



AGENDA

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

**Board of Commissioners' Room
County Administrative Office Building, 2nd Floor
200 Grand River Avenue
Port Huron, MI 48060**

May 5, 2022 at 6:00 PM

-
- 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. FY23 Michigan Mental Health Court Grant Program Application
 - B. Michigan Indigent Defense Commission (MIDC) 2023 Proposed Budget
 - C. Contract Approval Request - Congress Collection
 - D. Contract Approval Request - Kiesler Police Supply
 - E. Sheriff Contract for Police Services with Port Huron Area School District
 - F. Contract Approval Request - Harris Recording Solutions
 - 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.

FY23 Michigan Mental Health Court Grant Program Application

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	BOC- FY23 MMHCGP memo	4/19/2022	Cover Memo
📎	FY23 MMHCGP application and requested budget	4/19/2022	Exhibit

MEMORANDUM

TO: ST. CLAIR COUNTY BOARD OF COMMISSIONERS

FROM: REBECCA SHAFRAN, MHC COORDINATOR

SUBJECT: FY2023 MMHCGP APPLICATION AND REQUESTED BUDGET

DATE: APRIL 19, 2022

CC: HON. JOHN D. TOMLINSON

With your permission, I would request to place the FY2023 MMHCGP Application and Requested Budget on the agenda for May 5, 2022 Standing Committee Meeting for review and approval.

Funding for FY2023 will remain the same as the previous year in that it will be administered by the State Court Administrative Office. In addition, the Mental Health Court plans to continue its contract for treatment and services with St. Clair County Community Mental Health Authority.

The grant award will be used for personnel, drug and alcohol testing, mental health services, and transportation. The proposed budget for FY2023 has increased based on an expected rise in participants, drug testing, and mental health service costs. This year we have requested a grant award in the amount of \$420,210.00.

Rebecca Shafran
MHC Coordinator

Attachments: FY2023 MMHCGP certification application and requested budget



Submitted Applications

List of all current submitted applications

Application Preview Alert History Map

Application Details

? Ask a Question

✎ Edit Application

✕ Withdraw

28650 - FY2023 MMHCGP

Application Details

Funding Opportunity:

28484-Fiscal Year 2023 Michigan Mental Health Court Grant Program (MMHCGP) Operational and Planning Programs

Funding Opportunity Due Date: May 31, 2022 11:59 PM

Program Area: Michigan Mental Health Court Grant Program (MMHCGP)

Status: Editing

Stage: Final Application

Initial Submit Date:

Initially Submitted By:

Last Submit Date:

Last Submitted By:

Contact Information

Primary Contact Information

Name: Ms. Rebecca Middle Name Shafran
Salutation First Name Last Name

Title: Mental Health Court Coordinator

Email*: rshafran@stclaircounty.org

Address*: 201 McMorran Blvd.



<%/if(allowedAccess(context, "UtilitiesAccess")) {%> <%/if}%>
Room 2800

Port Huron Michigan48060

CityState/ProvincePostal Code/Zip

Phone*:

(810) 985-2184 2184

PhoneExt.

#####

Fax:

(810) 985-2179

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To access the WebGrants Access form click [here](#).

WebGrants Authorization Approval Form:

Organization Information

Name*:

72nd District Court-St. Clair County (D72)

Organization Type*:

State Court Administrative Office

Tax Id:

Organization Website:

Address*:

201 McMorran Blvd.

Port Huron Michigan48060

CityState/ProvincePostal Code/Zip

Phone*:

(810) 985-2072 Ext.

#####

Fax:

#####

FY 23 Application

Program Information

Select your court*:

D72 St. Clair

County*:

St. Clair

Please pick your program type*:

Adult Mental Health Court

Federal Tax ID *:

38-6006420

What is the program's most recent LAO number.

LAO#*:

2009-01

Is this a regional program? *:

No

Chief Judge *:







Hon. [John D. Tomlinson](#)

Program Judge 1 Name*:

Hon. [John D. Tomlinson](#)

Program Judge 1 Name : Hon. John D. Tomlinson

Number of years as a program judge.*: >2 years

Program Judge 1 Email Address*: jtomlinson@stclaircounty.org

Program Judge 2 Name:

Number of years as a program judge.:

Program Judge 2 Email Address:

Program Judge 3 Name:

Number of years as a program judge.:

Program Judge 3 Email Address:

Program Judge 4 Name:

Program Judge 4 Email Address:

Number of years as a program judge.:

Court Administrator*: Michael McMillan

Financial Officer*: Dena Alderdyce

Project Director*: Rebecca Shafran

Project Director E-mail Address*: rshafran@stclaircounty.org

Project Director Phone Number*: 810-985-2184 2184
Ext.

