

MUSKEGON COUNTY BOARD OF COMMISSIONERS
MUSKEGON COUNTY, MICHIGAN

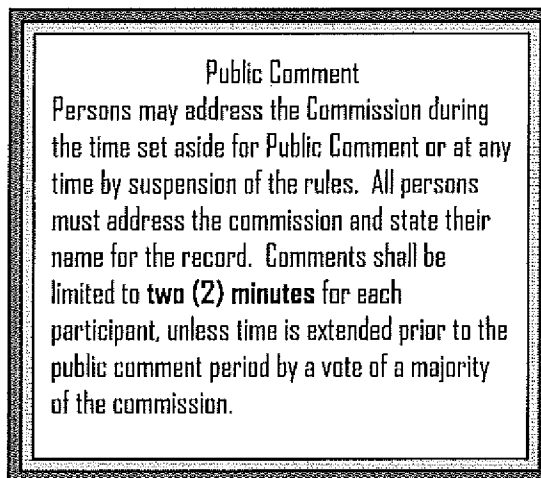
AGENDA

COURTS/PUBLIC SAFETY COMMITTEE

Hall of Justice
990 Terrace, Muskegon, MI
January 10, 2012 - 3:30 PM

I. John Snider, II, Chair
Anthony Longmire, Vice-Chair

-
1. Call to Order
 2. Roll Call
 3. Approval of Minutes of December 6, 2011
 4. Public Comment (on an agenda item)
 5. Items for Consideration
 - CPS12/01 - 01 (Circuit Court/Family) Authorize Circuit Court to Enter into a Contract with J. Christopher Wilson to Provide Full-Time Public Defender Services and Joseph Fisher to Provide Half-Time Public Defender Services
 - CPS12/01 - 02 (Circuit Court/Family) Authorize Circuit Court to Enter into Contracts with Public Defenders and Contract Attorneys
 - CPS12/01 - 03 (Sheriff's Office) Approve the Purchase of Sheriff's Radios and Related Equipment
 - CPS12/01 - 04 (Sheriff's Office) Approve Acceptance of the FY2012 DNR Snowmobile Law Enforcement Program Grant
 6. Old Business
 7. New Business
 8. Public Comment (on a new topic)
 9. Adjournment



AMERICAN DISABILITY ACT POLICY FOR ACCESS TO OPEN MEETINGS OF THE
MUSKEGON COUNTY BOARD OF COMMISSIONERS AND ANY OF ITS
COMMITTEES OR SUBCOMMITTEES

The County of Muskegon will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities who want to attend the meeting upon 24-hours notice to the County of Muskegon. Individuals with disabilities requiring auxiliary aids or services should contact the County of Muskegon by writing or calling: Administration, 990 Terrace Street, Muskegon, MI 49442 (231) 724-6520

**Muskegon County
Courts/Public Safety Committee Meeting
December 6, 2011
3:30 p.m.
Hall of Justice, 4th Floor
Muskegon, MI**

MINUTES

CALL TO ORDER

The meeting was called to order by Commissioner Snider at 3:30 p.m.

ROLL CALL

Present: Lewis Collins, Benjamin Cross, James Derezinski, Marvin Engle, Alan Jager, Anthony Longmire, Kenneth Mahoney, Scott Plummer, Robert Scolnik, I. John Snider, Rillastine Wilkins

APPROVAL OF MINUTES

It was moved by Longmire, supported by Engle, to approve the minutes of the November 1, 2011, meeting as written. Motion Carried.

PUBLIC COMMENT (On an agenda item)

None.

ITEMS FOR CONSIDERATION

CPS11/12 - 42 It was moved by Engle, supported by Plummer, to authorize the Circuit Court to establish and fill the position of IV-E Coordinator in the Circuit Court, Family Division at a salary range of \$47,172 - \$59,789. Motion Carried.

CPS11/12 - 43 It was moved by Derezinski, supported by Engle, to approve the Corrections Services Deputy Director to enter into an agreement with the BizStream Company beginning February 1, 2012 through September 30, 2012 to provide the Youth Center web based case management system at a cost of \$399 per month. Motion Carried.

OLD BUSINESS

None.

NEW BUSINESS

None.

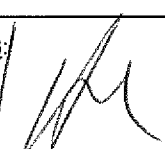
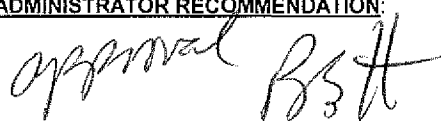
PUBLIC COMMENT (On a new topic)

None.

