



AGENDA

St. Clair County Board of Commissioners Judiciary/Public Safety Committee

MEETING WILL BE HELD REMOTELY VIA WEBEX

May 6, 2021 at 6:00 PM

The meeting will be held virtually due to the COVID-19 pandemic. Any citizen who wishes to address the Board can send their request to citizens@stclaircounty.org or leave a voicemail at 810-989-6900 prior to 4:00 p.m. the day of the meeting.

Event Address: <https://stclaircounty.webex.com/stclaircounty/onstage/g.php?MTID=ebef5b2bab3b141e3af3bff997584e2f4>

Event password:0000

Event Password: Audio Conference: To receive a call back, provide your phone number when you join the event;
OR
Call 1-408-418-9388 and Enter Access code: 132 816 2225

-
1. **Roll Call/Opening**
 2. **Additions/Deletions/Changes to the Agenda**
 3. **Citizens to be Heard**
 4. **Updates**
 5. **Conceptual Initiatives**
 6. **Old Business**
 7. **New Business**
 - A. FY2021 Marine Safety Program Grant Agreement
 - B. 2021 Port Security Grant Program Application - FINAL ACTION
 - C. Contract Approval Request - St. Clair County Community Mental Health Authority - Inmate Mental

Health Services

- D. Contract Approval Request - Corizon Health, Inc. Contract Amendment #1
- E. Sheriff Contract for Police Services with Port Huron Area School District
- F. Michigan Indigent Defense Commission FY 2022 Proposed Cost Analysis/Budget
- G. Homeland Security Advisory Council Membership

8. Other Judiciary/Public Safety Matters

9. Information Only

10. Receive and File Packets

11. Adjournment

Committee Chair: Greg McConnell

Note: The County complies with the "Americans with Disabilities Act" and if auxiliary aids or services are required at the meeting for individuals with disabilities, please contact Administrator/Controller's Office, Suite 203, 200 Grand River Avenue, Port Huron, MI 48060, (810) 989-6900 three days prior to said meeting.

FY2021 Marine Safety Program Grant Agreement

Summary:

ATTACHMENTS:

Description		Upload Date	Type
	Memo 2021 Marine Safety grant agreement	4/26/2021	Cover Memo
	2021 Marine Safety Grant	4/26/2021	Cover Memo



COUNTY OF ST. CLAIR

OFFICE OF THE ADMINISTRATOR/CONTROLLER



KARRY HEPTING
Administrator/Controller

MEMO

To: Board of Commissioners
From: Marsha M. Adamkiewicz, Staff Accountant & James Spadafore, Undersheriff
Date: April 20, 2021
Re: FY2021 Marine Safety Program Grant Agreement

Attached is the FY2021 Marine Safety Program grant agreement. The St. Clair County Sheriff's Office-Marine Division applied for this grant in February 2021.

St. Clair County is being awarded \$96,781 in Federal funds with no local match and \$85,585 of State funds which requires a 25% local match by the County. The total grant funding is \$182,366. The local match amount is \$28,528, and is accounted for in the 2021 budget.

This grant covers expenditures for salaries, wages and fringe benefits for Marine Law Enforcement, boaters safety courses, livery inspections, as well as operating expenditures such as fuel, oil, parts for patrol vehicles, watercraft, and trailers, uniforms, leasing of vehicles, dockage, storage, office space, boat repair and travel expenditures.

The amounts we have received in previous years are as follows:

FY2020 - \$171,550	FY2013 - \$145,656
FY2019 - \$146,550	FY2012 - \$186,500
FY2018 - \$134,000	FY2011 - \$208,623.75 (\$30,000 was used to
FY2017 - \$136,000	purchase 2 boat motors)
FY2016 - \$133,175	FY2010 - \$229,495
FY2015 - \$126,650	FY2009 - \$230,000
FY2014 - \$128,500	

The grant award is based on a 3 year average of actual expenditures.

We recommend approving the FY2021 Marine Safety Program Grant agreement at the May 20, 2021 Board of Commissioners meeting.



**2021 MARINE SAFETY PROGRAM (STATE AND FEDERAL FUNDING)
GRANT AGREEMENT**

Required by authority of 1994 PA 451, as amended, and 1972 PA 227.

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and St. Clair County Sheriff's Department ("GRANTEE").

1. The GRANTEE has been approved by the DEPARTMENT to receive Marine Safety program funding for:

	Federal Funds (100%)	State Funds (75%)
Operating	\$96,781.00	\$85,585.00
Equipment	\$0.00	\$0.00

Salaries, Wages and Benefits for:

- ❖ Marine Safety Law Enforcement and Related Activities;
- ❖ Instruction of Boating Safety Courses;
- ❖ Inspection of Boat Liveries;
- ❖ Attendance at Authorized Marine Safety Training (attendance at the Department's Annual Administrators' Workshop and the Michigan Sheriffs' Association's New Marine Officers Training are pre-authorized).

Operating Expenses for the Scope Items Listed Above, including:

- ❖ Purchase of fuel, oil, and parts for patrol vehicles, watercraft, and trailers;
- ❖ Travel expenses;
- ❖ Uniforms, personal flotation devices, boat shoes, etc.;
- ❖ Leasing of vehicles, dockage, storage, eligible office space;
- ❖ Boat repair, replacement and/or servicing of boat outfitting equipment.

2. Salary and Wages are reimbursable to the GRANTEE at the employees' hourly rate. Overtime is only eligible if the employee worked in excess of 80 hours for full time employees and 40 hours for part time employees in a pay period on Marine Safety duties.
3. The percentage of the GRANTEE'S total budget devoted to operating expenses shall not exceed Forty percent (40%), unless prior approval has been obtained from the DEPARTMENT.
4. Federal funding from the award Recreational Boating Safety 16.01.26 is provided to state agencies under the authority of 46 U.S.C. 13103(a)(2) and (3). The State of Michigan has received a federal funding apportionment for fiscal year 2021 through the United States Coast Guard, Department of Homeland Security. From this federal funding the amount shown below is provided to the GRANTEE by the DEPARTMENT for the purpose of supporting the GRANTEE'S Marine Safety program. Reference the "Department of Homeland Security, United States Coast Guard, Boating Safety Financial Assistance CFDA 97.012, and passed through by Department of Natural Resources" on your single audit reports and other financial statements as required.

The DEPARTMENT agrees to reimburse the GRANTEE a sum of money equal to 100% of the total eligible costs toward completing the scope of work listed above, but not to exceed Ninety Six Thousand Seven Hundred Eighty One Dollars and Zero Cents (\$96,781.00).

There is no local match required for this reimbursement.

The Agreement period for federal funding is **January 1, 2021** through **September 30, 2021**.

Completed reimbursement request and documentation of operating expenditures are due no later than **October 31, 2021**.

Part 801 Marine Safety, of the Michigan Natural Resources and Environmental Protection Act (1994 PA 451, as amended), authorizes the distribution of revenues to counties from the Marine Safety Fund, for the purpose of supporting county Marine Safety programs. State funding, in the amount shown below is provided to the GRANTEE by the DEPARTMENT for the purpose of supporting the GRANTEE'S Marine Safety program.

The DEPARTMENT agrees to reimburse the GRANTEE a sum of money equal to 75% of total eligible costs toward completing the scope of work listed above, but not to exceed Eighty Five Thousand Five Hundred Eighty Five Dollars and Zero Cents (\$85,585.00).

A local match of at least 25% of total eligible costs is required for this reimbursement.

The Agreement period for state funding is **January 1, 2021** through **December 31, 2021**.

Completed reimbursement request and documentation of operating expenditures are due no later than **March 1, 2022**.

5. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management . All reports, documents, or actions required of the GRANTEE shall be submitted through the MiRecGrants website unless otherwise instructed by the DEPARTMENT.
6. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiRecGrants website.
7. The GRANTEE may not assign or transfer any interest in this Agreement to any other agency , group or individual.
8. The GRANTEE shall display valid and proper state of Michigan registration on all vessels and comply with the state of Michigan life jacket regulations.
9. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual Agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
10. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement .
11. The GRANTEE agrees to follow the DEPARTMENT procedure policy:
 - a. The GRANTEE will openly advertise and seek written bids for contracts for purchase or services with a value equal to or greater than \$50,000.00 and accept the lowest qualified bid.
 - b. The GRANTEE will solicit three (3) written quotes for contracts with purchases or services between \$5,000.00 and \$50,000.00.
12. The Agreement may be executed separately by the parties. This Agreement is not effective until:
 - ❖ The GRANTEE has signed it and returned it, and
 - ❖ The DEPARTMENT has signed it.

The individuals signing for the parties indicated below certify by their signatures that they have the authority to do so and will ensure that the terms of the Agreement are fulfilled.

GRANTEE

SIGNED:

By: _____

Printed Name: _____

Title: _____

Date: _____

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED:

By: _____

Title: _____

Date: _____

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE
APPLICANT ORGANIZATION		DATE SUBMITTED April 20, 2021

2021 Port Security Grant Program Application - FINAL ACTION

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Memo - 2021 Port Security Grant Program Application	4/28/2021	Cover Memo
📎	2021 Port Security Grant Program Application	4/28/2021	Cover Memo



COUNTY OF ST. CLAIR

OFFICE OF THE ADMINISTRATOR/CONTROLLER



KARRY HEPTING
Administrator/Controller

MEMO

To: Board of Commissioners

From: Marsha M. Adamkiewicz - Staff Accountant, Wayne Brusate - Dive Team Chief, and Justin Westmiller – Emergency Management Director

Date: April 28, 2021

Re: 2021 Port Security Grant Program Application

With approval from the Administrator/Controller, the Sheriff's Office, Dive Team, and the Emergency Management department have submitted a preliminary application in Grants.gov for consideration of project funding for the 2021 Port Security Grant Program. The final application is due to FEMA on May 14, 2021.

FEMA requires the County to submit only one application. Therefore the Dive Team and Emergency management projects are combined into one application.

The Dive Team is applying for a Federal grant in the amount of \$56,197 with a 25% local match of \$18,733. The total project cost is \$74,930. The 25% required local match will come from the Dive Team Auxiliary.

If awarded the grant funds, the Dive Team plans to purchase a High Definition Side Scan Sonar System to enhance the ability to identify potential threats and increase Underwater Maritime Domain Awareness.

