

MUSKEGON COUNTY BOARD OF COMMISSIONERS
Courts & Public Safety Committee
AGENDA

May 5, 2020 – 3:30 PM
Via Zoom



I. John Snider, II, Chair
Rillastine Wilkins, Vice-Chair

Connect to Zoom from your computer, tablet or smartphone.

Go to <https://healthwest.zoom.us/j/92313282767>

Or join by phone: 1-312-626-6799

Meeting ID: 923 1328 2767

View the meeting  **YouTube:** <https://www.youtube.com/watch?v=OjeOQr1i2d8>

- 1) Call to Order
- 2) Roll Call
- 3) Approval of the Minutes of March 3, 2020
- 4) Public Comment (on an agenda item)
- 5) Items for Consideration
 - CPS20/05 – 18 (Public Defender) To authorize the Public Defender’s Office to enter into a contract with attorney Kristyn Gilmore for conflict attorney services on Neglect/Abuse cases. The contract shall be from February 1, 2020 through September 30, 2020 in the amount of \$20,000.
 - CPS20/05 – 19 (Sheriff) To approve the Sheriff’s Office accepting the Bureau of Justice Assistance (BJA) FY20 Corona Virus Emergency Supplemental Funding Program grant (2020-H1466-MI-VD), if awarded. The amount of the grant request is \$58,008.00 or the amount awarded.
- 6) Old Business
- 7) New Business
- 8) Public Comment
- 9) Final Board Comment
- 10) Adjournment

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.

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
March 3, 2020
3:30 p.m.
Hall of Justice, 4th Floor
Muskegon, MI**

I. John Snider, II, Chair

Rillastine Wilkins, Vice-Chair

MINUTES

CALL TO ORDER

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

ROLL CALL

Present: Gary Foster, Susie Hughes, Zach Lahring, Kenneth Mahoney, Charles Nash, Bob Scolnik, John Snider, II, Rillastine Wilkins, Marcia Hovey-Wright

Also

Present: Mark Eisenbarth, County Administrator
Linda Sue Schutter, Administrative Secretary

APPROVAL OF MINUTES

It was moved by Vice-Chair Foster, supported by Commissioner Hovey-Wright, to approve the minutes of the February 4, 2020 meeting as written. Motion carried.

PUBLIC COMMENT (On an agenda item)

None.

ITEMS FOR CONSIDERATION

CPS20/03 – 13 It was moved by Commissioner Nash, supported by Commissioner Mahoney, to authorize the Board Chairperson to sign the contract with the Michigan Department of Corrections and accept the FY20 Community Corrections grant in the amount of \$153,325.00. Motion carried.

- CPS20/03 – 14 It was moved by Vice-Chair Foster, supported by Commissioner Hovey-Wright, to authorize the Sheriff's Office to replace one (1) 2009 Ford Crown Victoria with the assistance of Emergency Services, use MiDeal pricing or the bidding process and to lease the Ford AWD Interceptor SUV police vehicle from Ford Credit or a leasing company most advantageous to the County and amend the budget accordingly. [No-Lahring] Motion carried.
- CPS20/03 – 15 It was moved by Commissioner Nash, supported by Commissioner Wilkins, to authorize the Sheriff's Office to lease three (3) road ready Ford AWD Interceptor SUV's with all equipment and lettering with the assistance of the Board approved Sheriff vehicle maintenance provider. Further authorize the Sheriff's Office to lease these police interceptors from Ford Motor Credit or a leasing company most advantageous to the County for a term of five (5) years with a \$1.00 buyout at the termination of the lease. Motion carried.
- CPS20/03 – 16 It was moved by Commissioner Nash, supported by Mahoney, to authorize the Public Defender's Office to amend contracts with attorneys Belinda Barbier and Mike Flynn for neglect/abuse and juvenile delinquency conflict attorney services. Ms. Barbier's amended contract will be for \$30,000 annually and Mr. Flynn's contract will be for \$23,000 annually. Motion carried.
- CPS20/03 – 17 It was moved by Commissioner Nash, supported by Commissioner Hovey-Wright, to authorize the Public Defender's Office to replace a Legal Secretary I position with a Legal Secretary II position effective January 1, 2020. Motion carried.

