

# Calhoun County Judicial Council

Honorable Allen L. Garbrecht  
Chief Circuit Judge

Honorable John R. Holmes  
Chief District Judge

Honorable Gary K. Reed  
Chief Probate Judge

Michael F.  
Probate Court Administ

Jeffrey S. Alba  
Circuit Court Administ

Michelle D.  
District Court Administ

## JUDICIAL COUNCIL STATE OF MICHIGAN, COUNTY OF CALHOUN

37 <sup>TH</sup> CIRCUIT COURT	}	HONORABLE ALLEN L. GARBRECHT
	}	CHIEF CIRCUIT JUDGE
CALHOUN COUNTY PROBATE COURT	}	HONORABLE GARY K. REED
	}	CHIEF PROBATE JUDGE
10 <sup>TH</sup> DISTRICT COURT	}	HONORABLE JOHN R. HOLMES
	}	CHIEF DISTRICT JUDGE

**Administrative Order C37 2003-09J, D10 2003-04J, P13-2003-05J**

### **ORDER REGARDING APPOINTMENT AND COMPENSATION OF COURT-APPOINTED COUNSEL**

This administrative order is issued in accordance with Michigan Court Rule 8.123, Counsel Appointments; Procedure and Records, effective January 1, 2004. The purpose of this order is to adopt a procedure for selecting, appointing, and compensating court-appointed counsel that protects the integrity of the judiciary.

Effective Date: January 1, 2004

#### 1. Administration of program

District Court Administration is responsible for administration of the appointed counsel program at the District Court level. Circuit Court Administration is responsible for administration of the appointed counsel program at the Circuit Court level. Probate Register is responsible for administration of the appointed counsel program at the Probate Court level. The administrative services manager and clerical services supervisor are responsible for administering the appointed counsel program for the Circuit Court - Family Division.

## 2. Selection Criteria and Procedure

A. **Felony List:** Contracts are negotiated with attorneys/law firms to provide court-appointed attorney services. These contracts cover minimum standards/qualifications, performance reviews, compensation, and termination of services. A copy of that contract is attached hereto as Appendix A.

B. **Misdemeanor List:** Interested attorneys submit letters of interest, resumes and copy of their current state bar membership card to the Chief Judge.

- i. Attorneys approved for placement are forwarded to District Court Administration to be added to the rotation list.
- ii. The Chief Judge monitors the performance of the attorney.
- iii. If deficiencies are noted in an attorney's performance, the Chief Judge and court administrator meet with the attorney to develop a corrective action plan. If the corrective action plan is not successful in correcting deficiencies, the attorney is removed from the list.

C. **Probate List:** Interested attorneys submit letters of interest and resumes to the Chief Judge.

- i. Attorneys approved for placement on the list are required to attend an orientation session with the probate judge(s). New attorneys are encouraged to observe proceedings and consult with experienced attorneys.
- ii. The assigned judge monitors attorney performance.
- iii. If deficiencies are noted in an attorney's performance, the Probate Judge and court administrator meet with the attorney to develop a corrective action plan. If the corrective action plan is not successful in correcting deficiencies, the attorney is removed from the list.

D. **Circuit Court - Family Division Lists:** Interested attorneys submit letters of interest and resumes to the Chief Judge.

- i. Attorneys approved for placement on the list are required to attend an orientation session with a family division judge and the chief attorney referee. New attorneys are encouraged to observe proceedings and consult with experienced attorneys.
- ii. The assigned judge monitors attorney performance.
- iii. If deficiencies are noted in an attorney's performance, the Chief Judge and court administrator meet with the attorney to develop a corrective action plan. If the corrective action plan is not successful in correcting deficiencies, the attorney is removed from the list.

## 3. Appointment Process:

A. **Felony Cases in District Court:**

- i. Requests for a court-appointed attorney are referred to the court-appointment clerk.
- ii. **Selection:** The court-appointment clerk assigns an attorney on a rotation basis, based on the contracts signed by the defense attorney pool. If a defendant has had a particular court-appointed attorney in the past, that attorney will be appointed in the current case if available. If an attorney

has a conflict, the next available attorney in the rotation will be appointed in the case. See Appendix A.

- iii. If a case is dismissed and reissued the attorney who is originally appointed will be reappointed. There is no additional compensation for a reappointment.

