

MUSKEGON COUNTY BOARD OF COMMISSIONERS  
MUSKEGON COUNTY, MICHIGAN

**REVISED AGENDA**

**FULL BOARD**

Hall of Justice  
990 Terrace, Muskegon, MI  
December 20, 2012 - 3:30 PM

**Kenneth Mahoney, Chair**  
**I. John Snider, II, Vice-Chair**

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1. Call to Order
  2. Invocation
  3. Pledge of Allegiance
  4. Roll Call
  5. Approval of Agenda
  6. Approval of the Minutes of December 11, 2012
  7. Public Comment (on an agenda item)
  8. Communication
  9. Committee Reports
    - A. Community Development/Strategic Planning Committee (Page 3)
    - B. Transportation Committee (Page 4)
    - C. Ways & Means Committee (to be distributed)

**Public Comment**

Persons may address the Commission during the time set aside for Public Comment or at any time by suspension of the rules. All persons must address the commission and state their name for the record. Comments shall be limited to two (2) minutes for each participant, unless time is extended prior to the public comment period by a vote of a majority of the commission.

10. Chairman's Report/Committee Liaison Reports
  - A. Muskegon County Road Commission Board Appointments
  - B. Corporate Counsel Annual Evaluation
  - C. Farewell Reception Open House
11. Administrator's Report
  - A. Authorize Board Chair to Sign Contract with Detect P.I. & Recovery, LLC for Review of Discovery and Investigative Services
  - B. Authorize Circuit Court to Contract with Manda Mitteer for Legal Representation in Family Division Cases for Indigent Defendants and Families**
12. Old Business
13. New Business
14. Public Comment (on a new topic)
15. 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

The Community Development/Strategic Planning Committee was held on Thursday, December 13, 2013; there are no action items to report.

The Transportation Committee met on December 13, 2012; it was recommended, and I move:

- TR12/12-43 To authorize the Muskegon Area Transit System and Muskegon County Airport to solicit proposals from advertising sales agents to represent their advertising sales programs for a five year period.
- TR12/12-45 To authorize the Muskegon Area Transit System to fill six additional Paratransit Operator Hourly positions.
- TR12/12-46 To approve the Muskegon Area Transit System to enter into a public transportation interlocal agreement with the Harbor Transit Multi-Modal Transportation System, and to authorize the Chairperson to sign an interlocal agreement.
- TR12/12-47 To approve a Professional Services Agreement between the County and Cardno JFNew in the amount of \$26,188.45 to perform a Wildlife Hazard Assessment at the Airport, with the County's 2.5% of the project to be \$655.

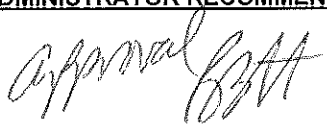
Removed from agenda:

- TR12/12-44 To authorize the Muskegon Area Transit System to purchase eight minivans through the Michigan Department of Transportation Extended Purchasing Program for a total cost not to exceed \$296,000.

The Ways & Means Committee met on December 18, 2012, it was recommended and I move:

- WM12/12 - 159 To approve the payment of the accounts payable of \$10,373,168.67 covering the period of December 1, 2012 through December 11, 2012 as presented by the County Clerk.
- WM12/12 - 160 To increase the contract with Trinity Village Non-Profit Housing Corporation, the developer for the Neighborhood Stabilization 3 Program, from \$900,000 to \$964,710 and to authorize the Chairman of the County Board of Commissioners to sign the contract amendment.
- WM12/12 - 161 To authorize staff to apply for funding in the amount of \$70,754.00 from the Office of Land Survey and Remonumentation, Michigan Department of Licensing and Regulatory Affairs and authorize the County Administrator to sign the grant application. There is no match.
- WM12/12 - 162 To authorize the Circuit Court Administrator to contract for the following services: 1) Family Court Referee (20 hours per week) to handle Domestic Relations matters in the amount of \$30,000 annually; 2) Family Court Contract Attorney to handle conflict cases in Abuse and Neglect and Delinquency cases in the amount of \$20,000 annually; additionally, to approve the funding transfer for the Court Reporter.
- WM12/12 - 163 To authorize the Sheriff's Office to apply for the 2013 calendar year Marine Safety Grant from the State of Michigan Department of Natural Resources.
- WM12/12 - 164 To accept the FY2012-13 Snowmobile Law Enforcement Grant and the Off-Road Vehicle Law Enforcement Grant from the Michigan Department of Natural Resources.
- WM12/12 - 165 To approve the purchase of the large Patrol/Fire/Dive/Rescue boat from Harbor Guard Boats in the amount of \$246,165.00 and purchase the small boat from Harbor Guard Boats in the amount of \$56,200.00 pending approval of the grant amendment from the Department of Homeland Security.

# REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Full Board		BUDGETED    NON-BUDGETED    PARTIALLY BUDGETED x		
REQUESTING DEPARTMENT Administration	COMMITTEE DATE December 20, 2012	REQUESTOR SIGNATURE Judith Kell		
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)				
Approval is being requested to award a contract to provide investigative services for the Public Defenders to Detect P.I. & Recovery, LLC at a flat fee of \$30.00 for review of discovery and an hourly rate of \$45.00 per hour and mileage reimbursement at \$.56.5 per mile beginning on January 1, 2013. Any out of state or overnight costs would be negotiated and would require prior approval. The cost of the service contract will be reviewed on a monthly basis to ensure that it meets the needs of the Public Defenders and the budget.				
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)				
I move to authorize the Chairman of the County Board of Commissioners to sign a contract with Detect P.I. & Recovery, LLC at a flat fee of \$30.00 for review of discovery and an hourly rate of \$45.00 per hour and mileage reimbursement at \$.56.5 per mile and pre-approve overnight or out of state costs beginning on January 1, 2013 through September 30, 2013 pending monthly review of expenditures.				
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)				
<u>HUMAN RESOURCES ANALYSIS:</u>		<u>FINANCE &amp; MANAGEMENT ANALYSIS:</u>		
<u>CORPORATE COUNSEL ANALYSIS:</u>		<u>ADMINISTRATOR RECOMMENDATION:</u> 		
AGENDA DATE: 12/20/12	AGENDA NO.:	BOARD DATE: 12/20/12	PAGE NO.	

**Responses to Request for Information – Investigative Services for Public Defenders  
December 10, 2012**

<b>Name of Company</b>	<b>Experience/License</b>	<b>Types of Services to be Performed</b>	<b>Cost</b>
J. Swanson & Company	PI License, 30 years experience as Ottawa County Sheriff, MA, office is in Grand Rapids	Data Base Searches, interviews and all other items listed in the RFI	\$65/hour with an additional \$20 per hour for data base search, minimum charge of one hour per case. Out of state/overnight travel to be negotiated.
West Investigations, Inc.	PI License, Firm began in 1984. Does work for Newaygo, Manistee and Benzie Counties as court investigator. Has offices in Muskegon, Grand Rapids and Ludington	Can do all listed in RFI	Will do flat fee as set by judge for significant cases, such as murder cases. Hourly flat rate is \$55 per hour. Flat rate for Michigan County Jail and County Court searches is \$40 per hour. Out of state/overnight travel to be negotiated.
Steven Clark Investigations	PI License, Firm began in 1984 based in Grand Haven	Can do all listed in RFI	Background service fee would be \$225 per case, Mileage rate of \$.43 per mile for investigations and a labor rate of \$55 per hour. Additional expenses for copying, parking, mailing and time for preparing reports. Out of state/overnight travel to be negotiated.
Detect P.I. & Recovery, LLC	PI License, 30 years of experience – based in Muskegon	Can do all listed in RFI	Flat fee for review of discovery of \$30 per hour. Hourly rate of \$45 for other services and \$.56.5 per mile. Out of state/overnight travel to be negotiated. Requests an initial retainer.

# REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Full Board		BUDGETED    NON-BUDGETED    PARTIALLY BUDGETED X		
REQUESTING DEPARTMENT Circuit Court		COMMITTEE DATE December 20, 2012		REQUESTOR SIGNATURE Eric Stevens
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVE)				
<p>Karen Groenhout, a long-time Family Court Contract Attorney, has submitted her resignation effective January 6, 2013.</p> <p>The Circuit Court is requesting authorization through its Chief Judge, the Honorable William C. Marietti, to enter into a contract with Manda Mitteer to provide legal representation in family division cases, as required by law, to indigent defendants and families at the rate of \$47,500 annually.</p> <p>I further request that the contract be effective January 7, 2013, through September 30, 2013. The prorated contract amount for the period of time stated is \$35,625. The contract is currently in the County's fiscal year 2012/2013 budget.</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 the Honorable William C. Marietti, to enter into a contract with Manda Mitteer to provide legal representation in family division cases, as required by law, to indigent defendants and families at the rate of \$47,500 annually; and that the contract be effective January 6, 2013 through September 30, 2013 at the prorated amount of \$35,625.</p>				
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)				
<u>HUMAN RESOURCES ANALYSIS:</u>		<u>FINANCE &amp; MANAGEMENT ANALYSIS:</u>		
<u>CORPORATE COUNSEL ANALYSIS:</u>		<u>ADMINISTRATOR RECOMMENDATION:</u>  <div style="text-align: center; font-family: cursive; font-size: 1.2em;">                         approval                          BBA                     </div>		
AGENDA DATE:	AGENDA NO.:	BOARD DATE:	PAGE NO.	
12/20/12		12/20/12		



**PROBATE COURT AND CIRCUIT COURT / FAMILY DIVISION  
LEGAL COUNSEL AGREEMENT**

THIS AGREEMENT, effective January 7, 2013, between the COUNTY OF MUSKEGON, a Michigan Municipal corporation, hereinafter referred to as "COUNTY", the MUSKEGON COUNTY PROBATE COURT and the MUSKEGON COUNTY CIRCUIT COURT FAMILY DIVISION, hereinafter "COURT", and attorneys as hereinafter identified, hereinafter referred to as "Attorneys".

WITNESSETH:

A. The County of Muskegon deems it necessary and appropriate to provide a continuing, just, effective, and economic system for providing attorneys at County's expense to represent those individuals who, pursuant to statute, are eligible for Guardian Ad Litem or defense representation in connection with the handling of juvenile delinquency, neglect, guardianship, and abuse and mental hearings and proceedings, together with other related matters.

B. The Court has determined that a system of appointment of the named attorneys offers the most satisfactory available approach for fulfilling the need of providing such representation.

C. The attorneys hereunder appointed by the Court, and contracting hereunder have represented that they are ready, willing, and able to provide such services on a contract basis, and to give priority to the responsibilities undertaken hereunder in the performance of this contract.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS

FOLLOWS:

1. That the term of this Agreement shall be from January 7, 2013, through September 30, 2013, unless terminated as provided hereunder.

2. That the Court hereby appoints the following attorney: Manda Mitteer 3.

The Attorney agrees to provide Guardian Ad Litem and defense representation for and on behalf of respondents in connection with the preliminary hearings or further proceedings to be held in connection with the handling of juvenile delinquency, neglect and abuse, and mental proceedings held within the County of Muskegon.

4. The Attorney further hereby agrees to provide adequate coverage and services in connection with such matters upon notification from the Court as to any such scheduled proceedings. In addition, the Attorneys agree to undertake best efforts to make themselves available from time to time to cover any unscheduled preliminary hearing.

5. The Court hereby agrees to schedule hearings covered hereunder and to notify Attorneys of same; provided, that it is understood and agreed that the Court shall retain the prerogative and undertake to develop an assignment schedule and advise Attorneys of same, and obtain input from the Attorneys thereof, which assignment schedule shall be designed to provide the Court with adequate coverage from the Attorneys. In addition, the Court agrees to specifically appoint from the contract Attorneys, except in cases of conflict, to process appeals from the Court to a higher Court in connection with the above matters upon appointment by a Judge; it is agreed that such appointed appellate Attorney shall be reimbursed upon approval of

a Judge at the rate of Forty Dollars (\$40) per hour, plus incurred costs for the handling of such appeal.

6. The Attorney agrees to work in a cooperative manner with the Court to ensure that all matters falling within the scope of this Agreement are adequately covered and, to such end, agree to assume the responsibility of assuring the appearance of an attorney, subject to the approval of the Court, in the event of conflict or inability to appear due to circumstances beyond their control.

7. It is understood and agreed that this Agreement should be construed as obligating the Attorney named herein in their individual capacities, and the removal, termination or discontinuance of performance of any one Attorney shall not affect the continuing responsibilities of other Attorneys hereunder.

8. Accordingly, this agreement may be terminated by an individual Attorney, for his portion only, upon thirty (30) days written notice to the Chief Probate or Presiding Judge, Family Division, as appropriate, and the County Board of Commission. In addition, it is agreed that this Agreement may be terminated upon thirty (30) days written notice by the County, acting through its Board of Commission, either as to an individual Attorney, or as to all Attorneys if, as the case may be, either that individual Attorney, or all Attorneys, fail to perform obligations under this Agreement in a manner satisfactory to the Probate and Family Division Judges. Finally, the Court may, for cause, elect to terminate the appointment of any Attorney upon providing thirty (30) days written notice. The Court may also, at the end of any fiscal year, without notice, elect not to renew any Attorneys appointment with or without cause, in which

case, said appointment shall be deemed to have terminated effective as of September 30 of such withdrawal or termination of said appointment.

9. That in consideration of the services hereunder to be provided, the County agrees to pay the contract amount of \$35,625.00, for the period of time stated within this contract. (This reflects an annual amount of compensation in the amount of \$47,500.) It is agreed and understood that such amount shall be in total and complete satisfaction of County's financial obligation to said Attorney whether in regard to actual services performed or with regard to costs providing such services. The above mentioned sum shall be payable to the respective Attorney in Nine (9) equal installments on or about the first day of every month for services provided in the previous month.

10. That in the event it is necessary for the Court to appoint a replacement for any Attorney who discontinues to provide service under this contract for whatever reason, the contract with such Attorney shall provide for payment to successor Attorney based on above scheduled amounts, subject to pro rata adjustment for actual term of service provided.

11. That Attorneys agree to indemnify and hold County harmless from any and all complaints filed against County by a third party as a result of or attributable to acts or omissions of Attorneys to this contract. Attorneys agree 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.

12. That any newly appointed contract attorneys must participate in an orientation session before assuming their duties. Such training will be provided by Family and Probate Court personnel and any such new contract attorneys are required to attend and participate in

such training as well as Foster Care Review Board hearings. If the attorney is unable to attend due to a scheduling conflict in Muskegon County Family Division, he or she will submit a written report to the Board. Such attorneys shall not receive compensation for such training and orientation.

In addition, the attorneys are expected to meet with their clients and to be prepared in advance of any hearing. Where the attorney has sufficient notice of the hearing and the whereabouts of the client can be obtained, they should contact the client at least 48 hours in advance. The attorneys are expected to appear timely and prepared to proceed with the matter at hand. The assignment to the Probate or Family Division is their first priority on those days when they are needed to perform their duties.

- (a) The attorney is to contact the Court before 11:00 a.m. on scheduled days to be advised of new matters. The Court will have a contact person available during that time to take the call.
- (b) The attorney must maintain an effective system of communication to facilitate rapid responses for the Court during court hours. An attorney shall respond within 60 minutes of receiving a call to the Court.
- (c) The attorney is responsible to arrange coverage for hearings scheduled consistent with the docket. Coverage for scheduling conflicts, vacation, and illnesses are the responsibility of the contract attorney.

13. The individual parties to this agreement understand and agree that from time to time individual attorneys may request discontinuation of their appointment, and new attorneys may be appointed to perform duties and responsibilities hereunder. Insofar as such is concerned,

therefore, it is understood and agreed that this document may be signed in mutual counterparts and will be considered by each contracting attorney to be an individual contract between that attorney and the County and the Court.

14. The parties shall execute an Addendum to this contract for each individual attorney appointed by the Court, that the parties agree to abide by the terms and conditions set forth in this contract.

\_\_\_\_\_  
Kenneth Mahoney, Chairman  
County Board of Commission

\_\_\_\_\_  
Date

\_\_\_\_\_  
Neil G. Mullally  
Chief Probate Judge

\_\_\_\_\_  
Date


\_\_\_\_\_  
William C. Marietti  
Chief Circuit Judge

\_\_\_\_\_  
Date

**ADDENDUM TO PROBATE COURT AND CIRCUIT COURT /  
FAMILY DIVISION LEGAL COUNSEL AGREEMENT**

This Addendum is to the foregoing Probate Court and Circuit Court / Family Division Legal Counsel Agreement ("Contract"), bearing a term from January 7, 2013, through September 30, 2013, subject to renewals, and is executed by and between the Court, County and the respective undersigned Attorney effective January 7, 2013.

By execution of this Addendum, the Court affirms its appointment of Attorney and the parties agree to abide by the terms and conditions set forth in the Contract.

  
Manda Mitteer

12/19/12  
Date

\_\_\_\_\_  
Kenneth Mahoney, Chairman  
County Board of Commission

\_\_\_\_\_  
Date

\_\_\_\_\_  
Neil G. Mullally  
Chief Probate Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
William C. Marietti  
Chief Circuit Judge

\_\_\_\_\_  
Date