Emergency Management is applying for a Federal grant in the amount of \$956,834 with a 25% local match of \$318,795. The total project cost is \$1,275,179. The 25% local match will come from in-kind donated services from the awarded vendor.

If awarded the grant funds, Emergency Management plans to purchase an X-Band Marine Radar/Camera security system, including integrated camera subsystems. This purchase will fill the gaps that the County has in the current radar system. This will be located along the St. Clair River near Marysville. This radar system will be integrated with the existing system as well.

We are requesting final action approval of the FY 2021 Port Security Grant application at the May 6, 2021 Board of Commissioners Committee meeting.

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:** St. Clair, County of

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

38-6006420

*** c. Organizational DUNS:**

0698236150000

d. Address:

*** Street1:** 200 Grand River Avenue

Street2:

*** City:** Port Huron

County/Parish:

*** State:**

MI: Michigan

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:** 48060-4018

e. Organizational Unit:

Department Name:

St. Clair County

Division Name:

Sheriff & HSEM

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

*** First Name:**

Marsha

Middle Name:

*** Last Name:**

Adamkiewicz

Suffix:

Title: Staff Accountant

Organizational Affiliation:

St. Clair County

*** Telephone Number:** 810-989-6301

Fax Number:

*** Email:** madamkiewicz@stclaircounty.org

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Department of Homeland Security - FEMA

11. Catalog of Federal Domestic Assistance Number:

97.056

CFDA Title:

Port Security Grant Program

* 12. Funding Opportunity Number:

DHS-21-GPD-056-00-01

* Title:

Fiscal Year (FY) 2021 Port Security Grant Program (PSGP)

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

- * St. Clair River Integrated Maritime Radar/Camera System to Enhance maritime Domain Awareness and Security - Project #1
- * St. Clair River Regional Sonar System - Project #2

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	1,012,581.00
* b. Applicant	33,733.00
* c. State	0.00
* d. Local	0.00
* e. Other	303,795.00
* f. Program Income	0.00
* g. TOTAL	1,350,109.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:

Budget Narrative

FY 2021 St. Clair County, St. Clair River Regional Sonar System

Equipment AEL#

14SW-02-SONR - Systems, Sonar

This is an Edgetech, Model 4125 Ultra High-Definition side scan sonar system operates at 1600 kHz. The high frequency combined with CHIRP technology provides the needed small target definition

14SW-02-SONR - Systems, Sonar

The selected options for this system include, onsite setup, keel weights for towing the sonar in river currents, brackets for pole mounting the sonar to our vessel,

14SW-02-SONR - Systems, Sonar

This is for the sonar tow cables and a 24 volt winch

06CC-05-PRTY - Priority Services, Communications

This is First Net Broadband data subscription for our vessels. It allows the Sonar and Video data collected to be securely sent to a Command Post in real time. First Net data services allows Law Enforcement to have priority over other broadband clients.

21GN-00-SHIP – Shipping

This is for shipping the equipment from the vendors to our facility.

14SW-02-SONR - Systems, Sonar

This is for annual updates to our existing SAMM Sonar Data Mapping program.

Equipment (Type and AEL#)	Description and Purpose of Equipment	Computation (Quantity x per unit cost)	Cost
14SW-02-SONR - Systems, Sonar	4125-SAR High-Definition Side Scan System	1 Lot	\$42,950
14SW-02-SONR - Systems, Sonar	System Options, Keel weights, Bracket Kit, Setup	1 Lot	\$8,720
14SW-02-SONR - Systems, Sonar	Sonar Cables and 24V winch	1 Lot	\$13,000
06CC-05-PRTY - Priority Services, Communications	First Net Broadband services	3 x \$1,320 per year	\$3,960
21GN-00-SHIP - Shipping	Shipping	2 x \$900	\$1,800
14SW-02-SONR - Systems, Sonar	SAMM Sonar Data Mapping	3 x \$1,500	\$4,500

TOTAL \$74,930

Budget Narrative

2021 St. Clair County, Maritime Radars Camera Network

- A. Personnel.** Narrative: St. Clair County's Emergency Management Director, Justin Westmiller, is responsible for the Strategic Implementation of the maritime/camera security system within the overall regional direction and use of the system. This includes partnership and administrative implementation of the upgraded capabilities within international, federal and local agencies responsible for maritime security. A cash match of approximately 5% per year for 3 years, or \$15,000 of the Director's salary will be used towards the 25% match requirements. The majority of his work will be for the tactical implementation of the Strategic and Operational plans directed by the County. This will include oversight and management of the equipment installation, maintenance, scheduling, training, communication, and coordination required to ensure the system is operated properly. This will also include acting as a liaison on the new system with other law enforcement and security users including the St. Clair County Sheriff's office and local management of the facilities that will be hosting the new radars and cameras.

Name/Position	Computation	Cost
Justin Westmiller – Director, HLS Emergency Management	5% of \$100,000 (est. annual salary) x 3 years	\$15,000
Total Personnel		\$15,000

- B. Fringe Benefits.** Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project.

Name/Position	Computation	Cost
Total Fringe Benefits		

- C. Travel.** Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to three-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost
Total Travel				

D. Equipment. List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than one year. (Note: Organization's own capitalization policy and threshold amount for classification of equipment may be used). Identify the Authorized Equipment List number (AEL #) for items requested. Expendable items should be included either in the "Supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used. For CBRNE vessels or Vehicles, list the specific CBRNE equipment that will be installed on the vessel or vehicle, including equipment already owned by the applicant.

Budget Narrative: St. Clair County is seeking to increase its Maritime Domain Awareness (MDA) capability along its maritime region on the St. Clair River. St. Clair County currently is using 3 radars located along the St. Clair River between the southern tip of Lake Huron and Algonac, MI. St. Clair County seeks to purchase 2 additional radars with integrated cameras to be installed to fill highly critical coverage gaps near Marysville, MI and along Harsens Island. The 2 new radar/camera systems will then be integrated with the existing radars that are used by St. Clair County's Emergency Management Office and be shared with the St. Clair County Sheriff's office and the owners of the facilities that will be used to host the new equipment. To support compatibility and information sharing with its partners, St. Clair County seeks a grant to purchase and install the new radar/camera systems and associated equipment. The purchase of the X-Band Marine Radar/Camera Security Systems would be paid for with grant funds.

Item	Computation	Cost
X-Band Marine Radar/Camera Security System (Including 2 X-Band maritime radar systems with integrated camera subsystems)	Standard commercial-off-the-shelf (COTS) pricing for two (2) systems.	\$674,980
Total Equipment		\$674,980

E. Supplies. List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. (Note: Organization's own capitalization policy and threshold amount for classification of supplies may be used). Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation	Cost
Total Supplies		

F. Consultants/Contracts. Indicate whether applicant's procurement policy follows standards found in 2 C.F.R. § 200.318(a).

Consultant Fees: For each consultant enter the name, if known, service to be provided, reasonable daily or hourly (8-hour day), and estimated time on the project to include M&A.

Budget Narrative: The Security Watchstander position will actually include various non-county employed watchstanders as the Emergency Operations Center has more than one person who will stand watch. Using an average salary of 1 watchstander (\$50,000), the calculation estimate was assumed to split the in-kind contribution among multiple people over the 3-year period. There won't be a large amount of time needed by the Watchstanders so 10% is a good estimate of the amount of time required between all the participants. The Security watchstander wages or salary will be provided through an in-kind match to meet the 25% match requirements.

Name of Consultant	Service Provided	Computation	Cost
Security Watchstander – Emergency Mgmt Ops Center	Local agency will provide personnel for system monitoring/training/policy concerns.	10% of \$50,000 (estimated salary) x 3 years	\$15,000
Subtotal – Consultant Fees			\$15,000

Consultant Expenses: List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.)

Budget Narrative: A narrative budget justification must be provided for each of the budget items identified.

Item	Location	Computation	Cost
Subtotal – Consultant Expenses			

Contracts: Provide a description of the product or services to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. Any sole source contracts must follow the requirements set forth in applicable state and local laws and regulations, as well as applicable Federal regulations at 2 CFR Part 200.

Budget Narrative: St. Clair County seeks to improve its Maritime Domain Awareness by acquiring 2 new maritime radar systems and integrated camera subsystems to fill critical gaps in its existing maritime radar network along the St. Clair River. The purpose of this

grant is to 1) install a new, integrated radar/camera security system in Marysville, MI to cover a radar gap between Port Huron and St. Clair, MI; 2) install a new, integrated radar/camera security system on Harsens Island to provide coverage along the international border south of Algonac; 3) connect both radar/camera systems with its existing radar network (3 maritime radars) to provide nearly complete coverage of its maritime AOR; and 4) provide radar and camera feeds from the new equipment to the local partners including the County Police and owners of the infrastructure that provide installation support for the equipment. To support compatibility and information sharing with its partners, St. Clair County seeks a grant to purchase and install the new, integrated radar/camera security systems and to integrate them with the existing radar network and situational awareness tools. St. Clair County will contract for both the addition of the new capabilities as well as their situational awareness data integration with St. Clair County's existing maritime radar network.

St. Clair County expects that the selected vendor will provide a turnkey service over the duration of the Project whose scope includes:

- The delivery of the radar/camera surveillance capabilities including all of the equipment, software licenses, and services needed to fulfill the requirements outlined in item D and this item F of this PSGP Budget Worksheet;
- The vendor's professional services including project management, engineering, installation, frequency licensing, integration, commissioning, training, technical support, maintenance, and extended warranty;
- Any third-party services required including engineering, permitting, site preparation, installation, rents, and provision of utilities and data networking; and
- Other related direct charges such as shipping and consumables.

The County has estimated these costs by inquiring with a vendor who has previously installed other similar radar/camera sites for St. Clair County and other agencies in the same area. Based on the preferred site locations and services needed, the costs were estimated for the grant application.

