

CITY OF GROSSE POINTE WOODS

MUNICIPAL COURT

MEMORANDUM

DATE: September 21, 2022
TO: Frank Schulte, City Administrator
FROM: Beth Miro, Court Administrator *Beth*
SUBJECT: Recording Clerk Agreement – Michele Stabile

RECEIVED
SEP 23 2022
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

I recommend that the Recording Clerk's Agreement (attached) for the FY 22/23 be approved. This is a budgeted item in the court's FY 22/23 budget, account number 101.136.818.000, in the amount of \$7,200.

Approved for Counsel Consideration:

Frank Schulte

Frank Schulte, City Administrator

Date: 9-22-22

Shawn Murphy

Shawn Murphy, Treasurer/Comptroller

Date: 9-23-22

AGREEMENT FOR COURT REPORTING SERVICES

This Agreement made and entered into this ____ day of _____, 2022 (effective July 1, 2022) by and between the CITY OF GROSSE POINTE WOODS, a Municipal Corporation hereinafter referred to as the "City" and MICHELE STABILE, 36016 Farmbrook, Clinton Township, Michigan 48035, hereinafter referred to as the "Contractor."

IT IS MUTUALLY AGREED BY THE PARTIES AS FOLLOWS:

The City engages the Contractor to perform certain services as follows, all in accordance with the express terms and provisions hereof:

I. DESCRIPTION OF DUTIES:

- a. The Contractor agrees to perform the function of a licensed Certified Electronic Recorder for the Municipal Court of the City as assigned below:
 - i. All regularly scheduled Municipal Court sessions held on appropriate Wednesdays of each month.
 - ii. Jury and/or Bench trials.
 - iii. Preliminary hearings.
 - iv. Any other duties and assignments directed by the Court Clerk or the Municipal Judge.
 - v. Transcriptions of Court proceedings as requested utilizing the City's BIS.

II. COMPENSATION:

- a. Municipal Court Sessions – Twenty Six Dollars and Seventy-Nine Cents (\$26.79) per hour for the first four (4) hours or less at Court sessions. Six Dollars and Sixty-Nine Cents (\$6.69) will be paid for each fifteen (15) minutes increment thereafter.
- b. Jury Trial, Bench Trial, and Preliminary Hearings/Exams – Twenty-Six Dollars and Seventy-Nine Cents (\$26.79) per hour for the first four (4) hours or less. Six Dollars and Sixty-Nine Cents (\$6.69) will be paid for each fifteen (15) minute increment thereafter.
- c. In the event that a transcript is ordered by the Court Clerk, the cost of said transcript shall be the applicable rate in effect at the time of the ordering of the transcript as billed by Macomb County Court Reporters Inc. or Three Dollars and Seventy-Two Cents per page (\$3.72); whichever is greater.

The Contractor is required to submit monthly statements detailing the monetary obligations owed under this Agreement including Court sessions attended and hours of attendance.

III. MATERIALS:

The Contractor will be responsible for and complete the objectives of this Agreement with the use of her own materials and equipment (i.e. e-mail access, computer hardware and software, word processing software) and any other equipment necessary for the completion of her duties. The Contractor shall be responsible for her computer system to be compatible with BIS.

IV. ABSENCES:

When illness or unexpected emergency occurs, which prevents the Contractor from fulfilling the above duties, the Contractor is required to advise the Court Clerk or Deputy Court Clerk as soon as possible.

V. TERMINATION:

It is agreed that should termination of the above services be desired by either the City or the Contractor, the following shall be applicable:

- Two (2) months advance notice in writing is required;
- On June 30, 2023;
- Whichever occurs first.

VI. MISCELLANEOUS:

This agreement shall be interpreted pursuant to the Laws of the State of Michigan. Any dispute therein shall be adjudicated by arbitration using the American Arbitration Association Rules. No other agreements or understandings are either expressed or implied except contained herein.

It is agreed that any changes to this agreement shall only be effective if signed by the City Administrator/Acting City Administrator, and the Contractor.

This agreement is made and entered into the date and year as shown on page. It is effective July 1, 2022.

CONTRACTOR

CITY OF GROSSE POINTE WOODS

By: _____
Michele Stabile

By: _____
Frank Schulte
City Administrator

APPROVED:

Debra Walling
City Attorney
Dated: _____