#### B. Misdemeanor Cases

- i. Requests for a court-appointed attorney are referred to the court-appointment clerk. The clerk determines if a court-appointed attorney is appropriate based upon the law. Judges may order court-appointed counsel in particular cases, and those cases are also referred to the court-appointment clerk for action. In limited circumstances a judge may appoint counsel from the bench if a referral to the court-appointment clerk would delay justice in the particular matter being addressed by the Court.
- ii. Selection: The court-appointment clerk will assign an attorney on a rotation basis. However, if a defendant has had a particular court-appointed attorney in the past, that attorney will be appointed in the current case as well if available. If an attorney has a conflict, the next available attorney in the rotation will be appointed in the case.
- iii. If a case is dismissed and reissued the attorney who is originally appointed will be reappointed. There is no additional compensation for a reappointment.
- iv. The rotation list is reconciled on a monthly basis to insure that appointments are substantially equal.

#### C. Probate Cases

- i. Whenever a person requests a court-appointed attorney, the matter is referred to a deputy probate register to determine eligibility pursuant to statute and/or court rule. In addition, an attorney and/or guardian ad litem will be appointed by the court in matters involving an alleged incapacitated individual, an alleged mentally ill individual or a developmentally disabled person.
- ii. A deputy probate register will assign an attorney and/or guardian ad litem on a rotation basis. If a person has had a court-appointed attorney and/or guardian ad litem in a prior case, that person will be appointed in the current case as well. If an attorney notifies the court of a conflict of interest, the next available attorney in the rotation is appointed to the case.
- iii. The rotation list is reconciled on a monthly basis to insure that appointments are substantially equal.

#### D. Circuit Court - Family Division

- i. Whenever a person requests a court-appointed attorney, the matter is referred to the collections department to determine financial eligibility. In addition, an attorney and/or guardian ad litem will be appointed by the court as required by statute and/or court rule.
- ii. An office assistant will assign an attorney and/or guardian ad litem on a rotation basis for eligible persons. If a person has had a court-appointed attorney and/or guardian ad litem in a prior case, that person will be

appointed in the current case as well. If an attorney notifies the court of a conflict of interest, the next available attorney in the rotation is appointed to the case.

- iii. The rotation list is reconciled on a monthly basis to insure that appointments are substantially equal.

4. Compensation:

A. Felonies: Fees are set forth in the contracts negotiated with the Court and the defense attorney pool. See Appendix A.

B. Misdemeanors: Fees are set by local administrative order. See Appendix B.

- i: Fees are set by the court and reviewed periodically with the funding unit and attorneys.
- ii: Attorneys complete and submit a Statement of Service at the end of each case.
- iii: Statements received are reviewed for accuracy. A voucher is then prepared and submitted to the court administrator for approval. Once approved, the voucher will be forwarded to Accounts Payable in the Calhoun County Finance Department and check is issued. Once issued, the check is released after it has been approved for payment by the Calhoun County Board of Commissioners.

C. Probate Cases:

- i: Fees are set by the court and reviewed periodically with the funding unit and attorneys.
- ii: Attorneys complete and submit a Statement of Service on a monthly basis to the court.
- iii: Statements received by the court are reviewed for accuracy. A voucher is then prepared and submitted to the court administrator for approval. Once approved, the voucher is forwarded to Accounts Payable in the Calhoun County Finance Department where a check is issued. Once issued, the check is released after it has been approved for payment by the Calhoun County Board of Commissioners.

D. Circuit Court - Family Division:

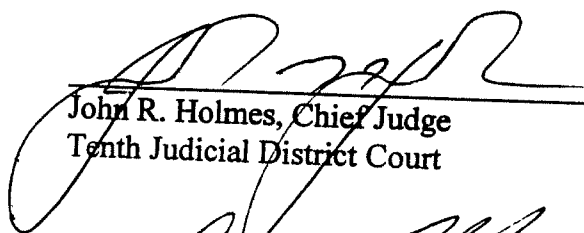
- i: Fees are set by the court and reviewed periodically with the funding unit and attorneys.
- ii: Attorneys complete and submit a Statement of Service on a monthly basis to the court.
- iii: Statements received by the court are reviewed for accuracy by the family division administrator and then submitted to the circuit court administrator for approval. Once approved, the voucher will be forwarded to Accounts Payable in the Calhoun County Finance Department where a check will be issued. Once issued, the check will be released after it has been approved for payment by the Calhoun County Board of Commissioners.