Item	Cost
Contract for provision of turnkey services provided by the chosen vendor including delivery of the radar/camera surveillance equipment, software licenses, and services needed to fulfill.	\$570,199
The services include the vendor's professional services including project management, engineering, installation, frequency licensing, integration, commissioning, training, technical support, maintenance, and extended warranty; as well as any third-party services required including engineering, permitting, site preparation, installation, rents, and provision of utilities and data networking; and other related direct charges such as shipping and consumables.	
Subtotal – Contracts	\$570,199
Total Consultants/Contracts	\$585,199

G. Other Costs. List items (e.g., reproduction, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, and provide a monthly rental cost and how many months to rent.

Budget Narrative: Provide a narrative budget justification for each of the budget items identified.

Important Note: If applicable to the project, construction costs should be included in this section of the budget detail worksheet.

Description	Computation	Cost
	Total Other	\$

H. Indirect Costs. Indirect costs are allowable only as described in 2 C.F.R. § 200.414. With the exception of recipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), recipients must have an approved indirect cost rate agreement with their cognizant Federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant Federal agency) must be attached.

Description	Computation	Cost
		\$
	Total Indirect Costs	\$

Budget Summary - The Total Non-Federal Amount is \$318,795. For item F, the expected amount of in-kind contribution from the selected vendor would be in the amount of \$288,795.

Budget Category	Federal Amount	Non-Federal Amount
A. Personnel		\$15,000
B. Fringe Benefits		
C. Travel		
D. Equipment	\$674,980	
E. Supplies		
F. Consultants/Contracts	\$281,404	\$303,795
G. Other		
H. Indirect Costs		

Total Requested Federal Amount	Total Non-Federal Amount
\$956,384	\$318,795
Combined Total Project Costs	
\$1,275,179	

Contract Approval Request - St. Clair County Community Mental Health Authority - Inmate Mental Health Services

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Contract Approval Request - St. Clair County Community Mental Health Authority	4/28/2021	Cover Memo
📎	SCC CMH Contract 2021-2022	4/28/2021	Cover Memo



COUNTY OF ST. CLAIR
Purchasing Division



CONTRACT APPROVAL REQUEST

- ☒ NEW CONTRACT ☐ CONTRACT RENEWAL ☐ CONSOLIDATION OF EXISTING CONTRACTS
- ☐ BIDS REQUIRED ☒ NO BIDS REQUIRED
- ☐ BIDS RECEIVED ☒ SINGLE SOURCE
- ☒ BOC POLICY COMPLIANCE ☐ CONTRACT EXTENSION
- ☐ REVIEWED BY CORP COUNSEL ☐ INCREASE WITHIN CPI-U
- ☐ VALUE LESS THAN THRESHOLD
-

VENDOR: St. Clair County Community Mental Health Authority

VALUE: \$167,094.37

TERM: March 15, 2021 to September 15, 2022 (18 months)

CONTRACT TYPE: Professional Service Contract

SERVICE DESCRIPTION: Inmate Mental Health Services

DEPARTMENT(S): St. Clair County Jail and Intervention Center

COMMENTS: The attached contract is an eighteen (18) month contract with SCC CMH to provide mental health services for the jail inmates. This portion of services is being pulled out of the existing Corizon contract as they are unable to obtain mental health staff for our contract. The Jail has started month to month services with CMH until we could get a contract in place. The Jail Administrator feels that it is best to continue services with our local CMH as most of the inmates are past or current patients of CMH. In removing this portion from the Corizon contract and switching back to SCC CMH, we will save \$2,383.48 per month in the jail's budget.

INTER-AGENCY (Co-Operative) AGREEMENT

Between

ST. CLAIR COUNTY COMMUNITY MENTAL HEALTH AUTHORITY

And

**ST. CLAIR COUNTY SHERIFF DEPARTMENT –
INTERVENTION CENTER (JAIL)**

Regarding

Intervention Center Mental Health Coordination (ICMHC)

March 15, 2021 through September 15, 2022

18 months

INTER-AGENCY (Co-Operative) AGREEMENT

St. Clair County Sheriff Department Intervention Center (JAIL) Intervention Center Mental Health Coordination (ICMHC)

March 15, 2021 through September 15, 2022

Purpose and Funding: The identified PARTIES (St. Clair County Community Mental Health Authority ("CMH") and St. Clair County Sheriff Department – Intervention Center ("JAIL") have developed a collaborative service delivery system which assures the adequate screening of inmates at the JAIL for mental health services along with "Crisis and Lethality Assessment" services.

Additionally, there is a goal to reduce the number of inmates and length of stay of the inmates that have been identified as having severe and persistent mental health needs while housed in JAIL through 'Diversion Assessments', as appropriate.

The Program Budget Source of Funds shall be as described in 'Attachment A: Jail Service Budget', which is attached and incorporated herein by reference.

Any changes to the total amount of this Agreement must be made in writing as an Amendment to this Agreement and executed by all PARTIES of this Agreement.

In consideration of the mutual promises, covenants, and representations herein, contained, PARTIES hereto agree to the following:

I. CMH

- A. Undertake, perform, and complete *Mental Health Coordination Services* as described in 'Attachment B', which is attached and incorporated herein by reference.
- B. Provide ongoing clinical supervision and training of the position and coordination of assigned JAIL services staff.
- C. Designate / advise of a contact person responsible to liaison with other PARTIES to address / resolve operational issues.
- D. Provide *Mental Health Coordination Services* per, and within, Jail Service Budget (Attachment A).
- E. Provide additional *Mental Health Coordination Services* (clinical staffing) per, and within, Jail Service Budget (Attachment A) IF General Funds (GF) are available at the time the funds identified in Attachment A have been exhausted.
- F. Provide clinical support as needed for concerns / issues by contacting Kathleen Gallagher, CMH Program Director, (810) 966-7857.

II. JAIL

- A. Designate / advise of a contact person responsible to liaison with other PARTIES to address / resolve operational issues.
- B. Commit to provide ongoing funding for this position for subsequent years with economic increases, to be paid by JAIL, as determined, by this Agreement, subject

to availability of funds and annual review and approval by PARTIES.

- C. Remit full payment obligation within thirty (30) days of implementation of this Agreement as noted in applicable 'Attachment A'.

Unused funds at a commensurate percentage to original contribution will be returned to funding sources at year-end.

- D. Provide office space.

III. All PARTIES

- A. This Agreement is based on the existence and continued operation of a validated objective classification system as JAIL.

- B. No persons shall be denied service solely on the basis of age, disability, race, color, creed, sex, national origin, marital status, religion, ability, or inability to pay therefore.

- C. This Agreement may be terminated by JAIL for its convenience, in whole or in part, by giving CMH a written notice sixty (60) days prior to the date of termination.

If JAIL chooses to terminate this Agreement, in part, the rates under this Agreement shall be equitably adjusted to reflect those (and / or all) *Mental Health Coordination Services* that are terminated.

Debra Johnson, Executive Director
St. Clair County Community Mental Health Authority

Date

Mat King, Sheriff
St. Clair County Sheriff Department

Date

Karry Hepting, Administrator/Controller
St. Clair County

Date

2021 - Option 1

Personnel	Hours Worked on Jail Services	Hourly Composite Rate	Jail Services Costs
**Clinician (FT) - 37.5 hours per week	1950	33.98	\$ 66,252.42
**Clinician (PT) - 16 hours per week	832	32.86	\$ 27,340.60
Psychiatrist - 7 hours per week	364	155.00	\$ 56,420.00
	Subtotal		\$ 150,013.02

Fringe Benefits

	Clinician (FT)	Clinician (PT)*
FICA	4,107.65	1,695.12
Medicare	960.66	396.44
Retirement	-	-
OPEB	-	-
Deferred Compensation	5,300.19	-
Worker's Compensation	1,664.59	686.93
Vision Insurance	303.12	-
Health Insurance/vision	-	-
Life Insurance	115.20	-
Dental	892.32	-
Disability	459.12	-
	13,802.86	2,778.49

****In the event that the assigned clinicians require assistance, are off sick or on vacation, Mobile Crisis Unit Clinicians and/or William Slusher will be assigned to provide required services.**

Supplies and Materials \$ 500.00

Jail Services Total (annual)	\$ 167,094.37
-------------------------------------	----------------------

Jail Services Total (weekly)	\$ 3,213.35
-------------------------------------	--------------------

ST. CLAIR COUNTY SHERIFF DEPARTMENT - INTERVENTION CENTER (Jail)

INTERVENTION CENTER MENTAL HEALTH COORDINATION SERVICES

~ FUNCTIONAL JOB TASK LIST (FJTL) ~

March 15, 2021 – September 15, 2022

St. Clair County Sheriff Department Intervention Center's Mental Health (ICMH) staff are direct employees of St. Clair County Community Mental Health Authority (CMH), but are the responsibility of both, JAIL and CMH to provide **Mental Health Coordination Services**, as described in the following:

SCREENING / ASSESSMENT SERVICES

ICMH clinician / designated staff will complete a screening of inmates who request *Mental Health Coordination Services* or present with emergent mental health issues and will also complete a 'Crisis and Lethality Assessment', as referred by the corrections staff, medical staff, other service providers, or inmates' family / support system, and in accordance with "Jail Diversion Guidelines".

Requests should be made on the "Mental Health Request Form".

Screening priority will be given to those with the highest risk and emergent safety needs and those physically located in the Assessment Area.

1. For emergent mental health referrals, ICMH clinician / designated staff will complete to determine:
 - Tentative diagnosis
 - Immediate service needs
 - Provide intervention, as necessary to stabilize situation

Upon receipt of written request, mental health staff will review, request, and prioritize referral based on information enclosed in the referral.

As appropriate, mental health staff will make contact with any identified providers on the "Referral Form" to gain confirmation of current treatment and medications.

If the individual is currently "open" to / receiving services from CMH, ICMH clinician / designated staff will contact the individual's CMH primary case worker to secure the individual's medications / provide medication list to Corizon.

2. ICMH clinician / designated staff will complete a 'Risk / Needs / Lethality Assessment' of inmates in mental health crisis who are referred by corrections staff or other referral sources.

Based on the 'Risk / Needs Assessment', recommendations and referrals for specific levels of service will be made and coordinated with mental health providers, both, in JAIL and community-at-large.

ICMH clinician / designated staff will assist with classification recommendations for housing of the person presenting with acute symptoms.

ICMH clinician / designated staff will determine housing needs and observation level recommendations to the Classification Officer and other appropriate JAIL staff, as necessary, as well as document in the AS400.

