

**SHERIFF'S PORTION
PUBLIC SAFETY SECTION
CRIMINAL JUSTICE COMMITTEE
JULY 6, 1995**

- A. Used Patrol Cars/ bids due 7-17-95

- B. Health Department Contract

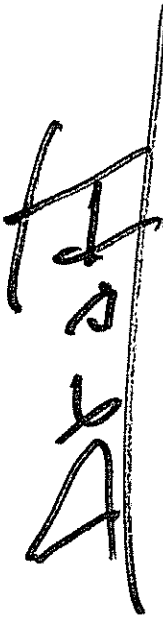
- C. 911 Update/ GTE

- D. Personnel
 - 1. Sergeant Positions
 - 2. Correction Officer Position
 - 3. Resignation
 - 4. Authority to Hire
 - Clerk-Typist/Jail
 - Patrolman

- E. Jail - Month of June
 - 342 Admissions 301 Males 41 Females
 - High Count - 182 Low Count - 149
 - Average Daily Count - 158

- F. Miscellaneous

- G. Adjourn



CONTRACT FOR PROSECUTING ATTORNEY SERVICES

This Contract is made at the date and place below written, by and between the MICHIGAN DEPARTMENT OF SOCIAL SERVICES, by and through its Adrian, Michigan, Office, hereinafter referred to as MDSS, and the COUNTY OF LENAWEЕ, a political subdivision of the State of Michigan, the address of which is Rex B Martin Judicial Building, 425 North Main Street, Adrian, Michigan, 49221, hereinafter referred to as County,

WITNESSETH:

WHEREAS MDSS, acting in its own right and on request of the Lenawee County Probate Court has, pursuant to Michigan Court Rule 5.914, a copy of which is attached hereto and made a part hereof, requested of the County of Lenawee and of the Prosecuting Attorney for the County of Lenawee that the Prosecuting Attorney serve as a legal consultant to the Michigan Department of Social Services at all stages of child protective proceedings filed in the Lenawee County Probate Court, and further, child delinquency proceedings, and

WHEREAS further the MDSS has sought on a continuing basis legal representation by the Lenawee County Prosecuting Attorney on various civil matters, including the filing and trial of various collection proceedings in the Courts of Lenawee County relating to contracts between MDSS and various persons, firms and corporations, including landlords who have received state monies pursuant to grants made by MDSS to tenants of the landlord, said payments being contingently recoverable from landlords under certain circumstances, and

WHEREAS MDSS generally perceives the need for available local legal representation in the Courts of Lenawee County in connection with the discharge of its official duties relating to child protective proceedings and said civil matters,

NOW THEREFORE, it is hereby agreed as follows:

The County, contingent upon the performance of the obligations of MDSS set forth herein, shall authorize the Prosecuting Attorney of Lenawee County to employ an additional Assistant Prosecuting Attorney, to serve generally as an Assistant Prosecuting Attorney in and for Lenawee County,

and to be in all respects a County employee, but provided that the said further Assistant Prosecuting Attorney, who shall otherwise function in the manner established for the various Assistant Prosecuting Attorneys of Lenawee County, shall have primary responsibility to handle child delinquency proceedings and child protective proceedings in Lenawee County Probate Court, including the reviews on an appellate level of any such proceedings thus handled in Lenawee County Probate Court, including the representation of MDSS in child protective proceedings, and the said further Assistant Prosecuting Attorney shall also be responsible for affording MDSS civil legal representation in various collection suits and proceedings occurring in the Courts of Lenawee County.

This obligation of County and of the Prosecuting Attorney of the County of Lenawee to seek, obtain and employ an additional Assistant Prosecuting Attorney shall be solely contingent upon the willingness of MDSS to underwrite totally the cost of said Assistant Prosecuting Attorney.