5. Maintenance of records:


- A. The following records are maintained by the Court and compiled annually:
- i. The number of appointments given to each attorney by the Court
  - ii. The number of appointments given to each attorney by each of the judges of the Court.
  - iii. The total amount of public funds paid to each attorney by the Court
  - iv. The total amount of public funds paid to each attorney for assignments by each judge of the Court.

B. Public Access: The public may inspect/obtain copies of any of the above records in accordance with the regulations set forth in Administrative Order 1997-1, "Public Access to Court Records."

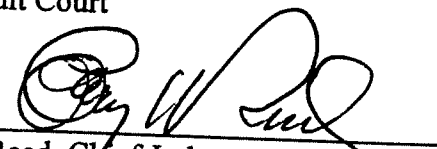
Date: 11/5/03

  
John R. Holmes, Chief Judge  
Tenth Judicial District Court

Date: 11/5/03

  
Allen L. Garbrecht, Chief Judge  
37<sup>th</sup> Circuit Court

Date: 11/5/03

  
Gary K. Reed, Chief Judge  
Calhoun County Probate Court

**37TH JUDICIAL CIRCUIT OF MICHIGAN**  
**POLICY/PROCEDURE DIRECTIVE**

RE: Attorney Eligibility for Assignments

1. Attorneys receiving appointments to represent indigent defendants charged with crimes and paternity matters must possess the ability and competence required by the United States and Michigan Constitutions, case law, and the Code of Professional Conduct. An attorney who wishes to receive appointments for indigent defendants shall file an application with the Circuit Court Administrator. The application shall contain information regarding the attorney's prior criminal case trial experience, address the factors set forth in attachment #1, and such other pertinent matters as the court deems appropriate. Applicants shall verify their prior experience by providing such documentation as the administrator requests.
2. Based on the information contained in the applications, and on a review of the applicants' work on prior felony cases, attorneys who are members in good standing of the State Bar of Michigan will be classified at Level I, II, or III.
  - A. A Level I Attorney:

May only represent a defendant who is charged with a crime carrying a statutory maximum sentence of five (5) years or less; view line-ups, and, represent respondents in criminal/civil contempt matters and probation violations.
  - B. A Level II Attorney:

Must have conducted, through trial and sentencing, at least three (3) felony cases, in Michigan or Federal Courts, during the three (3) years immediately preceding the date of application; and, may, in addition to receiving appointments for Level I cases, represent a defendant charged with an offense carrying a statutory maximum sentence greater than five (5) but not greater than 15 years.
  - C. A Level III Attorney:

Must have conducted, through trial and sentencing, at least six (6) felony cases, in Michigan or Federal Courts, during the three (3) years immediately preceding the date of application; and, may, in addition to receiving Level I and II cases, represent defendants charged with any felony.
3. The Chief Circuit Judge may waive the requirements for Level II or Level III when he determines that an applicant has acquired comparable experience.
4. An attorney who desires reclassification to a higher eligibility level shall forward a written request for reclassification to the administrator. The request shall specify the cases being relied upon to establish the relevant experience requirement and address the factors stated in attachment #1.

37th Judicial Circuit of Michigan  
Policy/Procedure Directive  
RE: Attorney Eligibility for Assignments  
Page 2

5. An attorney may be removed from the roster by the Chief Circuit Judge. The attorney may request a meeting with the Chief Judge to review the reasons for removal. The decision shall be in writing.
6. Any attorney whose name is removed from the roster, unless otherwise notified by the Chief Judge, shall complete his or her work on any cases pending at the time of removal and shall be entitled to voucher for fees in those cases in the usual manner.
7. Any attorney whose name has been involuntarily removed from the roster may apply for reinstatement at any time after a period of six (6) months from the removal date has elapsed.
8. The Court reserves the right to limit both eligibility for and the number of appointments based on the attorney's availability for court appearances. Further, the number of appointments which a sole practitioner filing an appearance in his name alone may receive in a calendar year shall not exceed 200.

The Court reserves the right to limit the number of appointments per year to law firms or groups of attorneys based on consideration of all factors contained in this directive. Further, the Court reserves the right to assign cases to individual contracted attorneys and by classification level.