Upon receiving the 'Screening Request', staff will determine priority for screening and crisis intervention based on the following:

- **High Priority:** To be seen within one (1) Business Day.
 - Critical incidents, serious threats, or attempts to harm self or others
 - Inmates in the Assessment Area requiring classification of *housing needs*
 - Inmates in the Assessment Area requiring classification for *observation levels*
 - Demonstrating a significant change(s) in behavior
 - Unusual behaviors that suggest CMH intervention is necessary
 - **Medium Priority:** To be seen within 72 Hours.
 - Unusual behavior
 - Immediate court requests
 - Court ordered for mental health treatment
 - Inmate reports currently receiving mental health treatment services
 - Currently prescribed psychiatric medications for a severe mental illness
 - Currently open to CMH services
 - **Low Priority:** To be seen within 10 Calendar Days.
 - St. Clair County Sheriff Department staff notifying ICMH clinician / designated staff of inmates who have indicated they are currently involved in mental health treatment or have been in the past
 - Inmate requests mental health services
 - Court ordered for mental health evaluation
3. Where needed, the provisions of the *Mental Health Code* along with clinician's assessment will be applied to determine and facilitate a need for more intense services, including psychiatric hospitalization.
- As appropriate, ICMH clinician / designated staff will facilitate jail diversions; diverting individuals with severe mental illness or intellectual disabilities into community-based treatment as an alternative to incarceration.
- ICMH clinician / designated staff will provide recommendations to the courts and services to assist with referrals to Mental Health Court.
- Additionally, ICMH clinician / designated staff will provide recommendations to the courts and applicable mental health services programs to assist with referrals to Mental Health Court, as appropriate.
4. ICMH clinician / designated staff will document inmate assessments and in-Jail program participation of mental health services, as necessary in JMS, to meet reporting requirements of all consortium-funding agencies.
5. During the screening for mental health service-eligibility, staff will provide inmate with a determination and offer referrals, as appropriate.

6. See / evaluate inmates' mental health of persons on lock-down status. Review as determined by Immigration and Customs Enforcement (ICE) and U.S. Marshalls as well as JAIL.
 - a. For any ICE individuals served with mental health needs, whether by CMH or medical, there will be a review by a mental health provider (via CMH) within every 90 days and document in JMS.

REFERRAL / LINKAGE SERVICES

For inmates meeting the relevant admission criteria, per the Intake Assessment, the ICMH clinician / designated staff will:

1. Provide linkage to mental health services available while at JAIL or other community services.
2. Coordinate / link with medical services through Corizon while in the JAIL.
3. Assure linkage with probate court liaison, hospital / hospital Emergency Room staff to facilitate Hospital or Forensic Center Evaluation, when necessary.
4. When individuals that have concurrent open criminal and / or probate cases are returning to the community, assure coordination with hospital liaison, corrections staff, and probate, district, or circuit courts.
5. If currently "open" and actively receiving services through CMH, ICMH clinician will notify Corizon and forward medication list plus assure linkage with CMH psychiatrist or psychiatric nurse practitioner for a medication evaluation and / or medication administration.
6. Respond to judicial requests for Assessments, Diversion Screenings, and Discharge Planning.
7. Corizon / designee coordinates services with JAIL's pharmacy for medications, procedures, receipt of medications, ordering medications, etc.
8. If ICMH prescriber prescribes medications outside of the JAIL / Corizon formulary, they will email the ICMH clinician, providing the name of the inmate and the medication(s).
9. Coordinate services with JAIL medical staff for medications, medical treatment, issues, and concerns.
10. Provide inmates' screening, referral for mental health treatment, or medication consultation provided by primary care physician.
11. Prior to release from JAIL, assist mental health professionals, families, guardians, and support systems with coordination of providing assistance and linking services.
12. Coordinate with treatment providers and gives referrals for persons leaving the JAIL that are requiring mental health assistance.

DIRECT TREATMENT SERVICES

ICMH staff will provide or coordinate treatment services to persons:

- With severe mental illness and / or developmental disability diagnosis

- Upon request of jail staff
1. Typically, treatment services will be provided minimally five (5) days per week with one (1) clinician for 1.0 FTEs / 37.5 hours per week and one (1) clinician for up to 16 hours per week.
 2. Psychiatric / mental health services (evaluation and medication reviews) and crisis intervention will be provided as needed / requested by JAIL staff.
 3. Prior to release date (unless released early with no notice to staff), additional supports coordination contacts will be utilized in order to best link the person with continued treatment service in the community, address housing needs, link with community resources, and other referrals as needed to best help the person be successful and avoid further incarcerations.
 4. Prior to release from JAIL, provide individuals information regarding a Medicaid application and linkage to Access Screening and referral, as appropriate.

PSYCHIATRIC SERVICES

Psychiatric services will be provided to individuals who enter the JAIL that are already engaged in psychiatric services through CMH and / or those individuals who have, through a screening (as result of crisis intervention), been determined in need of psychiatric intervention or consultation.

Psychiatric services will be provided up to 7.0 hours/per week, via psychiatrist.

A person only qualifies for CMH psychiatric services at JAIL Program, if they meet the Admission Criteria for mental health services as listed:

- Severe mental illness and / or developmental disability diagnosis

Psychiatrist / designee will:

1. Meet with individuals being prescribed psychiatric medication(s) to monitor medication(s)' effectiveness, side effects, symptom management, prescription(s) and follow-up, as needed, but no less than quarterly.
2. Provide medication consultation for JAIL medical doctor to prescribe medications for individuals not in mental health treatment services when appointment times are available.
3. Follow Corizon Drug Formulary when prescribing psychiatric medication(s). If requesting medications outside of the formulary, the prescriber should notify Corizon (via email) that they are prescribing outside of formulary.
4. Provide consultation and / or direction to appropriate medical staff regarding individuals choosing not to take prescribed medication(s).

JAIL DIVERSION

ICMH clinician / designated staff will coordinate Diversion Services only to persons meeting criteria per the *Mental Health Code* and others who meet CMH (Direct-Treatment) Services – Jail Program's Admission Criteria.

ICMH clinician / designated staff will:

1. Facilitate jail diversions by diverting individuals with a diagnosis of Severe Mental Illness or Intellectual/Developmental Disability into community-based treatment as an alternative to incarceration.

2. Provide recommendations to the courts and provide necessary services to assist with referrals to Mental Health Court.
3. Track all statistical jail diversion information / data and complete quarterly reports.
4. Determine possible jail diversion candidates through daily monitoring of the "Jail Admittance / Discharge Log".
5. Provide consultation to pre-trial, correctional, rehabilitation, law enforcement, medical staff, and judicial regarding jail diversion candidates.

CRISIS RESPONSE SERVICES

ICMH clinician / designated staff will complete screenings of inmates who are at-risk, as alerted by corrections staff, of self-harm or harm to others.

1. For emergent mental health issues (critical incidents, serious threats, or attempt to harm self or others) ICMH clinician / designated staff provides crisis intervention and / or recommendation for hospitalization to stabilize symptoms of a severe mental illness to enable individual to remain incarcerated with the least amount of risk of harm to self and / or others.

When an individual is presenting with at-risk behaviors that could lead to self-harm and / or harm to others either intentionally or unintentionally due to severity of psychiatric symptoms and / or substance use / abuse / withdrawal, corrections staff will secure the situation and contact ICMH clinician / designated staff to request a screening.

In response to the request, ICMH clinician / designated staff will screen individual within one (1) business day and recommend interventions to stabilize crisis.

Based on the risk, ICMH clinician / designated staff will screen the individual and assist by providing Classification Officer and other appropriate JAIL staff with classification recommendations for housing and observing the person presenting with acute symptoms.

When needed, provisions of the *Mental Health Code* and clinical assessment will be applied to determine and facilitate the need for more intense services, including psychiatric hospitalization and petition, if necessary.

2. ICMH clinician / designated staff will ensure crisis intervention services are provided, as follows:
 - a) During regularly-scheduled program hours, crisis intervention will be prioritized over other services.
*Crisis intervention is prioritized for individuals who are presenting with high safety risks and / or risk of harm to self or others.
 - b) After-hours crisis access is available via the 24-hour Mobile Crisis Unit. Both, telephone and face-to-face crisis intervention will be provided, as determined by the nature and severity of the presenting problems.
 - c) Provide Prison Rape Elimination Act (PREA) follow-up counseling, as requested.

CLINICAL SUPERVISION

ICMH clinician / designated staff will participate in individual and / or group supervision with the CMH Jail Supervisor.

SUPERVISION OF SERVICES

ICMH clinician / designated staff will liaison with all providers of mental health services at the JAIL and community to facilitate timely, clinically appropriate services to foster rehabilitation and recovery.

1. Daily monitoring of the Booking Screens, Mental Health Referrals, and emails to review for possible jail diversion candidates.
2. Pre-trial consultation with correctional rehabilitation personnel, law enforcement, medical staff, and judicial for diversion candidates and referrals for Mental Health Court.
3. Assist CMH staff in providing onsite services to inmates.
4. Participate in prisoner grievance process, when requested.

TRAINING / CONSULTATION

ICMH clinician / designated staff will provide formal and informal training to facilitate collaboration / cooperation between the JAIL system and CMH system.

1. Provide training in general mental health, co-occurring issues, and individual case consultation to JAIL and medical staff.
2. Provide formal and / or informal training to community service providers to enhance or facilitate coordination of services while inmate is incarcerated, or after release, or as a result of a Jail Diversion.
3. Attend appropriate workshops or seminars specific to topics relevant to provision and coordination of mental health services.

DOCUMENTATION / PROGRAM EVALUATION

Assigned treatment provider (ICMH clinician, and / or psychiatrist, and / or designated staff) will:

1. Document all services provided to meet requirements of each funding source as well as ICE and federal requirements.
2. Assist with developing program goals and program evaluation process.
3. Assure completion of quarterly data reports and timely submission (15th of the following month) to JAIL Administrator and CMH clinician assigned to JAIL.