MDSS agrees that as soon as an Assistant Prosecuting Attorney has been lawfully employed and sworn, and is able to serve in the manner hereinbefore contemplated, effective as of that date, and continuing for a period of one year from and after that date, MDSS shall, at the beginning of each calendar month, transmit to the County of Lenawee the sum of \$ _____, representing one-twelfth of the projected total annual cost of maintaining the said additional Assistant Prosecuting Attorney on the County payroll. County will notify the Adrian, Michigan Director of MDSS of the effective date of the employment of said additional Assistant Prosecuting Attorney, which shall immediately trigger the first such payment, and without further notification MDSS shall, on the like day of each and every following calendar month during the term of this Contract make a further payment to the County of Lenawee, said payments to be made directly to the Lenawee County Treasurer, with payment notification to the Office of the Prosecuting Attorney and the Office of the County Administrator. Should any such payment not be made by MDSS, it is clearly understood that County shall immediately, and without further notice to MDSS, lay off the said employee for lack of funds, and cease to render

the services contemplated by this Contract, and that on no account shall the County have any obligation to employ such an Assistant Prosecuting Attorney for any term for which the cost of employment has not ^{been} fully and completely underwritten by MDSS.

It is further understood that should MDSS wish to continue this Contract beyond the primary one-year term, it shall give written notice to the County, through the County Administrator and the Office of the Prosecuting Attorney, of its intention to do so, said notice to be delivered not less than 90 days before the expiration of the term, and that thereupon the parties will attempt in good faith to negotiate an extension of this Contract, but provided that any extended term shall involve an adjusted cost paid by MDSS which shall be reflective of the actual cost of the County in continuing to employ the further Assistant Prosecuting Attorney, including all periodic salary increases normally paid to Assistant Prosecuting Attorneys based upon length of service with the County, budgetary changes, or any ^{and} other factors which contribute to the actual cost of the County in employing said person.

MDSS further understands and agrees that owing to scheduling concerns, it may from time to time be necessary for the work contemplated by this Contract to be performed by an Assistant Prosecuting Attorney other than the one to be specifically employed for this purpose, and further, that from time to time, owing to scheduling concerns, it may also be necessary for the County to assign that further Assistant Prosecuting Attorney to other work not related to the performance contemplated by this Contract, but provided that all times County will make the discharge of the official duties contemplated by this Contract a priority concern for the particular Assistant Prosecuting Attorney thus employed pursuant to this Contract.

If for any reason the County should determine during the term of this Contract that it does not desire to negotiate for or extend the term of this Contract, then and in that event County will give at least 90 days prior written notice to MDSS of its intent not to negotiate for or agree to an extension of the term hereof.

The parties further understand and agree that the obligations of

the parties pursuant to this Contract are established by various statutes, rules, regulations, court rules, rules of evidence, and other aspects of law which are continually changing, and accordingly any material change in any form of law which bears upon performance of this Contract shall immediately become the concern of both parties, which shall thereupon attempt in good faith to negotiate an appropriate modification of this Contract based upon the realities of any such legal change.

This Contract is in all respects to be construed as a Contract for the reimbursement by MDSS to County of the expense of the provision of legal services, and that in no respect shall the Assistant Prosecuting Attorney whose employment is contemplated by this Contract become an employee of MDSS and/or the State of Michigan, or of any other agency than the Prosecuting Attorney's Office of the County of Lenawee.

IN WITNESS WHEREOF the parties have executed this Agreement on this _____ day of July, 1995, at the City of Adrian, County of Lenawee, State of Michigan, it being fully understood and agreed that this Contract shall not be effective until it has been approved by resolution of the Lenawee County Ways and Means Committee, the Lenawee County Board of Commissioners, and has been approved by the Probate Judge of Lenawee County.

COUNTY OF LENAWEE:

MICHIGAN DEPARTMENT OF SOCIAL SERVICES:

By: _____
Lowell Eisenmann, Chairman,
Lenawee County Board of
Commissioners.

By: _____
James Beougher, Director,
Adrian Office.

and: _____
Lou Ann Bluntschly, Clerk

APPROVED AS TO FORM AND CONTENT this _____ day of July, 1995.

Charles Wm. Jameson
Lenawee County Probate Judge.