**GUARDIAN AD LITEM SERVICES FEE AGREEMENT BETWEEN**

**LEGAL AID SOCIETY OF MILWAUKEE, INC.**

**AND MILWAUKEE COUNTY**

Milwaukee County, a municipal body corporate in the State of Wisconsin, and the Legal Aid Society of Milwaukee, Inc., a Wisconsin non-profit corporation, hereinafter respectively described as “County” and “Society,” agree as follows:

**PREAMBLE**

Milwaukee County and the Legal Aid Society of Milwaukee aspire to create a guardian ad litem office modeled on the *Best Practice Guidelines of the National Association of Counsel for Children.* The parties recognize that current economic realities facing Milwaukee County government preclude adequate funding to achieve the recommended caseload and other standards contained therein. Nonetheless, the County and the Society pledge their cooperation to work towards achieving their common aspiration, including but not limited to seeking outside funding for the guardian ad litem office.

1. **PURPOSE.**

Milwaukee County may be required by Wisconsin law or by order of a court to provide payment for services of guardians ad litem when authorized by the court. Guardians ad litem are allowed reasonable compensation for their services, which services are dependent upon court determination and review. The participating court-appointed counsel or guardians ad litem, whether as a law firm or as individuals, act as independent agents and are required to meet the professional standards of the courts, statutes, Rules of Professional Conduct for Attorneys, and legal community. Milwaukee County acts as a fiscal agent in cases where payment is authorized by the court to be made by the County for reasonable compensation for services. The purpose of this agreement is to set forth the fiscal procedures and proper use and fee schedule for payment.

**II. SOCIETY.**

The Society agrees to and understands the following:

1. The Society shall provide legal representation to indigent minors and incompetents in all Milwaukee County Circuit Court branches as duly appointed guardians ad litem or other court-appointed counsel. The staff for this representation shall be sufficient to provide the services required by this agreement, as determined by the Society, including lawyers, investigative social workers, and support staff.
2. The Society shall provide administrative, supervisory, and consultant services necessary for efficient operations and fulfillment of obligations assumed by it herein.
3. The Society and its personnel shall comply with all federal, state and local laws and regulations and shall maintain in good standing all licenses and certifications relating to the services provided pursuant to this agreement. GALs shall meet face to face with wards before all contested final hearings.
4. Legal representation shall consist of providing guardian ad litem services or other court-appointed counsel in 2,800 cases per year from January 1, 2013 through December 31, 2015. A “case” for this purpose shall be defined as (1) each new petition, which shall include the first Permanency Plan hearing; (2) each subsequent Permanency Plan Review on a TPR or CHIPS case where no other petition is pending; (3) each new petition for a sibling where an existing order exists; (4) each objection to a notice of change in placement, each counting as one case; (5) each case with a jury trial demand, where discovery has been completed and the case prepared for trial, shall count as an additional separate case; (6) each *Machner* hearing in which the GAL acts as appellate counsel shall count as an additional separate case; (7) each Court of Appeals or Supreme Court proceeding in which a Notice of Appeal is served on the GAL shall count as an additional separate case; (8) each Family Court matter in which a paternity case is filed against a third party after the husband defeats the marital presumption shall count as an additional separate case; (9) each Children’s Court case in which a parent enters Phase II of the Family Drug Treatment Court shall count as an additional separate case.
5. The Society may elect to accept appointments from the Milwaukee County Circuit Court to provide representation in more cases than required by paragraph II-D, *supra*. In the event that such additional cases are accepted by the Society, Milwaukee County shall compensate the Society for each case in the amount of $648 for cases in excess of 2,800 accepted in calendar year 2013, $655 for cases accepted in 2014, and $664 for cases accepted in 2015. Such compensation shall be made within fifteen (15) days of the Office of the Clerk of Court’s receiving an affidavit from the Executive Director of the Society, attesting to the number of cases to which the Society has been appointed in excess of the amount provided for in paragraph II-D of this agreement. This affidavit may be submitted as soon as an appointment by the Court is accepted by the Society or at any time thereafter.
6. Annually, the Society shall submit a certified audit report of its income and disbursements. The audit report shall include:
7. Explicit assurance that, on the basis of normal tests, documentation of

expenditures charged to the County is adequate in terms of criteria generally applied for income tax purposes, and that the expenditures are consistent in nature with the intent of the County’s appropriations and with normal County expenditure limitations.

1. Representatives of Milwaukee County shall have the right of access to financial and other records of the Society as may be necessary to evaluate or confirm the Society’s charges for services performed under the contract.
2. The Society shall prepare, when requested upon reasonable notice, monthly statistical data (including case number and type) demonstrating the nature and volume of work performed in each area of service in a requested month, in compliance with statutory reporting requirements.

**III. COUNTY.**

The County agrees to and understands the following:

A. Milwaukee County shall continue to provide the Society with suitable furnished office space, as well as providing office furniture and machines, telephone services, interface with the Circuit Court’s computerized case calendaring and case management system, file storage space, heat, light, maintenance and janitorial service at the Milwaukee County Children’s Court Center. The Society shall continue to provide office space at its downtown office for Society staff serving the branches of the Milwaukee County Circuit Court located at 901 North Ninth Street, Milwaukee, Wisconsin.