Contract Approval Request - Corizon Health, Inc. Contract Amendment #1

Summary:

ATTACHMENTS:

Description		Upload Date	Type
	Memo Corizon Health, Inc. contract amendment #1	4/28/2021	Cover Memo
	Corizon contract amendment 1	4/28/2021	Cover Memo



COUNTY OF ST. CLAIR

OFFICE OF THE ADMINISTRATOR/CONTROLLER



KARRY HEPTING
Administrator/Controller

MEMO

To: Board of Commissioners

From: Dena Alderdyce, Finance Director and Tracy DeCaussin, Jail Administrator

Date: April 28, 2021

Re: Corizon Health, Inc. contract amendment #1

The Jail has been in contract negotiations with Corizon Health, Inc. for the past few months due to ongoing staffing issues. Both parties have agreed to remove the 1.2 FTE of Mental Health services from the Corizon Health contract and return to contracting with SCC CMH for Mental Health services.

As a result, we needed an amendment to this contract to remove the cost of the mental health services of \$140,000 annually. The amendment to the contract would be retro to April 13, 2021 and remain in effect until the end of the contract which is August 31, 2022.

We have also agreed to credits for staffing payback in the amount of \$42,281.18 as well.

With the changes to the mental health portion of the contract, we will see a savings of \$2,383.48 per month.

We are recommending approval of the Corizon Health, Inc. amendment #1 at the Board of Commissioners meeting on May, 20, 2021.

**FIRST AMENDMENT TO THE CONTRACT BETWEEN CORIZON HEALTH,
INC. AND THE COUNTY OF ST. CLAIR, MICHIGAN**

THIS FIRST AMENDMENT TO THE CONTRACT (hereinafter the “First Amendment”), effective this 13th day of April, 2021, by and between Corizon Health, Inc. (hereinafter the “Corizon”) and the County of St. Clair, Michigan, a municipal corporation and political subdivision of the State of Michigan (hereinafter the “Client”). Corizon and the County are collectively referred to herein as the “Parties”.

WHEREAS, on September 1, 2019, the Client and Corizon entered into a Contract (hereinafter the “Contract”), by which Corizon assumed the responsibilities for the provision of on-site medical and mental health healthcare services to inmates of the Client; and

WHEREAS, Corizon and the Client desire to amend the Agreement to effectuate the following changes:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed upon as follows:

1. The parties agree that as of April 13, 2021, Corizon will no longer provide any mental health services. A revised staffing matrix is attached as Exhibit A to reflect the removal of mental health positions. The parties also agree to revise Section 8.1 Base Compensation to reflect the elimination of mental health services and reduce the compensation by \$140,000 annually as follows:

Base Compensation. For purposes of this Agreement only, beginning April 13, 2021 the Client hereby agrees to pay Corizon the following annual base compensation for the remainder of **Contract Year 2** (April 13, 2021 – August 31, 2021) of \$674,370.72. The monthly base compensation for April 2021 will be prorated at \$87,961.40. The remaining monthly payment installments for May 1, 2021 through August 31, 2021 will be \$146,602.33

The Client hereby agrees to pay Corizon the following annual base compensation for **Contract Year 3** (September 1, 2021 – August 31, 2022) of \$1,810,348 payable in twelve (12) monthly installments of \$150,862.33.

In the event the ADP exceeds 500 inmates for a period of 60 consecutive days or more, the Client and Corizon hereby agree to renegotiate the compensation due and payable to Corizon. Corizon will bill the Client thirty

(30) days before the first day of the month for which services will be rendered and the Client agrees to pay Corizon by the 30th day of the month in which services are rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month or year, compensation to Corizon will be prorated accordingly.

To the extent staffing changes are required due to the change in the ADP, the parties will negotiate a new staffing plan and document it through a letter agreement or contract amendment.

2. The parties agree to amend Section 2.1 Staffing of the Contract to add the following language regarding staffing paybacks:

For each of the positions included in the staffing matrix attached hereto as Exhibit A, a payback will be required by Corizon for any unfilled hours. A credit shall be issued to the Client for such unfilled hours and can be deducted from the monthly payment to Corizon at the average hourly salary rate for the position as set forth in Exhibit B, attached hereto. Exhibit B will be updated annually, no later than October 1st of each year, to reflect blended averages rates. The calculation of filled hours will be based on hours paid by Corizon. In all cases, employees not currently working required position hours may be used to cover like positions when their credentials are equal to or exceed the credentials required for such similar position. In the case where an LPN covers RN hours, only the difference of the payback rate will be paid back.

Unfilled hours include those hours which are not filled due to voluntary or involuntary termination or any other reason or incident resulting in the position being unfilled. Corizon will calculate, reconcile, and report any unfilled hours by position for each of the applicable bi-weekly pay periods in a monthly report to the Client. However, unfilled hours will not include those hours not filled due to Corizon Paid Time Off (hereinafter "PTO"), for items such as illness, annual, or personal leave. The monthly report shall be based on reporting periods that would include two pay periods per month with a final reconciliation to include three pay periods twice a year. For the purpose of calculating staffing paybacks during the term of this Agreement, total hours by position will be considered in the aggregate for any required contracted position.

3. Corizon agrees to compensate Client for staffing paybacks beginning in July in as set forth below. The staffing payback will be reflected on Corizon's next regular invoice after this Amendment is signed.

July 2020 -- \$6,518.25
August 2020 -- \$4,306.00
September 2020 -- \$1,732.36

October 2020 – \$2,804.00
November 2020 – none
December 2020 -- \$2,215.00

Total for 2020 -- \$17,575.61

January 2021 -- \$2,072.23
February 2021 -- \$7,264.09
March 2021 -- \$15,369.25

Total for 2021 -- \$24,705.57

4. All other terms and conditions of the Contract shall remain in full force and effect except as modified herein.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment in their official capacity and with legal authority to do so.

CORIZON HEALTH, INC.

By: _____

Date: _____

Title: SVP Community Operations

COUNTY OF ST. CLAIR, MICHIGAN

By: _____

Date: _____

Title: _____



**Proposed Staffing for
St. Clair County**

**St. Clair Intervention Center
Effective Date 4/13/2021**

POSITION	Shift	Scheduled Hours								Hrs/ Wk	FTEs	TOTAL FTEs
		Mon	Tue	Wed	Thu	Fri	Sat	Sun	TBS*			
HSA	Day	8	8	8	8	8				40	1.00	1.00
	Evening									0	0.00	
	Night									0	0.00	
Nurse Practitioner	Day	10	10	10	10					40	1.00	1.00
	Evening									0	0.00	
	Night									0	0.00	
Medical Director/Physician	Day	2								2	0.05	0.05
	Evening									0	0.00	
	Night									0	0.00	
RN	Day	8	8	8	8	8				40	1.00	1.00
	Evening									0	0.00	
	Night									0	0.00	
RN	Day	8	8	8	8	8	8	8		56	1.40	2.10
	Evening	4	4	4	4	4	4	4		28	0.70	
	Night									0	0.00	
RN	Day									0	0.00	2.10
	Evening	4	4	4	4	4	4	4		28	0.70	
	Night	8	8	8	8	8	8	8		56	1.40	
LPN	Day	8	8	8	8	8	8			48	1.20	1.80
	Evening	4	4	4	4	4	4			24	0.60	
	Night									0	0.00	
LPN	Day									0	0.00	2.10
	Evening	4	4	4	4	4	4	4		28	0.70	
	Night	8	8	8	8	8	8	8		56	1.40	
Administrative Assistant	Day	8	8	8	8	8				40	1.00	1.00
	Evening									0	0.00	
	Night									0	0.00	
	Day									0	0.00	0.00
	Evening									0	0.00	
	Night									0	0.00	
	Day									0	0.00	0.00
	Evening									0	0.00	
	Night									0	0.00	
	Day									0	0.00	0.00
	Evening									0	0.00	
	Night									0	0.00	
	Day									0	0.00	0.00
	Evening									0	0.00	
	Night									0	0.00	
SUMMARY BY SHIFT	Day	52	50	50	50	40	16	8	0	266	6.65	12.15
	Evening	16	16	16	16	16	16	12	0	108	2.70	
	Night	16	16	16	16	16	16	16	0	112	2.80	
TOTAL HOURS/FTEs per week		84	82	82	82	72	48	36	0	486	12.15	12.15

*TBS= To be scheduled

Sheriff Contract for Police Services with Port Huron Area School District

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Sheriff Contract for Police Services with Port Huron Area School District	4/29/2021	Cover Memo
📎	Port Huron Addendum	4/29/2021	Cover Memo



COUNTY OF ST. CLAIR

OFFICE OF THE ADMINISTRATOR/CONTROLLER



KARRY HEPTING
Administrator/Controller

MEMO

To: Board of Commissioners

From: Dena Alderdyce, Finance Director and Jim Spadafore, Undersheriff

Date: April 29, 2021

Re: Sheriff Contract for police services with Port Huron Area School District

Attached is a contract addendum between the St. Clair County Sheriff's Office and the Port Huron Area School District for a one year extension of police services for the schools.

The School district is interested in extending the contract for a one year period at this time. Per the current contract the language allowed for a one year extension.

The contract extension period is for July 1, 2021 through June 30, 2022. The amount that is being added to the current contract for an additional year is \$65,665. This cost covers 65% of one deputy and operating expenses. The other 35% of the deputy is covered by the DTF fund.

We are requesting approval of the contract addendum at the May 20, 2021 Board of Commissioner's meeting.



COUNTY OF ST. CLAIR



ADDENDUM A

Law Enforcement Services Agreement
Between the County of St. Clair, MI (County) and the Port Huron Area School District (School)

Date: 4/23/21

Document: Agreement Extension

The County and the School have agreed to extend the current contract for a one (1) year period starting on July 1, 2021 and ending on June 30, 2022.

The following will be added to the existing paragraph to read as follows:

7. The School agrees to pay for such law enforcement service the sum of \$32,832.50, beginning July 1, 2021 through December 31, 2021 to be paid by December 31, 2021.

The School agrees to pay for such law enforcement service the sum of \$32,832.50, beginning January 1, 2022 through June 30, 2022 to be paid by July 31, 2022.