DCCMIS Administrator Name*: Rebecca Shafran

DCCMIS Administrator E-mail Address*: rshafran@stclaircounty.org

DCCMIS Administrator Phone Number*: 810-985-2184 2184
Ext.

Authorizing Official (individual who will sign the grant contract) Name*: Jeffrey Bohm

Authorizing Official E-mail Address*: jbohm@stclaircounty.org

Authorizing Official Phone Number*: 810-989-6900 6324
Ext.

Authorizing Official Title *: Chairman of the Board of Commissioners

SIGMA Vendor ID #*:

CV0048270

This number begins with CV, followed by 7 digits. Review the following Access (context: "Utilities Access")) (%> <%/1)%> please contact PSC@courts.mi.gov.

Program Operations

Is the program applying for planning or operational funds? *: Operational Application

How many years has the program been operational? : 13

When does your program plan to begin accepting participants? :

What is the program's capacity? : 90

What is the current number of active participants? : 98

Does the program accept transfers? : Yes

Provide a description of your program as it relates to project goals and funding needs:

As the COVID case rates slowly decline in our county, we have seen an increased need for the Mental Health Court program. We have increased our court participation more than triple since becoming operational in 2010 (30 to 90). It is still our goal to provide services and opportunities to a wide range of participants, assist all that meet our mental health criteria, and find more alternatives to incarceration that result in reduced recidivism.

We will be requesting \$433,239 for the FY2023 MMHCGP. It is \$51,646 more than we were awarded in FY2022. The increased fund requests are based on yearly personnel/fringe increases, an expected rise in participants, drug testing, housing shortages, and mental health service costs. Our court has used 100% of the grant awards in the past three fiscal years, along with the county providing extra funds.

Fiscal Year	Amount Requested	Amount Awarded	Amount Used	Amount Over	Open Participants
FY2019	\$290,500	\$290,500	100%	\$14,667.56	127
FY2020	\$394,043	\$337,661	100%	\$2,302.20	120
FY2021	\$404,989	\$337,661	100%	\$16,418.90	155
FY2022 (1st half)	\$385,802	\$381,593	\$180,100.83 (47%)		138

Currently our county is struggling with meeting the housing needs of our participants. One local homeless shelter has closed due to the agency's organizers personal health concerns and staff shortages. This leaves little option other than defendants to remain incarcerated or be placed at transitional housing. Transitional housing (Huron House) will be added to our budget to help ease this issue.

Did your program receive SCAO-administered grant funds in the current fiscal year?: Yes

Please select all of the grant programs which funded this

program in the current fiscal year.:

MMHCGP

? <%/if(allowedAccess(context, "UtilitiesAccess")) {%> <%/!}%>

What was the total amount of SCAO-administered grant funds the program was awarded in the current fiscal year?:

\$381,593.00

Will the program likely expend all of its grant award during the current fiscal year? :

Yes

What are the reasons that the program will likely not spend the entire grant award during the current fiscal year? :

Have any of the service(s) and/or good(s) rates increased from the current fiscal year?

Yes

(e.g. coordinator pay increased from \$23/hr to \$24.50/hr, drug tests increased from \$12 to \$15)

:

List the service(s) and/or good(s), the current fiscal year rate, and the new rate.:

Personnel & Fringe benefits:

R. Shafran (Coordinator) - FY22 \$27.60-\$28.60 (\$56,204) / FY23 \$29.00-\$31.00 (\$57,715)

M. Troy (PO) - FY22 \$31.00-\$32.00 (\$61,535) / FY23 \$31.50-\$33.50 (\$63,234)

C. Clark (PO) - FY22 \$29.50-\$31.50 (\$59,167) / FY23 \$31.50-\$33.50 (\$63,233)

A. Balinski (Clerk) - FY22 \$18.50-\$19.50 (\$9,856) / FY23 \$19.50-21.50 (\$10,850)

Testing Facilities:

Blue Water Drp- Urinalysis testing \$15 to \$16 *estimated by testing facility

Huron House- Oral Swab \$30 to \$35/\$40 *estimated by testing facility

Aside from increases covered above, are you requesting more grant funds in this application than the program was awarded during the current fiscal year?:

Yes

Please explain why more funds are being requested.

(e.g. program expansion, increase in services, or operational adjustments)

:

-Additional request for funds for Huron House housing this year; due to area men's homeless shelter being closed (BWARF).

There is an increase in the amount of defendants referred in the area that could benefit from MHC services

- There is an increase in the amount of defendants referred in the area that could benefit from MHC services.
- An increase in defendants accepted equals an increase in drug testing costs and treatment costs.