OLD BUSINESS

None.

NEW BUSINESS

None.

PUBLIC COMMENT

Larry Houseman addressed the Board regarding decisions brought before the Board that he felt were not given a fair chance to be considered, namely Second Amendment and Sanctuary Counties.



FINAL BOARD COMMENT

None.

ADJOURNMENT

There being no further business to come before the Courts & Public Safety Committee, the meeting adjourned at 3:43 p.m.

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Courts and Public Safety		BUDGETED	NON-BUDGETED	PARTIALLY BUDGETED
REQUESTING DEPARTMENT Public Defender	COMMITTEE DATE May 5, 2020	REQUESTOR SIGNATURE Fred Johnson		
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)				
<p>Request permission for the Public Defender's Office to enter into a contract with attorney Kristyn Gilmore for conflict attorney services on Neglect/Abuse cases. Ms. Gilmore will replace Lindsey Miller who previously had the contract for \$30,000/year beginning October 1, 2019 through September 30, 2020. Ms. Gilmore's contract will be for the remainder of Ms. Miller's contract beginning February 1, 2020 through September 30, 2020 for the remaining amount of \$20,000.</p>				
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)				
<p>Move to authorize the Public Defender's Office to enter into a contract with attorney Kristyn Gilmore for conflict attorney services on Neglect/Abuse cases. The contract shall be from February 1, 2020 through September 30, 2020 in the amount of \$20,000.</p>				
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)				
<u>HUMAN RESOURCES ANALYSIS:</u>		<u>FINANCE & MANAGEMENT ANALYSIS:</u>		
				
<u>CORPORATE COUNSEL ANALYSIS:</u>		<u>ADMINISTRATOR RECOMMENDATION:</u>		
				
If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee <div style="float: right; border: 1px solid black; width: 150px; height: 25px; margin-top: 5px;"></div>				
AGENDA DATE: 5/5/2020	AGENDA NO.: CPS20/05 - 18	BOARD DATE: 5/12/2020	PAGE NO.	

CONFLICT PUBLIC DEFENDER CONTRACT FOR REPRESENTATION OF CHILDREN IN NEGLECT/ABUSE CASES AND DELINQUENCY CASES

This contract, effective February 1, 2020, is made between the Muskegon County Public Defender's Office, with an address of 165 E. Apple Avenue, 3rd Floor, Muskegon, Michigan 49442, herein the "Public Defender's Office", and **Kristyn Gilmore**, with an address of **P.O. Box 317, Fruitport, MI 49415**, herein the "ATTORNEY".

WHEREAS, the Public Defender's Office desires to obtain court appointed legal services for representation of children in neglect/abuse cases and delinquency cases that the Public Defender's Office is otherwise conflicted off of; and

WHEREAS, the ATTORNEY has submitted a proposal to provide these services at the COURT's request, and said ATTORNEY hereby represents to the Court that he/she is capable of performing the legal services required of him/her pursuant to the terms of this contract;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises contained herein, the parties agree as follows:

TERMS OF CONTRACT

This contract shall take effect February 1, 2020 and shall be for one (1) year, commencing February 1, 2020, with the contract to terminate on September 30, 2020.

Effective February 1, 2020, the ATTORNEY shall provide legal services to children in Neglect/Abuse cases when the Public Defender's Office has not previously represented the children. If the Public Defender's Office must represent the children due to a conflict, the ATTORNEY shall then represent the primary parent respondent. The ATTORNEY shall also provide legal services to children on Delinquency cases when the Public Defender's Office has a conflict.

The ATTORNEY shall maintain an existing caseload effective February 1, 2020 that will consist of representing both parents and children. As new cases come in and older cases close, the ATTORNEY will eventually have a caseload of primarily representing the children as GAL.

