to combine the Human Resources function with the City of Jackson. That agreement included the hiring of a Human Resources Director to serve both organizations. The recruitment of the director position is moving forward.
- B. When the collaborative agreement was approved, it was anticipated that the retirement of a County Human Resources Specialist in May would create additional restructuring opportunities to realize savings.

II. Current Situation

- A. The employee currently occupying the county's Human Resource Specialist position will be leaving in May. This employee has many years of experience and knowledge that will be lost.
- B. County staff believes that if the position can be filled with a qualified professional at 30 hours per week, they would be able to handle the workload. This would constitute a .25 FTE reduction which would result in a savings of \$11,293 from Step 1 of the pay grade. The difference in the salary of the existing 15 year employee and the new hire rate is \$7,584. These two combined savings total \$18,877. An additional \$10,000-

\$15,000 in savings will be realized with the reduction in benefits from full-time to part-time.

- C. I'm requesting the Board's patience to see if this arrangement works. We believe there is a market for part-time professional employees. We can only confirm this by testing the market. The county is not in a position to handle the current workload without filling this position at some level.

III. Analysis

- A. **Strategic** – Human Resources is an important supporting role for all the Board's strategic goals. The Board of Commissioners and City Council recently approved the merger of the City and County human resource functions. This position is important for this merger to be successful for both parties.
- B. **Financial** – Based on the individual hired, this change will save approximately \$28,000, which will help towards the board's targeted reduction for 2012 of \$350,000.

The Human Resources program was financially merged with Administrative Services to Org. Key 101223. With the merger of the County and City human resource function we believe it is appropriate to segregate these two programs going forward. We will transfer the human resources to 101226.

- C. **Legal/Policy** – The Board of Commissioners is the only body authorized to make changes to the full-time-equivalent (FTE) staffing of county programs.
- D. **Timing** – With the impending retirement of the incumbent, I would request the Board to make this change now so that we can hire the replacement. With a short overlap in personnel we will be able to transfer some of the institutional knowledge gained over many years of service.

IV. Recommendation

Decrease 1 full-time equivalent (FTE) Human Resource Specialist position to a part-time .75 FTE (30 hour) position in Organizational Key 101223/101226 (Human Resources). Approve the transfer of Human Resource expenses from Organizational Key 101223 to 101226.

Commissioner Board Appointments – March 2011

<u>BOARD</u>	<u>NEW TERM EXPIRES</u>	<u>CURRENT MEMBER</u>	<u>APPLICANTS</u>	<u>COMMITTEE RECOMMENDED APPOINTMENTS</u>
<u>Jackson Transportation Authority</u>				
1) One public member	3/2014	Philip Moilanen	Philip Moilanen	Philip Moilanen
<u>LifeWays</u>				
1) One public member	3/2014	James Shotwell, Sr.	James E. Shotwell, Sr.	James E. Shotwell, Sr.
<u>Mid-South Substance Abuse Commission</u>				
1) One public member	12/2012	Pam DeVaney-Bozinoff	Michael Butchart	Michael Butchart

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COUNTY OF JACKSON REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to: *County of Jackson -- Administrator/Controller's Office -- 6th Floor*
120 West Michigan Avenue, Jackson, MI 49201
(517) 788-4335 FAX (517) 780-4755

The Jackson County Board of Commissioners appoints individuals to numerous Boards and Commissions.
Persons who wish to serve should complete the following information.

NAME: MOILANEN PHILIP M
Last First Middle Initial

HOME ADDRESS: 2012 FOREST PARK DR JACKSON 49201
Street City Zip Code

TELEPHONE: 517-787-4100 (WORK) 517-745-1064 molanen@dmci.net
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board(s) or Commission(s) to which Appointment is requested:

1. JACKSON TRANSPORTATION AUTHORITY 2. _____ 3. _____

Community Activities/Civic Organization/Boards/Commissions:

Activity / Organization:	Length of Service	Position (s) Held:
<u>SEE ACCOMPANYING INFORMATION</u>	_____	_____
_____	_____	_____
_____	_____	_____

Employment:

ATTORNEY IN PRIVATE PRACTICE

Current Employer:	Position:	Dates of Employment:
_____	_____	_____

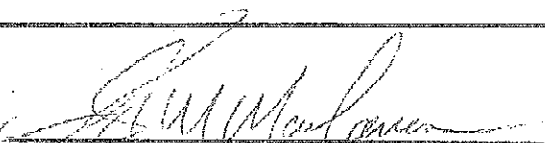
Education:

MICHIGAN STATE UNIVERSITY, BA 1989; UNIVERSITY OF MICHIGAN, J.D. 1972

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

I BELIEVE I CAN ASSIST IN ADDRESSING THE ISSUES THAT CURRENTLY FACE THE JTA.