ADJOURNMENT

There being no further business to come before the Courts & Public Safety Committee, the meeting adjourned at 3:35 p.m.

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Courts and Public Safety		BUDGETED X	NON-BUDGETED □	PARTIALLY BUDGETED □
REQUESTING DEPARTMENT Circuit Court		COMMITTEE DATE January 10, 2012		REQUESTOR SIGNATURE Patricia A. Steele
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVE)				
<p>Effective January 1, 2012, Al Swanson has resigned his position as a Public Defender with the 14th Judicial Circuit.</p> <p>After posting the opening and reviewing the candidates for the position, the Court has determined that the best qualified candidate to fill Mr. Swanson's full time position with Judge Graves is J. Christopher Wilson. Mr. Wilson is currently the half-time Public Defender with Judge Marietti. Again after soliciting interest, the court has determined that the most qualified person to fill the part-time position with Judge Marietti is Joseph Fisher.</p> <p>The Court is asking the Board's approval to enter into a contract with Mr. Wilson in the amount of \$130,000 and Mr. Fisher in the amount of \$65,000 effective January 1, 2011. These are the approved contractual amounts that the County and the Court have budgeted for Circuit Court Public Defender positions in 2012.</p> <p>I am asking that the Board grant its approval retroactive to January 1, 2012. This request is budget neutral.</p>				
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)				
<p>I move that the Board authorize the Circuit Court through its Chief Judge to enter into a contract with J. Christopher Wilson to provide full time Public Defender services to the Court in the amount of \$130,000 and to Joseph Fisher to provide half-time Public Defender services in the amount of \$65,000 effective January 1, 2012.</p>				
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)				
<u>HUMAN RESOURCES ANALYSIS:</u>		<u>FINANCE & MANAGEMENT ANALYSIS:</u> <i>Recommend Approval</i> 		
<u>CORPORATE COUNSEL ANALYSIS:</u> Concur D. Hughes		<u>ADMINISTRATOR RECOMMENDATION:</u> <i>approval</i> 		
AGENDA DATE: <i>1/10/12</i>	AGENDA NO.: <i>CPS 12/01-01</i>	BOARD DATE: <i>1/12/12</i>	PAGE NO.	

**PUBLIC DEFENDER AGREEMENT
WITH _____**

THIS AGREEMENT, is entered into effective as of the first day of October, 2011, by and between the County of Muskegon, a Michigan municipal corporation, hereinafter referred to as "County", and _____, hereafter referred to as "_____".

WITNESSETH:

WHEREAS, the County of Muskegon is in need of a continuing, just, effective, and economical system for providing attorneys at County expense to defend those individuals who are charged with serious criminal offenses or criminal contempt of court and cannot 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 Muskegon County and one or more law firms to provide such services as may be needed; and

WHEREAS, _____ as referenced above has represented that he is ready, willing, and able to provide such services on a contract basis; and

WHEREAS, the Circuit Court, by and through Chief Judge William C. Marietti has appointed _____ to function in the capacity of "Public Defender";

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

AGREEMENT

1. The term of this Agreement shall be deemed effective from October 1, 2011, through September 30, 2012.
2. _____ agrees to provide the legal defense services for all appointed indigent criminal defendants charged with serious crimes and criminal contempt requiring and obtaining court appointed counsel during the term of this Contract.
3. If it is judicially determined that a person accused of a serious crime is entitled to court appointed counsel, then Circuit and/or District courts for Muskegon County shall appoint _____, functioning in the capacity of "Public Defender", or such other appointed public defender in such matters as the Court may deem appropriate, to represent said accused and, from time to time, when necessary, _____ may utilize other members of his firm to fulfill the obligations hereunder who are either approved by the Court or on a pre-approved list of substitute counsel.

_____ may assign new representation of the accused person to another attorney from his law firm or associated with his law firm, provided, however, the other attorney delegated the case is capable of and shall provide constitutionally satisfactory services. Any such attorney

must first be approved by the Court or be on a pre-approved list of substitute counsel.

4. If it is judicially determined that a person charged with criminal contempt of court is entitled to court appointed counsel, then said Court shall appoint _____ or another Public Defender Office to represent said accused.

5. That, for the performance of the above described services, the County agrees to pay _____ the annual sum of _____. Said sums will be paid on a monthly basis in equal monthly installments. Said installments shall be subject to proration in the event of a termination of this Agreement.

6. _____ agrees that his obligations under this Agreement to represent indigent criminal defendants shall take precedence over any and all other commitments that he might have in the course of his legal practice.