9. Additional conditions of qualification include that the attorney agrees to:
  - A. Either appear or arrange for an approved, appropriately classified attorney to appear in his/her stead at all scheduled court appearances as long as the substitution is consistent with court rule and with the policy and/or practice of the presiding judge; and,
  - B. Comply with all court rules, procedures, directives and scheduling orders.
  - C. Cooperate in any measure to minimize expense to the county and with all agencies and maximize efficient use of court time and resources.

This updated policy becomes effective January 1, 1999.

Dated: 12/11/98  
Updated 12/11/98

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

**INDIGENT DEFENSE AGREEMENT**

**THIS AGREEMENT**, made this 20th day of December, 2001, by and between the **COUNTY OF CALHOUN**, hereinafter referred to as the **COUNTY**, and the **37<sup>th</sup> JUDICIAL CIRCUIT COURT OF MICHIGAN**, hereinafter referred to as the **COURT**, and **INDIGENT DEFENSE CONTRACTOR(S)** hereinafter referred to as the **ATTORNEY/S**:

**WITNESSETH:**

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

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

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

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

1. The effective term of this **AGREEMENT** shall be from January 1, 2002, through December 31, 2004, thereafter, if mutually agreeable, the contract can be extended on an annual basis or for such length and terms as the parties may mutually agree.
2. The **ATTORNEY/S** agree to provide legal defense services for those felony defendants determined to be indigent and for whom the **ATTORNEY/S** have been appointed and appeared, including final disposition thereof in any court having jurisdiction in the County of Calhoun, giving priority within their offices to said legal services, for up to the total amount of Three Hundred Twenty (\$320.00) dollars and 00/100 per such appointment, not to exceed 200 appointments to each individual attorney, per year of indigent felony cases, circuit court probation violations, post conviction DNA hearings, and felony-derived or investigatory lineups cognizable by the 37<sup>th</sup> Judicial Circuit Court.
3. The **ATTORNEY/S** shall represent, when appointed, only those defendants/respondents who are in fact eligible for court appointed counsel at public expense pursuant to the standards of Michigan law. In the event an **ATTORNEY** feels that an individual for whom he/she has been appointed is not or is no longer entitled to such representation under the law, the **ATTORNEY** shall bring the matter to the attention of the Circuit Court Administrator, in writing, for the further determination of the **COURT**. However, nothing set forth herein shall supersede the attorney-client privilege.



4. Representation of indigent defendants shall include the responsibilities set forth in Michigan Court Rule 6.005(H); the Michigan Rules of Professional Conduct, and the Michigan Court Rules; said responsibilities shall further include, but not be limited to, the following actions and procedures; filing a written appearance on each defendant's behalf; consulting with, advising, attending, and conducting when deemed necessary preliminary examinations; attending pretrial or status conferences of every kind in district court or circuit court; attending lineups and out-of-court identification procedures; hearings on extradition and other issues; trials; plea or sentence negotiations; physical arraignments when necessary; all motions and hearings thereon; representing indigent defendants as to probation violation procedures; at bond hearings in circuit court; and sentencing hearings in circuit court for indigent juvenile offenders who have been waived into circuit court pursuant to law. The responsibility of the ATTORNEY/S shall not extend to post conviction appeals.

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

{a}

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

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

8. The ATTORNEY/S shall maintain a law office at the ATTORNEY/S' expense. The ATTORNEY/S agree to provide adequate personnel, such as secretaries or clerks, and to maintain a functional law office in Calhoun County, Michigan. The office shall be staffed and operational during regular business hours.

9. The ATTORNEY/S agree to maintain adequate professional liability insurance, hold harmless and indemnify the COUNTY, the COURT, and the CALHOUN COUNTY BOARD

**OF COMMISSIONERS, the JUDGES, and their agents, officers, and employees from any and all liability arising out of the ATTORNEY/S' acts or omissions arising under the terms of this AGREEMENT. The ATTORNEY/S shall not be liable for any claims, demands, damages, costs, expenses or attorney fees arising out of an act or omission on the part of the COUNTY and the COURT, its officers, agents, servants, and employees. In addition, the ATTORNEY/S shall at all times during this AGREEMENT maintain professional liability insurance at a minimum of \$300,000.00 for each occurrence/\$100,000.00 for each individual, and automobile insurance in the amount of \$500,000.00 for each occurrence with companies licensed to conduct business in the State of Michigan. Proof of said insurance shall be provided as requested by the COUNTY or COURT.**

10. For the performance of the legal services described herein, each of the ATTORNEY/S shall receive from the COUNTY the amounts as hereinafter set forth during the term of this AGREEMENT, to-wit:

Per appointment: Three Hundred and Twenty (\$320.00) Dollars.

Per Diem Trial Time (if in excess of four [4] hours of court session time in any compensable day): Four Hundred (\$400.00) Dollars.\*

Per Diem Trial Time (if four [4] hours or less of court session time in any compensable day): Two Hundred (\$200.00) Dollars.

\*Denotes that the amount is to be paid for each day of trial time in any appointed felony case beginning with the third day of trial and for each subsequent day or half-day, as described above.

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

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

The COUNTY shall make payments to the ATTORNEY/S by the 15<sup>th</sup> day of each month, in monthly installments of Four Thousand Two Hundred Sixty Seven Dollars and 00/100 (\$4,267.00) plus additional payments for trial time, which shall be made as completed and billed to the COUNTY by the ATTORNEY/S pursuant to the trial time amounts set forth above. The COURT will perform quarterly reconciliations and submit them to the COUNTY by the fifteenth (15<sup>th</sup>) day of the month following the end of each quarter. The COUNTY will then make

adjustments up or down according to the number of appointments made during that period.

Said payments shall be forwarded to the ATTORNEY/S at the business address previously provided.

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

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

13. This AGREEMENT may be terminated by the COUNTY, the COURT, or the ATTORNEY/S in the event the State of Michigan should preempt the system for trial level indigent defense; or, after notice, hearing, and finding by the Chief Judge of good cause, for failure of the ATTORNEY/S to comply with the Policy/Procedures Directive of the 37<sup>th</sup> Judicial Circuit Court dated December 11, 1998 (Directive Attached), the Michigan Rules of Professional Conduct, and the Michigan Court Rules; or if the COUNTY or the ATTORNEY/S fail to perform in a substantial manner the obligations specified in this AGREEMENT, as determined by the COURT. In the event of termination of the AGREEMENT, unless otherwise provided hereunder or directed by the COURT, the ATTORNEY/S appointed in each case still pending at that time shall continue with their obligations to represent the defendant/respondent as if this AGREEMENT were still in effect.

14. Each ATTORNEY shall have the right to subcontract or to hire other attorneys qualified to handle felony and other assigned appointments pursuant to the terms of this AGREEMENT at no additional cost to the COUNTY and with the prior written approval of the COURT and COUNTY. In all cases, however, the original ATTORNEY shall assume responsibility for all services offered. Further, the COUNTY and the COURT shall consider the original ATTORNEY to be the sole point of contact with regard to assigned cases, including payment of any and all amounts resulting from said AGREEMENT. If any part of these services is to be subcontracted, the original ATTORNEY shall provide a complete description of the work

subcontracted and descriptive information about the subcontractor's organization and capabilities. The original ATTORNEY shall be completely responsible for adherence by the subcontractor to all provisions of this AGREEMENT. Subcontractors must comply with the terms of this AGREEMENT, including the requirements of the Court Policy/Procedures Directive dated December 11, 1998 (Directive Attached), the Michigan Rules of Professional Conduct and the Michigan Court Rules.

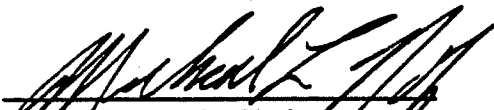
15. Unless otherwise modified herein, the terms and conditions contained in RFP # 14-01, Attorney's Response to RFP # 14-01, are incorporated as part of this AGREEMENT. In the event of conflict, the documents shall prevail in the following order: This AGREEMENT, RFP # 14-01, Attorney's Response to RFP # 14-01.

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

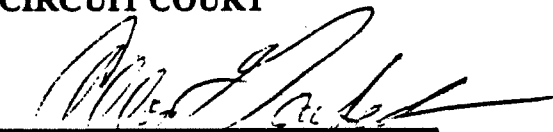
IN WITNESS WHEREOF, the parties hereto have executed the foregoing AGREEMENT on the date and year first above written.

COUNTY OF CALHOUN

ATTORNEY/S

  
\_\_\_\_\_  
Michael L. Nofs, Chairman  
Board of Commissioners

CIRCUIT COURT

  
\_\_\_\_\_  
Allen L. Garbrecht  
Chief Circuit Judge

TENTH JUDICIAL DISTRICT COURT  
STATE OF MICHIGAN, COUNTY OF CALHOUN

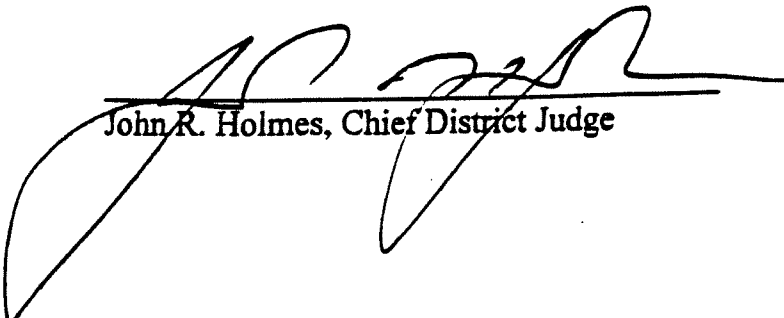
DISTRICT COURT POLICY	)	
	)	HONORABLE JOHN R. HOLMES
	)	Chief District Judge
IN RE: PAYMENT OF MISDEMEANOR	)	
COURT-APPOINTED COUNSEL	)	

**ORDER REGARDING PAYMENT  
OF MISDEMEANOR COURT-APPOINTED COUNSEL**

IT IS HEREBY ORDERED THAT the following procedures will apply to the payment of attorney fees for court-appointed counsel on misdemeanor cases:

1. District Court rates will be as follows:
  - a. A flat fee of \$100.00 is paid for each case disposed of prior to trial for non-alcohol related offenses.
  - b. A flat fee of \$150.00 is paid for drinking and driving offenses such as OUIL, DWAI, UBAL, etc.
  - c. If two criminal offenses from the same incident are charged to one case file, the lesser charge will carry a \$50.00 flat fee.
  - d. A fee of \$35.00 per trial hour will be paid if a trial is held.
  - e. There is a maximum of \$245.00 per case on appeals.
  - f. Service of subpoenas is an allowable expense and will be paid at the rate of \$16.00 plus mileage according to MCLA 600.2559(1)(n), mileage to be paid at the rate of \$.34.5 per mile according to the provisions of 1982 Public Act 173 [MCLA 600.2559(4)].
  - g. In cases where it appears that fees might exceed the above stated amounts in 1 a-f, the appointing judge must be contacted to discuss the reimbursement rate.
  - h. When an attorney is appointed, the case is dismissed and the court-appointed attorney submits an invoice for payment, then the case is re-issued, there will not be another appointment. The first appointment will be in effect and any fees billed and received will be considered payment on the reissued case.

2. Statement of Service and Order for Payment of Court Appointed Counsel (MDC-99) processing
- a. Each time an attorney is appointed to represent a defendant, they will be sent a "Statement of Service and Order for Payment of Court Appointed Attorney" to invoice their fees. The form will include the case number, plaintiff and defendant's name and the date of appointment.
  - b. The "Statement of Service" is a colored form. The original colored statement is the form that must be processed. No copies will be accepted by the court for payment.
  - c. At the final disposition, or when it becomes apparent that there may be a long delay prior to further court action (a bench warrant for failure to appear, etc.), the attorney will fill out his/her area of the original Statement of Service including the final disposition date and disposition. To complete the form, the attorney must date and sign the form with P#.
  - d. The attorney can have the presiding judge sign the order for payment and leave the statement with the court officer or take the statement to the District Court Clerk's office and put in the drop box.
  - e. The attorney may prefer to mail the statement to the court. If so, mail to: Patricia Barnes, 10<sup>th</sup> District Court, 161 E. Michigan Ave., Battle Creek, MI 49014.
  - f. After the "Statement of Service" has been completed by the attorney, judge and signed for authorization by the court administrator, it will be sent to Calhoun County Accounts Payable Department where a check will be issued for payment. The check will be released after it has been approved for payment at the next scheduled Calhoun County Commission meeting that occurs within the submission time frame of items to be brought before the board.
  - g. If an approved court-appointed attorney is appointed by a judge from the bench, the court-appointed attorney must notify the Court Investigator for proper processing of paperwork.
  - h. Only one case may be invoiced on each Statement of Service (MDC-99).

DATED: 4-3-01  
John R. Holmes, Chief District Judge