Additional Information you feel may be helpful in considering your request for appointment:


Signature:

2/1/11
Date:

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Submit

Reset

February 4, 2011

BIOGRAPHICAL INFORMATION

PHILIP M. MOILANEN

Office Address:

145 S. Jackson St
P.O. Box 787
Jackson, MI 49204-0787
(517) 787-4100
(517) 745-1064 cell
Fax (517) 788-8507
e-mail: molanen@dmcl.net

Home Address:

2012 Forest Park Dr.
Jackson, MI 49201
(517) 787-2274

Profession:

Attorney at Law
President, Philip M. Moilanen P.C.
Of Counsel to Marcoux, Allen, Schomer, Bower, Nichols, Kendall & Lindsay, P.C. since 10/1/99

Prior: President, Bullen, Moilanen, Klaasen & Swan, P.C., employed from 1972-1999; partner from 1976 to present. Managing Director since 1992. The firm combined its practice with Marcoux, Allen on 10/1/99.

Engaged in the general practice of law since 1972, with emphasis in Business Counseling and Litigation.

Education:

B.A. with Honors, 1969, Michigan State University
Juris Doctor (J.D.), 1972, University of Michigan Law School

Various dates - continuing legal education seminars in corporate law, litigation, negligence law, evidence, antitrust, tax, trial practice and labor law.

Bar Admissions:

State Bar of Michigan (1972)
US District Court, Eastern District, Michigan (1974)
US District Court, Western District, Michigan (1974)
US Court of Appeals, 6th Circuit (1996)
US Supreme Court (1997)

Professional Memberships:

Delta Sigma Rho - Tau Kappa Alpha (Forensic Honorary)
American Bar Association
State Bar of Michigan
Jackson County Bar Association
Michigan Defense Trial Counsel
Section on Intellectual Property (ABA)
Section on Antitrust Law (ABA, SBM)
Section on Labor & Employment Law (SBM)
Section on Litigation (ABA, Charter Member)

Author:

Moilanen, Photo Processing and the Law, 1989, Photo Marketing Association International.

Articles and Presentations:

Numerous articles, speeches and reports on legal matters affecting the photo industry since 1973, including such topics as copyright, sales and use tax liability relating to photos and processing, lost

or damaged film liability, obscenity, child pornography reporting, gray market goods, exclusive school photo contracts, privacy, postal issues, antitrust issues, employment tax liability for negative retouchers and other contract workers, non-profit organization tax issues, legislation affecting the photo industry, environmental regulation of the photo industry and unclaimed photos, as well as more general topics such as equipment warranties, labor and employment issues.

Current Civic Activities:

Jackson Transportation Authority

President, 2009
Vice President, 2008-09, 2010
Director, since 2007

**Jackson Area Comprehensive Transportation
Study Policy Committee**

Member, since 2009

disAbility Connections

President, 2009-2010
Vice President, 2008-09
Board of Directors, since 2003
Executive Committee
Joint Finance Committee

Greater Jackson Chamber of Commerce

2008 - present, Member, Board of Governors

Rotary Club of Jackson

Paul Harris Fellow
Chair, 2011 District Conference Committee
Chair, Nominating Committee

United Way of Jackson

Volunteer Fundraiser
Member, Campaign Cabinet

Other Memberships:

Country Club of Jackson
Dahlem Environmental Education Center
Ella Sharp Museum of Art and History
Professional Photographers of America
Trinity Lutheran Church

Awards:

2009 "Empowering Life Award," disAbility Connections, Inc.
2003 "Distinguished Service Award," from Photo Marketing Association International
1999 "Rotarian of the Year"
1987, Designated a Paul Harris Fellow by Rotary Foundation of Rotary International upon the nomination of the Rotary Club of Jackson
1987, American Cancer Society National Division Award (Top volunteer in the State with long standing service)

Business Enterprise Boards of Directors:

Numerous

Previous membership/activity information:

Enterprise Group of Jackson

2001-2003 Board of Directors
2002 Airport Task Force

Greater Jackson Chamber of Commerce

2008 - present, Member, Board of Governors
1999- 2003 Member, Board of Directors
1999- 2003 Member, Executive Committee
2002- 2003, Treasurer
1999- 2001, Chair, Bylaws Committee
2001 Member, Nominating Committee

**American Cancer Society, Great Lakes
Division, Inc.**

2005 - 2007 Chairman of the Board
2003-2005 Vice Chairman
1997 - 2007, Member, Board of Directors
(Charter member)
1997 - 2007, Member, Research &
Development Task Force
1999 - 2002, Member, Public Issues Task Force
2000, 2002-05, Member, Bylaws Task Force
2005 - 2007, Compensation Committee
2006 - 2007 Celebration on the Hill Ambassador
2003 - present, Relay for Life participant and
Sponsor

**American Cancer Society Foundation Great
Lakes Division, Inc.**

2003-2005 Trustee

**American Cancer Society, Michigan Division,
Inc. (predecessor to Great Lakes Division)**

Awards:

1987, American Cancer Society National Division
Award (Top volunteer in the State with long
standing service)

Offices Held:

1983 - 85 Chairman of Board of Directors
1986 - 88 Treasurer
1981 - 83 1st Vice Chairman of Board
1976 - 1991 Member, Board of Directors
1996 - 97 Member, Board of Directors

Committees:

1996 Chair, By-Law Revision Task Force
1993 - 97 Member, Research & Development Task Force
1991 - 93 Chair, Annual Giving Task Force
1977 - 1991 Member, Executive Committee
1989 - 90 Chair, Nominating Comm
1988 - 89 Chair, Field Services Comm
1986 - 88 Chair, Budget & Finance Comm
1978 - 96 Member, Budget & Finance Comm
1985 - 86 Chair, By-Laws Revision Comm
1985 - 86 Member, Personnel Comm
1982 - 86 Exec. Vice Pres. Review Comm
1981 - 83 Operations Advisory Comm
1981 - 83 Crusade Comm
1980 Nominating Comm
1979 - 81 Chair, Field Services Comm
1977 - 79 Chair, Planned Gift Comm
1975 - 82 Member, Planned Gift Comm
Various Dates, Member of Audit and Unit Budget subcommittees of Budget & Finance Comm

American Cancer Society, Jackson County Unit

Offices Held:

1983 - 84 President
1980 - 81 President
1979 - 80 Vice President
1978 - 79 Treasurer
1976 - 93 Member, Board of Directors

Committees:

1976 - 1985 Member, Executive Comm
1978 - 81 Budget & Finance Comm
1983 - 84 Budget & Finance Comm
1975 - 80 Chair, Planned Gift Comm
1975 - 82 Member, Planned Gift Comm
1982 - 83 Chair, ACS/United Way Comm

United Way of Jackson

Volunteer Fundraiser, 1998-present

Rotary District 6360

Rotary International Foundation, District Annual Giving Chairman, 1995-99
District Conference General Chairman 2011;
Chairman 1993; Vice Chairman, 1999 Co-Chairman 2006

Rotary Foundation of Jackson County

1990 - 92 President
1989 - 90 Secretary
1989 - 93 Trustee

Rotary Club of Jackson

Member, 1976 - Present

Awards:

1987, Designated a Paul Harris Fellow by Rotary Foundation of Rotary International upon the nomination of the Rotary Club of Jackson

1999, Named "Rotarian of the Year"

Offices Held:

1988 - 89 President
1987 - 88 President-Elect
1986 - 87 Vice President
1993 - 94 Chair, Membership Comm
1983 - 1990 Member, Board of Directors
1989 - 90; 97-98; 99-2005 Chair, Nominating Comm
1983 - 86 Chair, Ways & Means Comm
1983 - 84 Chair, Projects & Goals Comm
1982 - 83 Chair, Special Events Comm
1981 - 82 Membership Comm
1977 - 79 Chair, Youth & Student Services Comm

Big Brothers of Jackson

volunteer 1973 - 1978

Law Day Chairman, Jackson County Bar Association, 1974

**Jackson County Bar Association School Speakers Program,
1973 - 1976; 1996-1998**

Trinity Lutheran School Day School

Commission (Board of Education)