ATTORNEY AGREES TO PROVIDE:

A. Legal representation for children in neglect/abuse proceedings pursuant to MCL 712A.17d. Legal services will include, but not necessarily be limited to, the following court appearances and all out of court preparation therefore:

1. Preliminary hearings; adjourned preliminary hearings;
2. Pre-trial Conferences;

3. Trials and Pleas;
4. Dispositional hearings;
5. Review hearings;
6. Re-hearings;
7. Appeals;
8. Termination hearings;
9. Mileage and travel expenses;
10. Overhead expenses;
11. Other hearings – Motions, Reimbursement, Show Cause, etc.;
12. Foster Care Review Board;
13. Meet with children prior to court hearings as required by statute;

The Public Defender's Office will pay for service fees and witness fees for subpoenas, but the ATTORNEY must issue the subpoenas and arrange for service, first utilizing the Muskegon County Sheriff's Department or Circuit Court personnel. Expert witness fees require prior approval from the Public Defender's Office.

B. The ATTORNEY shall render service in a prompt and timely manner and shall arrange his/her schedule so as to be available to represent clients under the terms of this contract.

C. In the event the ATTORNEY experiences a bona fide conflict of interest with an assigned case, the ATTORNEY will notify the assigned judge in writing with a copy to the Public Defender's Office.

D. The ATTORNEY agrees to accept all pleadings and relevant case related documents via email at an established email address provided to the Public Defender's Office and the Court prior to the commencement of this agreement, or by other electronic means as directed by the Court.

E. The ATTORNEY will, under the terms of this contract, continue to provide representation for all currently pending cases before the Court in which the ATTORNEY has already been appointed.

G. The ATTORNEY agrees that his/her obligations under this Agreement to represent indigent children on delinquency cases and serve as GAL on neglect/abuse cases shall take precedence over any and all other commitments that he/she might have in the course of his/her legal practice.

H. The ATTORNEY 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 Public Defender's Office and the Court.

I. Upon termination of this contract, the Public Defender's Office in its discretion may continue such representation by the ATTORNEY previously appointed for those cases under this contract, if deemed in the best interest of the clients. The Public Defender's Office, however, shall not be required to continue such representation and shall have the right to substitute and appoint new attorneys to handle such pending cases when this contract terminates.

J. The parties understand and agree that **Kristyn Gilmore**, is primary counsel in regard to this contract and should he/she cease to act in this capacity, the contract may be terminated by the Public Defender's Office.

INDEPENDENT CONTRACTOR

It is understood the ATTORNEY is an independent contractor.

The ATTORNEY 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 the Public Defender's Office upon request.

The ATTORNEY understands and acknowledges that he/she 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

The Public Defender shall not be responsible for paying any taxes on the ATTORNEY'S behalf. Should County be required to do so by State, Federal or local taxing agencies, the ATTORNEY agrees to promptly reimburse the 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.

The ATTORNEY agrees to indemnify and hold the County of Muskegon harmless from any and all complaints filed against County by third party as a result of or attributable to acts or omissions of the ATTORNEY to this Contract.

STANDARD OF PERFORMANCE

Attorney represents that Attorney has the skills, expertise, and license necessary to perform the services required under this Agreement. Attorney further represents that he/she is licensed to practice law in the State of Michigan and is in good standing with the State Bar of Michigan. Attorney shall perform all services under this Agreement in the manner and according to the standards observed by a competent practitioner of the law. Attorney further covenants that he/she will comply with the Michigan Rules of Professional Conduct and the Michigan Court Rules. Attorney agrees to notify the Public Defender's Office in writing immediately upon receiving any Formal Complaint from the Attorney Grievance Commission and/or any disciplinary action in relation to his/her license to practice law.

The Attorney assures that in accordance with Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendment of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), the Regulations issued thereunder by the U.S. Department of Health and Human Services (45 CFR Parts 80, 84, 86 and 91), the Michigan Handicapper's Civil Rights Act (1976, P.A. 220), and the Michigan Civil Rights Act (1976, P.A. 453), no individual shall, on the ground of race, creed, age, color, national origin or ancestry, religion, sex, marital status, or handicap be excluded from participation, be denied the benefit of, or be otherwise

subjected to discrimination or harassment under any services or activity provided by this Attorney.