FOR THE SCHOOL:

BY: [Signature]
Jamie Cain, Superintendent

DATE: 4/29/21

BY: [Signature]
Kate Peternel, Executive Director of Business Services

DATE: 4.29.21

FOR THE COUNTY:

BY: _____
Karry Hepting, Administrator/Controller

DATE: _____

BY: _____
Mat King, Sheriff

DATE: _____

Michigan Indigent Defense Commission FY 2022 Proposed Cost Analysis/Budget

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	MEMO FY 2022 MIDC Application	4/29/2021	Cover Memo
📎	FY 2022 MIDC Budget Final	4/28/2021	Cover Memo



COUNTY OF ST. CLAIR

Office of the Public Defender



MEMO

To: Board of Commissioners
From: Michael G. Boucher
Date: 4-15-2021
Re: FY 2022 Proposed Cost Analysis/Budget
Michigan Indigent Defense Commission

We submit to you the proposed cost analysis/budget that will be submitted to the Michigan Indigent Defense Commission in advance of the April 27, 2021 deadline.

You will note that we request additional personnel as follows:

1. Three (3) Additional Clerks

The Michigan Indigent Defense Commission (hereinafter MIDC) established a ratio of one clerk for every four attorneys, partially adopting a formula by the National Association for Public Defense. That same formula proposed one paralegal for every four attorneys to assist staff attorneys to carry out day to day tasks. We don't have, nor will we be requesting paralegal assistance in the FY 22 budget.

We are currently staffed at fourteen (14) attorneys with four (4) clerks.

What we have learned in our first year of operation is that the existing ratio of clerks to staff counsel is inefficient and problematic. We've standardized processes to be followed by our several clerks and the office runs reasonably smoothly. However, by clearly defining, delineating the core duties of the clerks to for file management, scheduling and other critical day to day processes limits the assistance that the clerk can provide to the attorney team he/she has been assigned.

As a result, we found almost immediately that attorneys would have to perform duties that clerks would ordinarily perform. I advised our Regional Manager with MIDC that relegating staff attorneys to perform de facto clerk duties was not a cost effective use of the State Monies budgeted to our office for personnel.

We believe that the addition of three clerks would immensely increase our efficiencies, allow for cross training of clerk personnel and allow our staff attorneys to allot more time to handle client files.

2. Request for One (1) Additional Senior Level Public Defender

By our calculation, our Senior Level Felony Attorneys are currently meeting or exceeding proposed caseload requirements as set forth in the MIDC Standards. In time studies that we've conducted, we have determined that it isn't unusual for an attorney to spend significant time on a weekly basis at the jail meeting clients.

Further, as a result of COVID 19, combined with the delay in SCAO generating 2020 caseload numbers (which will certainly reflect an anomalous downward trend), we are compelled to rely on the most recent available quantifiable data, the 2019 caseload statistics.

In that data, it reflects that there were 1168 new felony cases.

We requested that the State provide grant money for an **additional Senior Level Public Defender** to handle felony cases for the following reasons:

Recommended Caseload Limits

The Addition of 1 Senior Staff Level Attorney will result in 6 total Circuit Court Trial Attorneys, whose jobs will focus solely on client based service. We realize that a small percentage of cases will ultimately result in private retention, but it appears clear that we will take the vast majority of these cases. Moreover, the cases that require the most hours of work (high severity felonies and capital cases) tend to remain with Court Appointed Counsel (or in our case, the Office of the Public Defender) These are often sensitive cases where discovery is significant, motion practice is required and the likelihood of trial makes retention of private counsel cost prohibitive.

I. 1170 felony cases divided by 6 attorneys = 195 Felony Cases or 45 cases per attorney per annum above the 'recommended' guideline

II. 45 x 6 attorneys= 270 cases

The Chief Public Defender and Chief Assistant Public Defender each manage a caseload and intend to continue to do so.

However, in order to perform a whole host of administrative duties including, but not limited to;

- a. MIDC Related Meetings;
- b. County Administrative Related Meetings;
- c. Court and Jail Administrator Related Meetings;
- d. Preparing and Conducting Staff Meetings;
- e. Strategic Planning;

- f. Staff Scheduling;
- g. Monitoring Staff Performance;
- h. Monitoring Contract/Conflict Counsel Performance;
- i. Mentoring.
- j. Other Personnel Matters.
- k. Approval of Roster Attorney Bills.
- l. Approval of Expert and Investigator Requests and Fees.

The Chief PD and Chief Asst PD should have adjusted caseloads to allow for the above listed management responsibilities.

We are proposing to MIDC that the additional Senior Level Attorney would allow a reduction for Chief and Chief Assistant to perhaps 50-70 new cases per person each per annum. If the Chief and Chief Assistant reduced their caseloads to 50 per annum or one new felony case per week there would be 170 cases remaining above said 'recommended' guideline.

The proposed cost analysis takes into consideration that with the caseloads of the Circuit Level Staff Attorney's is significant at this time. Moreover, recent changes in Michigan Law/ Criminal Procedure/Michigan Department of Corrections Policy/ (hereinafter DOC) provide that Defense Counsel is to be invited to participate in the interview of clients by Probation Agents. It is now anticipated that this will require a commitment of anywhere between 2 to over 5 hours per week depending on the number of interviews scheduled by the DOC in any given week.

The Chief and Chief Assistant, in addition to their proposed caseload levels as set forth above, will be assigned all Probation Violation Hearings in all cases that had previously been assigned to Roster Counsel allowing other Senior Staffers more time to appropriately handle their caseloads in order to distribute the workload evenly. Speaking with the Circuit Court Administrator and the Michigan Department of Corrections (MDOC) Supervisor there are over 200 probation violations per year in the Circuit Court alone.

3. Request for Additional Contract Arraignment Attorney

There have been changes to the law that require walk in arraignments on outstanding warrants to occur within two hours of the Defendant surrendering him/herself.

For the reasons already set forth herein, an additional contract arraignment attorney will lighten the load for staff attorneys, covering the additional hearings that arise as a result of bench warrants, and in custody warrants arraignments.

4. Increase for Expert Witnesses

We request an increase to \$100,000.00 in available expert witness fees to be provided by the State Grant. We set forth our rationale for the increase in the notes to the cost analysis.

5. Technology

With a request for an increase in staff we will require increases in technology, namely;

- a. Additional Workstations.
- b. Computers.

6. Miscellaneous Increases

We request budget increases for shelving, carpeting and blinds to soundproof conference rooms and slight increases in subscription legal resource services.

I will make myself available to respond to any questions.

Indigent Defense System Cost Analysis

Grant Year October 1, 2021 - September 2022

Funding Unit Name(s)

St. Clair County

DATE SUBMITTED: 4/15/2021

Personnel	Position	Calculation hours and rate	Total	State Grant	Local Share	Other Funding Sources	Total
Michael Boucher	Public Defender	Full time / 37.5 hrs	135,505.00				135,505.00
Frederick Lepley	Chief Asst Public Defender	Full time / 37.5 hrs	115,829.00				115,829.00
TBD	Senior Public Defender	Full time / 37.5 hrs	88,021.00				88,021.00
Joseph Kanan	Senior Public Defender	Full time / 37.5 hrs	102,973.00				102,973.00
Patrick Politano	Senior Public Defender	Full time / 37.5 hrs	99,011.00				99,011.00
Donald Sheldon	Senior Public Defender	Full time / 37.5 hrs	100,111.00				100,111.00
Vacant (Randolph Martinek Retirement)	Senior Public Defender	Full time / 37.5 hrs	99,011.00				99,011.00
Andrea Lacey	Senior Public Defender	Full time / 37.5 hrs	95,203.00				95,203.00
Thomas Sarrine	Asst Public Defender	Full time / 37.5 hrs	81,381.00				81,381.00
David Kelley	Asst Public Defender	Full time / 37.5 hrs	78,251.00				78,251.00
Kelly Turner	Asst Public Defender	Full time / 37.5 hrs	76,491.00				76,491.00
Meggan Delisi	Asst Public Defender	Full time / 37.5 hrs	75,241.00				75,241.00
Jennifer Rutkowski	Asst Public Defender	Full time / 37.5 hrs	75,241.00				75,241.00
Frederick Bartolomei	Asst Public Defender	Full time / 37.5 hrs	75,241.00				75,241.00
John Przeslawski	Asst Public Defender	Full time / 37.5 hrs	78,251.00				78,251.00
Sandra Shankin	Administrative Services & Comp	Full time / 37.5 hrs	54,978.00				54,978.00
Janel Salgado	Legal Clerk III	Full time / 37.5 hrs	46,995.00				46,995.00
Mary Macker	Legal Clerk III	Full time / 37.5 hrs	48,345.00				48,345.00
Gary Bowser	Legal Clerk II	Full time / 37.5 hrs	40,171.00				40,171.00
TBD	Legal Clerk I	Full time / 37.5 hrs	34,338.00				34,338.00
TBD	Legal Clerk II	Full time / 37.5 hrs	37,140.00				37,140.00
TBD	Legal Clerk III	Full time / 37.5 hrs	41,778.00				41,778.00
Brettany Kensley	Court Clerk I	Full time / 37.5 hrs	40,171.00				40,171.00
Jason Eveningred	Custodian I	Part time / 28 hrs	19,739.88				19,739.88
TBD	Law Clerk /Casual Temp	Part time / 28 hrs	6,620.00				6,620.00
Category Summary			1,746,036.88	0.00	0.00	0.00	1,746,036.88

If any employee opts out of county health insurance as has health insurance through another means, the county provides a stipend reimbursement for the insurance they opt out of. If health, dental and vision, the stipend is \$1,350 annually. If they opt out of health and dental it is \$1,250 and if they opt out of just health, it is \$1,100.

Additional Staffing Requests:

We request an additional Senior Level Felony Attorney and three (3) support Clerks - However, we ask that it be considered that from January 4, 2021 through April 17, 2021 (103 days), the Chief Public Defender has been assigned a total of 42 cases and the Chief Assistant has been assigned a total of 48 cases. Our Senior Level Staff Attorneys during that same period average 50 cases each. If the Chief or Chief Asst. cut back their caseloads to allow for dedication of time to administrative functions, the Senior Staff Level Attorneys would have to absorb that workload. An additional attorney will resolve that problem without overburdening staff attorneys.

We request a part time law clerk for 10 weeks in spring-summer 2022. This will assist with recruitment for future staffing.

Fringe Benefits	Percentage	Amount	State Grant	Local Share	Other Funding	Total
Employer FICA	0.62%	108,254.44				108,254.44
Retirement	8%	137,574.00				137,574.00
Employer Medicare	1.45%	25,317.99				25,317.99
Hospital Insurance	Varies per FT employee	246,817.00				246,817.00
Dental Insurance		0.00				0.00
Vision Insurance		0.00				0.00
Unemployment Insurance	0.08%	1,396.83				1,396.83
Workers Compensation	0.60%	10,476.22				10,476.22
Life Insurance		1,380.00				1,380.00

Other - Disability	1.00%	17,196.77	17,196.77
--------------------	-------	-----------	-----------

Category Summary	11.13%	548,413.25	0.00	0.00	0.00	548,413.25
------------------	--------	------------	------	------	------	------------

Fringe benefits have been calculated to include the additional staff requested.

An increase of 5% has been calculated for insurance costs. We are estimating a 5% increase in Health Insurance for 2022. Right now it is just an estimate. Our actual figures do not come in from HR until around the end of October. We will only charge the actual, but need to account for the possible increase. Based on historical figures, it had always increased around 5%.

Health Insurance costs are \$17,894 for Full Family, \$14,304 for 2 person and \$7,147 for Single. These costs are netted with a 20% employee co share.

The County is self insured and we have a separate fund that pays for all insurance costs for all County employees. This insurance fund pays for the Life Insurance policy up front. This policy is through Hartford Basic Life. The cost of the life insurance is split amongst the number of full time employees to get a per person annual cost.

When an employee is paid, their respective department budget pays for the life insurance and it gets deposited into the insurance fund in order to make it whole. The problem with this formula is that it does not account for vacancies throughout the year, so the insurance fund would never recoup 100% of the cost. Therefore, we "round up" the annual rate. For 2022 we went with \$60. This is the rate charged to every employee/department

Contractual

Contracts for Attorneys	Services Provided	Calculation	hours	Total	State Grant	Local Share	Other Funding	Total
Contracts for Conflicts		70.00 per hr		350,000.00				350,000.00
Arraignment Attorney		15 hrs wkly @ \$32.05		25,000.00				25,000.00
Arraignment Attorney		15 hrs wkly @ \$32.05		25,000.00				25,000.00
Arraignment Attorney		15 hrs wkly @ \$32.05		25,000.00				25,000.00

Category Summary	425,000.00	0.00	0.00	0.00	425,000.00
------------------	------------	------	------	------	------------

Contract Attorney Justification - list all possible rate scenarios for attorney contracts that apply (i.e. hourly, event based, annual contract paid monthly) and the type work whether generally indigent defense or specific like counsel at first appearance. Please * highlight rates or attorney line requests that are a change from your FY20 approved contract and contract rates.

The increase for contract attorneys is due in large part to the fact that prior to the Public Defender Office assuming responsibilities to appoint counsel, the Circuit and District Courts oversaw the appointment process with no deadline for attorney's to submit unpaid invoices. In the past several years, there have been tens of thousands of dollars paid to contract attorneys who submitted bills months and even years after the fact. After consultation with our Regional Manager, it was decided that it would be prudent to incorporate a request for additional monies for contract attorney's to cover payment on such dilatory invoices. As of the date of the preparation of this budget request there are currently 96 unpaid misdemeanors assignments and 136 felony assignments with an additional approximate 80 from the Circuit Court Administrator.

The request for an additional arraignment attorney is due in large part to two factors. First is the fact that arraignments represent a substantial amount of time for staff attorneys with caseloads. From the outset, our office has done a time study specifically limited to assessing the amount of time we spend in course of arraignments. To be clear, the arraignment process includes the interview of the client and completion of the form we've created to screen the client for indigency. Thereafter, we have to conduct the hearing and then transmit the documents to our intake clerk so that the clients who meet indigency requirements are assigned counsel. We've calculated that as a general rule, each arraignment takes between 25-30 minutes.

We assign two attorneys per day to act as on call warrant attorneys. If an arraignment were to occur via video, an attorney would have to get to the jail. If simultaneously, an arraignment (s) were occurring at the courthouse our back up warrant attorney would be dispatched accordingly.

With the changes in the law mandating arraignment within 2 hours of a Defendant surrendering him/herself on a warrant we're being advised that we will likely have additional duties when persons surrender on a warrant and must be arraigned within 2 hours. Likewise the new rules regarding show cause hearings for Probation Violations is expected to create additional responsibilities for staff counsel and the addition of an arraignment attorney will assure that we have appropriate coverage for those hearings and our regular caseload.

While staff attorney's will continue to have to fill gaps and handle arraignments, the request for the additional arraignment attorney will allow staff attorneys to focus more on their caseloads, providing client centered representation while using a cost effective method of arraigning defendants.

Contracts for Experts and Investigators	Services Provided	Calculation	hours	Total	State Grant	Local Share	Other Funding	Total
Investigators - TBD	Investigation Services			32,000.00				32,000.00
Experts	Expert Services	at MIDC guideline rates		100,000.00				100,000.00

Category Summary	132,000.00	-	-	132,000.00
------------------	------------	---	---	------------

Experts and Investigators Justification - Provide explanation and justification if there are changes to the requested amounts for experts and investigators from the FY20 approved contract along with an explanation if requesting to adjust the rates

experts and investigators justification. Provide explanation and justification if there are changes to the requested amounts for experts and investigators from the FY20 approved contract along with an explanation if requesting to adjust the rates from your FY20's approved contract rates.

Kindly note that there is no request for a personnel position for investigator as it is our preference to maintain a roster of approximately 5-6 Investigators to work as independent contractors. We believe at this time that it is more cost effective.

Expert Fees are increased to reflect the premium charged to retain same. In consulting with our Regional Manager, I provided a past example of one of my Senior Staff Attorney's who advised that he would require both an Expert regarding Cellphone/Cellebrite Technology and a Toxicologist and we determined that a rough estimate for two experts to review materials and analysis from State Police Experts and testify at trial as to their findings would cost in the range of \$7000.00.

While it is understood that the Commission looks to historical data to make an assessment as to the propriety of any budget request, the issue of funds for experts and investigators bears consideration of the fact that Defenders are only now becoming conditioned to the availability of funds for those specialists. It is expected that as Public Defenders and Conflict/Roster Attorneys are enlightened as to availability and benefit of the retention of experts and investigators, the demand will increase. Moreover, if Defendant's who retain counsel can petition for expert funds and are able demonstrate a need, we will be required to provide funding for same.

As referenced in the 2021 Budget, the cost of an expert to review materials and testify can exceed several thousand dollars.

Again, as cited in the 2021 Budget Request, consultation with experts is common in Capital Cases. In 2019 there were 40 Capital Cases resolved in the 31st Circuit Court. Because of the time and expense associated with those types of cases, it has been estimated by the Circuit Court Administrator's Office that closer to 80% of those cases go to roster attorneys (and will now go to the Public Defender). Moreover, it comes as no surprise to anyone doing criminal defense work that persons suffering from mental health conditions constitute a significant percentage of cases annually. Submitting a Defendant for a Forensic Evaluation regularly results in a finding from the Center for Forensic Psychiatry that the client is competent and/or criminally responsible. The cost for an independent evaluation to contest those findings requires a minimum of \$2500.00 for a review of the relevant discovery, a meeting with the client (generally three hours) and preparation of a multi-page report. It should be noted that the sums for a independent psychiatric evaluation as set forth herein does not include testimony (which can typically result in the expert billing for several additional hours plus travel time. The benchmark should not be what has been done historically (inasmuch as Judge's would routinely deny requests for experts), but rather, whether the retention of experts will aid in the defense of a case.

An additional expense that heretofore was not accounted for was Juvenile Life Without Parole (JLWOP) Cases. This office has been contacted by Attorney's with MAACS/SADO regarding one of those cases and it's been estimated that the cost of experts in the matter will exceed \$20,000.00. A recent meeting with Appellate Counsel suggests that the requests are reasonable. We recently received a request from appellate counsel on a Motion to Withdraw Plea. In that matter, appellate counsel submitted a request for monies to retain an investigator. Using 2019 SCAO data, it would appear that there were only seven appeals out of the 31st Circuit. We believe that the expert/investigator sums requested in the 2022 budget would be sufficient for those professionals should the need arise.

The requests as set forth above do not take into consider the countless non-capital cases where an expert would be required to provide a meaningful defense. We are finding that our District Court Staff Attorneys are beginning to rely on requests to retain an investigator to interview victims of domestic violence cases where they report that the police misstated vital matters in the incident report. We have several cases involving driving cases causing death and staff attorneys have been required to retain accident investigators.

The sums allocated for experts to the 2021 Budget would be made available to roster attorney's as well. We inquired with the Prosecuting Attorney to determine whether there are other cases that would arise in 2022 that would require significant expenditures that would impact our budget and it appears that there is one other case (People v. Michael Hills) currently pending and may well require that comparable sums be allocated to that matter.

Contracts for Construction Projects	Services Provided	Calculation	Total	State Grant	Local Share	Other Funding	Total
Category Summary			0.00	0.00	0.00	0.00	0.00
Construction Project Justification - Provide as much detail as possible for the requested construction project identifying the need for the construction project, the component costs if possible, whether an estimate or if you were provided a documented quote. Attach a separate document if needed. Please attach the quote to the submission of the application.							
Contracts Other	Services Provided	Calculation	Total	State Grant	Local Share	Other Funding	Total
Justiceworks	defenderDATA	\$25.00 x 12 x 23	6,900.00				6,900.00
Dyke Security	Alarm Monitoring	30.00 x 12	360.00				360.00
Shredding	Extreme Shreds	\$7.00 x 12	84.00				84.00
Category Summary			7,344.00	0.00	0.00	0.00	7,344.00

Contracts Other Justification - Provide justification for all other contract costs associated with the local indigent defense system with a * highlight to new request for FY21.

We continue to use defenderDATA, as our case management system.

We have contracted with Dyck Security for monitoring the automatic door locks that lead from the lobby to our office area, as well as the panic alarm that was installed at our reception desk for the safety of our Legal Clerk I.

We are use Extreme Shreds to handle our shredding needs. We've received a discounted rate, as the county has a contract with them.