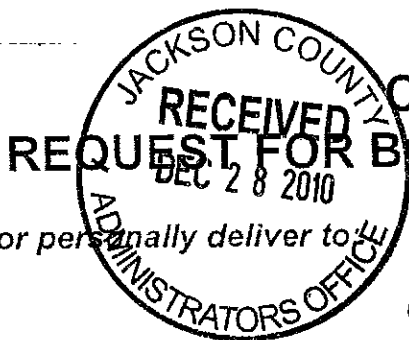
Member, 1984 - 1990
Chairman, 1988 - 90
Class Size Committee, 1984 - 85
Tuition Study Committee, 1985 - 86
Accreditation Committee, 1985 - 86
Promotion Committee, 1986 - 88

Jackson Public Schools

President, JHS Band Boosters, 1991-92; 1997-1999
Treasurer, JHS Band Boosters, 1992-93
Finance Chairman, Justin Mehall Memorial Soccer Field Task Force, 1991-93
Member, Treasurer, Viking Booster Council 1998-2002

Vista Grande Villa

Vice Chairman, 2005-09
Board of Directors, 2004-09
Executive Committee
Finance Committee



COUNTY OF JACKSON REQUEST FOR BOARD OR COMMISSION APPOINTMENT

March

Mail or personally deliver to: County of Jackson Administrator/Controller's Office- 6th Floor
120 West Michigan Avenue, Jackson, MI 49201
(517) 788-4335 fax (517) 780-4755

The Jackson County Board of Commissioners appoints individuals to numerous Boards and Commissions. Persons who wish to serve should complete the following information.

NAME: Shotwell JAMES R SR.
Last First Middle Initial
HOME ADDRESS: 1207 S. Bowen Jackson 49203
Street City Zip Code
TELEPHONE: 517-783-1919/748-0258 Jim Shotwell SR@yahoo.com
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board(s) or Commission(s) to which Appointment is requested:

1. LIFEWAYS 2. _____ 3. _____

Community Activities/Civic Organization/Boards/Commissions:

Activity/Organization:	Length of Service	Position(s) Held:
<u>L. FEWAYS BOARD</u>	<u>14 YRS</u>	<u>CHAIR- 2 YRS</u>
<u>COUNTY COMMISSION</u>	<u>10 YRS</u>	<u>CHAIR- 5 YRS Vice Ph. 3 YRS</u>
<u>SK. Mental Health Assoc.</u>	<u>10 YRS</u>	<u>Co Chair Leg. Com. 8 YRS</u>

Employment:

RETIRED
Current Employer: _____ Position: _____ Dates of Employment: 1-1-59 to 1-1-07

Education:

FERRIS STATE UNIV.

Please indicate why you are requesting appointment to this Board(s)/Commission(s):

to continue to serve lifeways issues both locally at the state & federal level

Additional Information you feel may be helpful in considering your request for Appointment:

James E. Shotwell Sr.
Signature

12/28/10
Date

COUNTY OF JACKSON

REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to: *County of Jackson -- Administrator/Controller's Office -- 6th Floor*
120 West Michigan Avenue, Jackson, MI 49201
(517) 788-4335 FAX (517) 780-4755

The Jackson County Board of Commissioners appoints individuals to numerous Boards and Commissions.
Persons who wish to serve should complete the following information.

NAME: Butchart Michael
Last First, Middle Initial
HOME ADDRESS: 4003 Fayette Ct Jackson 49203-5309
Street City Zip Code
TELEPHONE: 517-789-6069 mbutchart@att.net
Home, Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board(s) or Commission(s) to which Appointment is requested:

1. Mid-South Substance Abuse Commission 2. 3.

Community Activities/Civic Organization/Boards/Commissions:

Activity / Organization:	Length of Service	Position (s) Held:
Jackson County Dept on Aging	6 Years	Asst Chair

Employment:

Retired from Consumers Energy	Varies	9/70-2/10
Current Employer:	Position:	Dates of Employment:

Education:

Bachelors in Science, Michigan State University - Business Major

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

As an Adult Child of Alcoholic Parents I understand what Substance Abuse can do to citizens and the community and would like to help work to reduce this abuse.

Additional Information you feel may be helpful in considering your request for appointment:

I am working with United Way, involved with my church (including and not limited to the Knights of Columbus)actively involved in Toastmasters and currently working as a greeter for VITA.

Michael L Butchart 2/25/2011
Signature: Date: