

46<sup>th</sup> CIRCUIT COURT OTSEGO DEFENSE CONTRACT  
87-A DISTRICT COURT OTSEGO DEFENSE CONTRACT  
OTSEGO COUNTY PROBATE COURT DEFENSE CONTRACT

August 1, 2012 – July 31, 2015

The undersigned agree as follows:

1. That Gary L. Gelow, (hereinafter “Contract Administrator”) shall provide legal representation to all indigent parties charged with offenses cognizable in the Otsego County Court system (understood by all parties to include the circuit, district, and probate courts of Otsego County Michigan only) pursuant to MCR 6.101. Further, the Contract Administrator shall provide representation to all minors whose parents or guardians are indigent and who are charged with criminal offenses. Further, the Contract Administrator shall provide representation to all parties who are indigent and are involved in a matter or allegation of abuse and/or neglect of a minor child, or who are involved in protective proceedings (DD, MI, LIP, etc.). Legal representation shall be provided by and through the Contract Administrator through a series of subcontractors with various attorneys and/or law firms. The Otsego County Courts, by and through its Chief Judges, retains the right to approve or reject any of the subcontractors tendered by and through this instant agreement.
  
2. The Otsego County Courts, by and through its Chief Judges, does hereby agree that the Contract Administrator shall be compensated at the rate of **Eleven thousand, five hundred, eighty nine and 50/100 (\$11,589.50)** dollars per month for the term of August 1, 2012, through July 31, 2013, for the services provided in #1 above.
  
3. The Otsego County Courts, by and through its Chief Judges, does hereby agree that the Contract Administrator shall be compensated at the rate of **Eleven thousand, seven hundred, five and 40/100 (\$11,705.40)** dollars per month for the term of

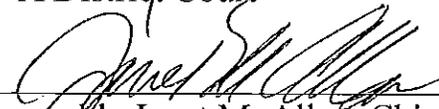
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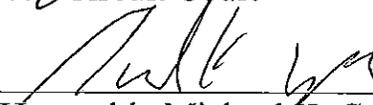
August 1, 2013, through July 31, 2014, for the services provided in #1 above.

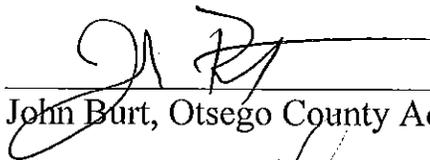
4. The Otsego County Courts, by and through its Chief Judges, does hereby agree that the Contract Administrator shall be compensated at the rate of **Eleven thousand, eight hundred, twenty-two and 45/100 (\$11,822.45)** dollars per month for the term of August 1, 2014, through July 31, 2015, for the services provided in #1 above.
5. The monthly payment shall be made in advance, commencing on or about August 1, 2012, and continuing through each and every month thereafter during the term of the contract, based on Otsego County's warrant (check disbursement) schedule.
6. The Contract Administrator shall accept, without further compensation, representation of five indigent parties, per year, who desire to appeal a final disposition of the Otsego County Courts.
7. Court ordered appointment shall, pursuant to the provision of this contract, apply only to those circumstances where Michigan Constitution, Michigan statutes, or Michigan Rules of Court require the appointment of counsel, including probation violation charges.
8. Contract attorneys must resolve conflicts to ensure legal representation is present at the scheduled hearing so the hearing can proceed as scheduled.
9. The Contract Administrator has the affirmative obligation to review an indigent defendant's financial status and advise the appropriate presiding judge in the event the Contract Administrator or any attorney determines that a defendant is not entitled to court appointed counsel for lack of indigency.
10. The parties agree that either party to the instant contract may be cancelled without liability upon ninety (90) days written notice.

11. The contract attorneys shall maintain professional liability insurance in an amount no less than \$400,000 per claim and \$1,000,000 aggregate throughout the term of this contract.
12. The Contract Administrator shall serve as liaison to the Chief Judges of the Otsego County Courts regarding the administration and/or procedural matters involved in the administration of this instant contract.
13. That appointments which are made during the term of this instant contract shall be completed through final disposition without additional compensation irrespective of the cancellation, revocation, or non-renewal of this instant contract.

Dated: 6-13-12   
Honorable Patricia A. Morse, Chief Judge  
87-A District Court

Dated: 6-14-12   
Honorable Janet M. Allen, Chief Judge  
46<sup>th</sup> Circuit Court

Dated: 6-13-12   
Honorable Michael K. Cooper, Chief Judge  
Otsego County Probate Court

Dated: 6/28/12   
John Burt, Otsego County Administrator

Dated: 6-19-12   
Gary L. Gelow, Contract Administrator

DECLARATIONS

Attaching To and Forming a Part of Policy No. : <b>73LPL101134</b>		Renewal Policy No. :
ITEM 1	<b>NAMED INSURED:</b> Gary L Gelow Attorney at Law <b>ADDRESS:</b> 1229 Gornick Ave Gaylord, MI 49734	
ITEM 2	<b>PREDECESSOR FIRMS:</b> N/A	
ITEM 3	<b>POLICY PERIOD:</b> From 06/01/2012 To 06/01/2013 Both days at 12:01 a.m. at the mailing address of the Named Insured as shown here.	
ITEM 4	<b>RETROACTIVE DATE:</b> 06/01/1997 This insurance will not apply to any act, error, or omission which occurred prior to the date indicated here.	
ITEM 5	<b>LIMITS OF LIABILITY:</b> PER CLAIM: \$ 1,000,000 AGGREGATE: \$ 1,000,000	
ITEM 6	<b>DEDUCTIBLE:</b> PER CLAIM: \$ 1,000 AGGREGATE: \$ N/A	
ITEM 7	<b>ANNUAL PREMIUM:</b> \$ 1,197	
ITEM 8	<b>POLICY FORM:</b> ATY-0001-00-01	
ITEM 9	<b>ENDORSEMENT SCHEDULE:</b> FORM NO. ENDORSEMENT NAME ATY-9001-MI-01 MI Amendatory	
ITEM 10	<b>PRODUCER:</b> L Squared Insurance Agency LLC 5075 Cascade Rd Ste E Grand Rapids, MI 49546-3751	
ITEM 11	IF YOU HAVE QUESTIONS, PLEASE CALL: 1-877-728-8776	

IN WITNESS WHEREOF, we have caused this Policy to be signed by our president and secretary and countersigned where required by law on the Declarations page by our duly authorized representative.

Countersigned By: \_\_\_\_\_

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