Equipment	Vendor	Calculation	Total	State Grant	Local Share	Other Funding	Total
Portable Office & Furniture	Kerr Albert	9509.65 x 1	9,509.65				9,509.65
Office Infrastructure (wiring, data, phone)			1,500.00				1,500.00
Clerk Cubicle w/ Desk Chair/ Filing Cabinet	Kerr Albert	7249.06 x2	14,498.12				14,498.12
Desk Chair and Filing Cabinet for Existing Clerk Cubical			528.43				528.43
Desk Chair - \$290.14							
Filing Cabinet - \$238.29							
Desktop Computer & Licensing		730.00 x 3	2,190.00				2,190.00
Fiber Network - Internet Connection	Resa	1500.00 annually	1,500.00				1,500.00
Printer for Marine City w/toner refills	Amazon		350.00				350.00
Chrome Book & Licensing		518.66 x 2	1,037.32				1,037.32
Citrix Telephones		120.00 x 3	360.00				360.00
Shelving for Closed Files		\$300.00	300.00				300.00
Category Summary			31,773.52		0.00	0.00	31,773.52

Equipment Justification - Provide justification for new equipment requests for FY21.

We need 1 additional office (work station) to accommodate the additional attorney we are requesting. We are seeking 4 additional staff members (1 attorneys and 3 clerk), we will need computers and licensing for those new employees.

We will need 3 additional Desktop computers and licensing for the additional Legal Clerks we are requesting.

We currently have one unused cubicle, so we will need to add two additional cubicles for the additional support staff we are requesting. St. Clair County has contracted with Kerr Albert, who is part of a cooperative and provides us with contract pricing at 40% off retail prices.

We need an internet connection (RESA).

Our Attorneys need a printer for printing last minute Jury Instructions and the like during trials for the Marine City location. A laser Jet Printer uses much less toner and therefore is more economical. We have also factored in two toner refills for the year. The Prosecuting Attorney is equipped with a printer at that location.

We will be needing shelving to store our closed files. As our caseload grows, space will be at a premium in our filing cabinets.

Training/Travel	Vendor	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
Trainer Fee for 2 Local Trainers	TBD	150.00 12 hrs	1,800.00				1,800.00
Mileage Reimbursement			15,000.00				15,000.00
Mileage/Meals			5,500.00				5,500.00
Employee Dues/Subscriptions			8,130.00				8,130.00
SBM - \$315 x 15 attorneys = \$4725.00							
SADO - \$75 x 27 attorneys = \$2025.00							
NAPD - \$40 x 27 attorneys = \$1080.00							
ICLE - \$300.00 annually							
Category Summary			30,430.00	0.00	0.00	0.00	30,430.00

Training and Travel Justification - Provide travel and training justification and *highlight new or changed requests for FY21

Suggested rates for training registration would be \$30/hour; SADO membership is \$50/year; NAPD membership is \$30/year

Mileage reimbursement includes any travel for county employees outside of Port Huron, during the course of performing their job @ .58 per mile. I have attached the county policy that dictates this expense with our plan renewal.

Supplies/Services	Vendor	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
-------------------	--------	-------------	-------	-------------	-------------	-----------------------	-------

Contracted Stenographers		12,500.00	12,500.00
Witness Pay		10,000.00	10,000.00
Postage		10,000.00	10,000.00
Printing - Business cards, envelopes, Arriagnment forms		2,000.00	2,000.00
Westlaw	750.00 x 12	9,000.00	9,000.00
Repairs & Maintenance (copier maintenace, trash & elevator maintenance)		4,850.00	4,850.00
Zoom Pro	15.00 x 12	180.00	180.00
Utilities	2000.00 x 12	24,000.00	24,000.00
Rent	7000.00 x 12	84,000.00	84,000.00
Supplies		15,944.00	15,944.00
Janitorial supplies	\$200.00 x 12 = \$2400.00		
Carpet for each Attorney/Client Meeting Room	\$1780.00	Flooring Edge	
Blinds for each Attorney/Client Meeting Room	\$2980.00	Flooring Edge	
Copy paper	\$300.00 x 12 = \$3600.00		
Files	\$120.00 x 12 = \$1440.00		
Hanging files	\$60.00 x 12 = \$720.00		
Legal pads	\$47.00 x 12 = \$564.00		
Chair mats	4 x \$90.00 = \$360.00		
Basic office supplies	\$2100.00		

Category Summary	172,474.00	0.00	0.00	0.00	172,474.00
Supplies Justification - Provide justification for supplies requests and *highlight new or changed requests for FY21 . Postage is calculated as follows: It is anticipated that the Public Defender's Office will be required to carry a caseload of 1000 felonies and 3000 misdemeanors annually. It can generally be expected that there would be 1) introductory correspondence 2) 2-3 Letters minimum for Notices for Court 3) Miscellaneous Letters that memorialize plea offers etc. at 4000 cases per year at a rate in excess of .50 per mail item-multiplied by 4=\$8,000.00 minimum. It should be noted that it is not unusual in a felony case for more correspondence to the client, prosecutor, witnesses etc. Mental Health Court/Probation Violations and Miscellaneous Matters represent the remaining \$2000.00 of the request. Printing costs: We pay .085 per arraignment iuntake form for screening client for eligibility when we order 2000 at a time (\$170.00). We are averaging 1000 arraignments per quarter (\$170.00 x 2 = \$340.00 (this doesn't include any waste). Our cost per envelopes w/window is 0.13797 and w/o window is 0.1304. Our average use per year is \$551.88. Our cost for business cards is .11 per 500 = \$55.00 x 16 with myself included = \$880.00 per year. The remaining \$228.12 will be used for any ink stamps or additonal forms that need to be ordered for the office Zoom has become an imporant tool during this pandemic and as such we feel we need a yearly membership for our office. Our office is 10,000 sq feet and poorly insulated. Our current DTE bill is \$600.00 per month without being fully staffed and without any idea as to the cost to cool during warm weather months. Roughly 30% of the current staff that has been hired is in the office on a limited basis due to COVID-19. Taking into account a full staff and the need for air conditioning in the summer we project our DTE bill will increase to no less than \$1350.00 per month. Our Semco bill is currently \$250.00 per month, which will decrease in the summer but will increase to at least \$600.00 per month in our estimation in the winter months.We have not received a water bill, but after discussions with our landlord it apppears it will be roughly \$150.00 quarterly. We have leased space for our PD Office and the rent is \$7000.00 per month. We need to take steps to mitigate the echo in the three attorney/client meeting rooms that are attached to the lobby of our office. Adding carpet and blinds will help to absorb sound and decrease the likelihood that conversations will be clearly heard by anyone in the lobby.					
Budget Total	3,093,471.65	0.00	0.00	0.00	3,093,471.65

Homeland Security Advisory Council Membership

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Memo-HSAC Membership 4-20-21	4/27/2021	Cover Memo
📎	2021 Advisory Council Membership- 4-20-21	4/27/2021	Cover Memo



COUNTY OF ST. CLAIR



OFFICE OF HOMELAND SECURITY/EMERGENCY MANAGEMENT

JUSTIN WESTMILLER
Director

MEMO

To: Board of Commissioners

From: Justin Westmiller, Emergency Management Director *JW 4/20/21*

Date: April 20, 2021

Re: Homeland Security Advisory Council Membership

The following members wish to be appointed to the Homeland Security Advisory Council:

Mark White-Homeland Security-Alternate
Undersheriff Jim Spadafore-Sheriff Department-Alternate
Captain Matt Pohl-Sheriff Department-Alternate
Dr. Michael Paul-Medical Control-Hospital-Primary
Linda Lockwood-Medical Control-Hospital-Alternate
Dennis Buckmaster-Schools-Alternate
Dennis Swoffer-Information Technology-Alternate
Kevin Manns-Private Security-Alternate
Trevor Westbrook-Utility-Gas-Primary
Nick Bonstell-Utility-Gas-Alternate
Kyle Brunk-Port Huron Fire-Alternate
Asst. Chief Marcy Kuehn-Port Huron Police-Alternate
Jeff Bauer-Volunteer-Primary
Eric Holka-Volunteer-Alternate
Jorja Baldwin-County Commissioner-Alternate
Stephanie Beres-Utility-Electric-Alternate
Brent Gillette-United Way/211-Alternate
Melanie Ben-Ezra-UASI-Primary

Chemical

John Misaros
Vince Compean

Health Department

Dr. Annette Mercatante
Diane Lois

Medical Control-Hospital

Dr. Michael Paul
Linda Lockwood

Information Technology

Wendell Roy
Dennis Swoffer

Port Huron Fire

Chief Corey Nicholson
Kyle Brunk

Port Huron Police

Chief Joe Platzer
Asst. Chief Marcy Kuehn

Fire Chief's Association

Chief Tom Konik
Chief Ed Gratz

City Government

Elaine Leven
Denice Gerstenberg

Utility – Electric

Justin Morren
Dave Westrick
Stephanie Beres

Transportation – Rail

Greg Palmer

Public Works

Kirk Weston

County Admin

Kristine Morris
Karry Hepting

HSEM

Justin Westmiller
Mark White

Community Mental Health

Amy Smith
Latina Cates

Medical Control-EMS

Ken Cummings
Trish May

Private Security

Marty VanConant
Kevin Manns

Citizen

Bob Beedon-*Chairman*

Labor

Ken Harris

Volunteer

Jeff Bauer
Eric Holka

County Commissioner

Greg McConnell
Jorja Baldwin

Clergy**Transportation - Bus**

Bonnie Lentz
Brad Guilds

MSP (Non-Voting)

Lt. Tim Ketvirtis

Sheriff Department

Sheriff Mat King
Undersheriff Jim Spadafore
Captain Matt Pohl

Metropolitan Planning

Pete Klomprens
Lindsay Wallace

Schools

Terry Harrington
Dennis Buckmaster

Utility-Gas

Trevor Westbrook
Nick Bonstell

Communications-Dispatch

Tina Bricker

Criminal Justice Association

Chief Mike Koach
Chief Jim Heaslip

Township Government

Bill Deater-*Vice Chairman*
Bob Lewandowski

Hazardous Materials

Wayne Brusate
Bill Herpel

Business

Tom McCartney
Tom Meyers

United Way and 211

Mary Paquette
Brent Gillette

UASI (Non-Voting)

Melanie Ben-Ezra