7. _____ shall perform the services under this Agreement as an independent contractor and not an employee of the County. _____ understands and acknowledges that he is not entitled to any benefits of a County employee including, but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

8. County shall not be responsible for paying any taxes on _____'s behalf. Should County be required to do so by State, Federal or local taxing agencies, _____ agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following, FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and workers' compensation insurance.

9. This Agreement will remain in force and effect beyond the period hereof pending the execution of a new agreement in the event both parties hereto express a desire to continue same, either pending negotiation of a new rate, development of a new Agreement, or change in appointment by the Circuit Court. In the case of such interim continuation, _____ shall be paid at the same rate, subject to monthly proration of services performed.

10. This Agreement may be terminated by the County if:

A. _____ fails to perform his obligation under this Agreement or has not provided adequate counsel for those individual defendants he is appointed to represent in a manner satisfactory to the Circuit Court for the County of Muskegon, or

B. Change of law relieves County of obligation to fund such services, or

C. The Circuit Court elects to terminate _____'s appointment as a Public Defender.

11. _____ shall be required to keep adequate records of all appearances and services on behalf of defendants represented under this Agreement and shall make such records available to the Muskegon County Circuit Court and Muskegon County Board of Commissioners. Such bodies shall reasonably direct _____ to provide written explanation when cases are referred due to conflict, to non-contract attorney for payment at hourly rate under Paragraph 5.

12. It is understood that County, through its Board of Commissioners, is solely undertaking funding of this program without undertaking any supervisory responsibility whatsoever.

13. _____ agree to indemnify and hold County harmless from any and all complaints filed against County by third party as a result of or attributable to acts or omissions of _____ to this Contract. _____ agrees to provide and maintain during the term of this Contract, malpractice insurance coverage at a minimum of One Hundred Thousand Dollars (\$100,000) per incident and to provide proof of same to County upon request.

COUNTY OF MUSKEGON

Dated: _____, 2012

By _____
Kenneth Mahoney, Chair
Muskegon County Board of Commissioners

MUSKEGON COUNTY CIRCUIT COURT

Dated: _____, 2012

By _____
William C. Marietti
Chief Circuit Judge

Dated: _____, 2012

By _____
Public Defender

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Courts and Public Safety		BUDGETED xxx	NON-BUDGETED □	PARTIALLY BUDGETED □	
REQUESTING DEPARTMENT Circuit Court	COMMITTEE DATE January 10, 2012	REQUESTOR SIGNATURE Patricia A. Steele			
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVE)					
<p>The Muskegon County Circuit Court wishes to continue the legal services of attorneys who provide legal representation in criminal and family division cases, as required by law, to indigent defendants and families. The contract costs reflect the volume of work each attorney handles. The attorneys will provide services to each court as follows:</p> <ul style="list-style-type: none"> • One full time public defender is assigned to Judge Graves - \$130,000 • One full time public defender is assigned to Judge Hicks - \$130,000 • One half time public defender is assigned to Judge Marietti - \$65,000 • One part-time public defender is assigned to handle conflicts - \$47,258 • One part-time public defender is assigned to handle Preliminary Hearings - \$45,000 <p>The court asks that each of the eight family division contract attorneys be reimbursed at the rate of \$45,000 annually. These attorneys are Gary Veurink, Edna Kass, Chad Catalino, Michael Walsh, David Kortering, David Williams, Thoa Du and Karen Groenhut. The total cost of the family division contracts is \$360,000.</p> <p>The cost for attorneys providing legal representation to indigents in the Circuit Court is \$777,258, the Circuit Court's budgetary allocation for 2012. I further request that this authorization be retroactive to October 1, 2011.</p>					
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)					
I move that the Board authorize the Circuit Court, through its Chief Judge the Honorable John C. Ruck to enter into contracts with the following attorneys as follows effective October 1, 2011:					
Public Defenders		Contract Attorneys			
Al Swanson	130,000	Gary Veurink	\$ 45,000	David Kortering	\$45,000
Fred J. Lesica	130,000	Edna Kass	45,000	Thoa Du	45,000
J. Christopher Wilson	65,000	Chad Catalino	45,000	Karen Groenhout	45,000
Joseph Fisher	45,000	Michael Walsh	45,000	David Williams	45,000
Frederic F. Balgooyen	47,258				
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)					
HUMAN RESOURCES ANALYSIS:		FINANCE & MANAGEMENT ANALYSIS:			
		<i>Recommended Approval AH</i>			
CORPORATE COUNSEL ANALYSIS:		ADMINISTRATOR RECOMMENDATION:			
Concur D. Hughes		<i>approval ppgst</i>			
AGENDA DATE:	AGENDA NO.:	BOARD DATE:	PAGE NO.		
<i>1/10/12</i>	<i>CP512/01-02</i>	<i>1/12/12</i>			

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Courts and Public Safety	BUDGETED <input checked="" type="checkbox"/> NON-BUDGETED <input type="checkbox"/> PARTIALLY BUDGETED <input type="checkbox"/>
REQUESTING DEPARTMENT Sheriff	COMMITTEE DATE 01/10/12
REQUESTOR SIGNATURE Dean Roester	
<p>SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)</p> <p>The Sheriff's Capital Equipment budget for FY12 includes funding for portable and mobile radio equipment upgrades in order to meet the mandates set forth by the Federal Communications Commission that all licensees using 25 kHz radio systems migrate to narrowband 12.5 kHz channels by January 1, 2013. The Sheriff's Office has recently been informed that Muskegon County Central Police Dispatch will have their radio systems upgraded by April, 2012. As such, all law enforcement agencies utilizing the Muskegon Central Police Dispatch radio system must have their systems upgraded by April, 2012. The Sheriff is therefore requesting to expedite the purchase of the necessary radios and related equipment through T&W Electronics in Grand Rapids. T&W Electronics has the State of Michigan purchasing contract, #071B020127. The total cost of the upgrade is \$64,686 which includes: 10 mobile trunk mount radios for Road Patrol at a cost of \$1,235 per radio; 20 portable hand-held radios for Road Patrol at a cost of \$682 per radio; 50 portable radios for the Jail/Court Security at a cost of \$651 per radio; 8 multi-unit chargers at a cost of \$487 per charger and 40 speaker microphones at a cost of \$56.25 each. Installation of the 10 mobile radios will be completed by Emergency Services which is the company currently providing fleet maintenance for the Sheriff's fleet.</p>	
<p>SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)</p> <p>I move to approve the purchase of the Sheriff's radios and related equipment as budgeted in the capital equipment budget for FY12 in the amount of \$64,686 from T&W Electronics in Grand Rapids through the State of Michigan purchasing contract.</p>	
<p>ADMINISTRATIVE ANALYSIS (AS APPLICABLE)</p>	
<p><u>HUMAN RESOURCES ANALYSIS:</u></p>	<p><u>FINANCE & MANAGEMENT ANALYSIS:</u></p> <p style="text-align: center;"><i>Approved [Signature]</i></p>
<p><u>CORPORATE COUNSEL ANALYSIS:</u></p>	<p><u>ADMINISTRATOR RECOMMENDATION:</u></p> <p style="text-align: center;"><i>Approval [Signature]</i></p>
AGENDA DATE: 1/10/12	AGENDA NO.: CPS 12/01-03
BOARD DATE: 1/12/12	PAGE NO.

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Courts and Public Safety	BUDGETED <input checked="" type="checkbox"/> NON-BUDGETED <input type="checkbox"/> PARTIALLY BUDGETED <input type="checkbox"/>		
REQUESTING DEPARTMENT Sheriff	COMMITTEE DATE 01/10/12		
REQUESTOR SIGNATURE Dean Roesler			
<p>SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)</p> <p>The Sheriff is requesting to accept the grant award from the Michigan Department of Natural Resources for the FY2012 Snowmobile Law Enforcement Program Grant in the amount of \$6,594. This grant provides 85% reimbursement, \$5,605, for patrolling designated trails within Muskegon County. The County's share of this program is \$1,164. The grant period is October 1, 2011 – April 30, 2012.</p>			
<p>SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)</p> <p>I move to approve acceptance of the FY2012 DNR Snowmobile Law Enforcement Program Grant in the amount of \$6,594 and to adjust the County's budget accordingly.</p>			
<p>ADMINISTRATIVE ANALYSIS (AS APPLICABLE)</p>			
<p><u>HUMAN RESOURCES ANALYSIS:</u></p>	<p><u>FINANCE & MANAGEMENT ANALYSIS:</u></p> <p style="text-align: center;"><i>Recommend Approval</i> <i>WR</i></p>		
<p><u>CORPORATE COUNSEL ANALYSIS:</u></p>	<p><u>ADMINISTRATOR RECOMMENDATION:</u></p> <p style="text-align: center;"><i>approval</i> <i>BZA</i></p>		
AGENDA DATE: 1/10/12	AGENDA NO.: CPS12/01-04	BOARD DATE: 1/12/12	PAGE NO.