B. Payment totaling $1,814,400 (=2,800 x $648) shall be remitted in twelve monthly installments of $151,200 during the 2013 calendar year. Payment totaling $1,834,000 (=2,800 x $655) shall be remitted in twelve monthly installments of $152,833.33 during the 2014 calendar year. Payment totaling $1,859,200 (=2,800 x $664) shall be remitted in twelve monthly installments of $154,933.33 during the 2015 calendar year.

C. The Society shall receive reimbursement at Milwaukee County’s standard rate for out-of-county home visits that take place more than 50 miles from Milwaukee County. GALs in Family Court cases shall not be required to prepare orders, findings, and judgments in cases where at lease one party is represented by private counsel.

D. In the event that the County determines, based on the statistical data submitted pursuant to sec. II-G, *supra*, or through other accurate information, that the Society is unlikely to accept the number of appointments required by this fee agreement as provided in sec. II-D, *supra*, the County may prorate the monthly payments required by sec. II-B, *supra*, so that the total of the payments corresponds to the fraction of cases accepted as compared to the case levels set forth in sec. II-D, *supra.* If, at the end of this contractual term, the Society has accepted payments that exceed the multiplied product of the number of cases accepted times the average cost per case provided herein for the applicable calendar year, it shall refund to the County the amount that exceeds this product.

**IV. ADDITIONAL PROVISIONS.**

A. Subject to prior approval of the Milwaukee County Board of Supervisors, this contract may be extended upon mutual consent with payments hereunder continuing on a monthly basis for the period of such extension.

B. The Society shall notify the County in writing whenever it is unable to provide the required quality or quantity of services. Upon such notification, the parties shall mutually determine whether such inability will require a revision or termination of this agreement.

C. The Society is, at all times, acting and performing as an independent contractor, duly authorized to perform the acts hereunder. The Society’s staff are not employees of Milwaukee County.

D. Indemnity: Except for acts done or taken at the direction of, or pursuant to County policy, procedures or personnel, or injuries occurring on County property allegedly due to property condition or maintenance, the Society shall indemnify, to the fullest extent permitted by the law, the County and its agents, officers and employees, from and against all loss or expense, including costs and attorneys’ fees by reason of liability for damages, including suits at law or in equity, caused solely, or, if in part then to that extent, by an wrongful, intentional or negligent act or omission of the Society or its agents, which may arise out of, or are in any manner connected with, the activities inherent in this agreement. It is not intended by this provision that the Society shall be obligated to defend or indemnify the County as a consequence of any claim wherein there are allegations, claims and/or findings against the County because of County policies, procedures, acts or omissions of County employees or directions given by County personnel to the Society or its personnel. The Society understands and agrees that financial responsibility for such claims or damages for bodily injury or property damage, including loss of use to any person or the Society’s employees and agents, shall rest with the Society to the extent herein provided. The Society shall effect or maintain any insurance coverage, including but not limited to, Wisconsin Worker’s compensation, Employer’s Liability, and General, Professional and Automobile Liability, to support such financial obligations. This indemnification obligation shall not be reduced in any way by limitation on the amount or type of damages, compensation, or benefits payable under Worker’s Compensation Acts or insurance provisions.

E. Non-Discrimination, Equal Employment Opportunity and Affirmative Action.

1) No eligible client shall be denied services or be subject to discrimination because of age, race, religion, color, sex, national origin, sexual orientation, handicap, physical condition, or other developmental disability.

2) The Society agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, sex, national origin, sexual orientation, handicap, physical condition, or other developmental disability as defined in sec. 51.01, Wis.Stats.

3) The Society agrees to comply with the provisions of sec. 56.15, Milwaukee County General Ordinances, Equal Employment Opportunity Certificate for Milwaukee County, which is incorporated herein by reference.

F. The Legal Aid Society shall comply with rules of the First Judicial Administrative District as published by the Chief Judge, reserving, however, its right to exercise independent professional discretion in representing the rights of its clients, consistent with the Rules of Professional Conduct for Attorneys.

G. The validity, legality, and all matters relating to the interpretation and effect of this agreement, including any rider thereto, shall be governed by the laws of the State of Wisconsin and United States Constitution.

H. This contract may be terminated by either party providing 120 days written notice to the other party. In the event of such termination, all property of Milwaukee County shall be returned.

I. This agreement shall commence January 1, 2013, and terminate December 31, 2015.

Dated and executed this 25th day of November, 2012.

MILWAUKEE COUNTY LEGAL AID SOCIETY

OF MILWAUKEE, INC.

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Clerk of Circuit Court/Register in Probate Executive Director

(No corporate seal)

Approved as to Form, Independent Contractor Status, and Risk Management:

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Corporation Counsel Department of Administration

(Risk Management)

Approved on behalf of the Judiciary of the Milwaukee County Circuit Court:

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Chief Judge, Milwaukee County Circuit Court