COMPENSATION

The base contract price for the fiscal year 2019-2020 shall be Twenty Thousand Dollars (\$20,000) payable at the rate of Two Thousand Five Hundred Dollars (\$2,500.00) per month.

TERMINATION OF CONTRACT

This contract shall terminate on September 30, 2020; provided, however, that if a change in the Michigan Court Rules, Statutes or Case Law results in a change in the requirements regarding attorney representation in the areas covered by this contract, after giving the ATTORNEY thirty (30) days notice, all parties will negotiate in good faith in an attempt to enter into a new contract, taking into consideration the changed requirements.

If the ATTORNEY fails to meet his/her responsibilities under this contract, such failure is cause for the Public Defender's Office to terminate that ATTORNEY's participation under this contract for non-performance.

Either party may terminate this contract by giving the other party written notice postmarked or hand delivered at the addresses stated above, at least thirty (30) days prior to the intended date of termination. If the Attorney's address changes, he/she will notify the Public Defender's Office within ten (10) days of said change.

MISCELLANEOUS PROVISIONS

No person dealing with the Public Defender's Office or Attorney shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement. This Agreement is not intended to, nor shall it be interpreted to create a special relationship between the Public Defender's Office or the Attorney and any staff, visitors, residents, or other individuals who may have business through the County of Muskegon.

Attorney understands that this is not an exclusive Agreement and the Public Defender's Office shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Attorney as the Public Defender's Office and the County of Muskegon desire.

This Agreement shall be governed by the laws of the State of Michigan. Any litigation regarding this Agreement or its contents shall be filed in the County of Muskegon, if in State Court, or in the United States District Court for the Western District of Michigan, if in Federal Court.

The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Dated: _____, 2020

BY: _____
Kristyn Gilmore
Contracted Attorney



Dated: _____, 2020

BY: _____
Fred Johnson, Chief Public Defender
Muskegon County Public Defender's Office

Dated: _____, 2020

BY: _____
Susie Hughes, Chairperson
Muskegon County Board of Commissioners

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Courts & Public Safety		BUDGETED	NON-BUDGETED x	PARTIALLY BUDGETED
REQUESTING DEPARTMENT Sheriff's Office		COMMITTEE DATE May 5, 2020		REQUESTOR SIGNATURE Michael J. Poulin
<p>SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)</p> <p>Due to the timing of the application process, the Sheriff's Office applied for and is requesting permission to accept the Bureau of Justice Assistance (BJA) FY20 Corona Virus Emergency Supplemental Funding Program grant (2020-H1466-MI-VD), if awarded. The Sheriff's Office is requesting reimbursement to provide personal safety barriers, remote work stations, to supplement the cost of cleaning supplies and personal protection equipment (PPE).</p> <p>The amount of the grant request is \$58,008.00 or the amount awarded.</p> <p>These requests will off-set costs of protective supplies and equipment for certified Corrections Officers, Law Enforcement Officers, Sheriff support staff and jail inmates.</p> <p>There is no cost to the General Fund for this acceptance.</p> <p>Due to the timing and emergency nature of these purchases the Sheriff's Office is requesting permission to purchase the equipment and supplies in a nature most advantageous to the County.</p>				
<p>SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)</p> <p>Move to approve the Sheriff's Office accepting the Bureau of Justice Assistance (BJA) FY20 Corona Virus Emergency Supplemental Funding Program grant (2020-H1466-MI-VD), if awarded. The amount of the grant request is \$58,008.00 or the amount awarded.</p>				
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)				
<u>HUMAN RESOURCES ANALYSIS:</u>		<u>FINANCE & MANAGEMENT ANALYSIS:</u>		
				
<u>CORPORATE COUNSEL ANALYSIS:</u>		<u>ADMINISTRATOR RECOMMENDATION:</u>		
				
If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee				<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;">Date</div>
AGENDA DATE: 5-5-2020	AGENDA NO.: CPS 20/05 - 19	BOARD DATE: 5-12-2020	PAGE NO.	