For the upcoming/next fiscal year, No
will the program receive funding
from another source (non SCAO-
funding, such as local or federal
funding), or has the program
applied for funding from another
source?*:

- Please provide the following information
- 1.) Have you received notification of award?
 - 2.) What is the funding source?
 - 3.) What is the maximum amount per year?
 - 4.) When will the funds expire?
 - 5.) Are these funds restricted? If yes, please explain.

State Funded Budget

Personnel

Name	Position	Rates	Request	Other	Local Cash	Local In-	Total
				Grant Or Funding Source		Kind Contribution	
Hon. John D. Tomlinson	MHC Judge	487 hours X \$71.75 per hour	\$0.00	\$0.00	\$0.00	\$34,942.00	\$34,942.00
Christine Ruemenapp	Court Reporter	260 hours X \$32.49 per hour	\$0.00	\$0.00	\$0.00	\$8,447.00	\$8,447.00
Rebecca Shafran / Matthew Troy / Cory Clark / Aubrey Balinski	Coordinator / Probation Officers / Probation Clerical	See Narrative Justification	\$195,033.00	\$0.00	\$0.00	\$27,100.00	\$222,133.00
			\$195,033.00	\$0.00	\$0.00	\$70,489.00	\$265,522.00

Personnel

Describe the personnel costs (i.e., wages) associated with the proposed project.

Personnel

Staff is being charged to the grant in order to maintain operations of the program. While the county can support some of the personnel costs, they cannot assume all personnel costs. Without grant funds, downsizing would occur in both personnel and in the program operations.

Rebecca Shafran: MHC Coordinator, FTE (37.5 hours per week), 100% time spent on grant. Hourly rate is \$29.00 - \$31.00 (Ranges include estimated rate increases employee may be eligible for during the grant year).
Also: \$57.70 per pay insurance out out Total: \$57,715.00

Matthew Troy: MHC Probation Officer, FTE (37.5 hours per week), 100% time spent on grant. Hourly rate is **\$31.50- \$33.50** (Ranges include estimated rate increases employee may be eligible for during the grant year). Total: \$63,234.00

Cory Clark: MHC Probation Officer, FTE (37.5 hours per week), 100% time spent on grant. Hourly rate is **\$31.50 - \$33.50** (Ranges include estimated rate increases employee may be eligible for during the grant year). Total: \$63,233.00

Aubrey Balinski: 72nd District Court Probation Clerical, PTE (28 hours per week), 10 hours per week spent working on grant, 18 hours per week spent on district court probation related activities and duties. Hourly rate is **\$19.50 - \$21.50** (Ranges include estimated rate increases employee may be eligible for during the grant year). Total: \$10,850.00

Fringe Benefits

Types of Fringe Benefits to be Claimed	Request	Other Grant Or Funding Source	Local Cash Contributions	In-Kind Contributions	Total
Soc. Sec / Retirement / Unemployment / Worker's Comp / Life & Health Insurance / Disability	\$74,031.00	\$0.00	\$0.00	\$2,257.00	\$76,288.00
	\$74,031.00	\$0.00	\$0.00	\$2,257.00	\$76,288.00

Fringe Benefits

Describe in detail each fringe benefit amount. If you are requesting funds in the "Other" category, include a detailed description of those expenses.

Fringe

Fringe is being charged to the grant in order to cover costs that the county is not able to fully assume.

Employer FICA (Soc Sec & Medicare) - Total request \$14,920

Rebecca- \$4415/ Matthew- \$4837/ Cory- \$4837/Aubrey- \$830

Retirement - Total request \$31,021

Rebecca- \$4617/ Matthew- \$21,345/ Cory- \$5059

Unemployment - Total request \$156

Rebecca- \$46 / Matthew- \$51 / Cory- \$51/ Aubrey- \$9

Worker's Comp - Total request \$1170

Rebecca- \$346 / Matthew- \$379 / Cory- \$379/ Aubrey- \$65

Life Insurance - Total request \$180

Rebecca- \$60 / Matthew- \$60 / Cory- \$60

Health Insurance- Total request \$24,742

Matthew- \$7061 / Cory- \$17,681

Disability- Total request \$1842

Rebecca- \$577 / Matthew- \$632 / Cory- \$632

Contractual

Service to be Provided	Contractor(s)	Rates	Request	Other Grant or Funding Sources	Local Cash Contribution	Local In-Kind Contribution	Total	Subrecipient/Contractor
Drug Testing Facilities	BW Drp / Huron House / MCPD / Capac PD/ Class A Training / House Arrest Services / Metro Testing	See Narrative Justification	\$75,000.00	\$0.00	\$0.00	\$0.00	\$75,000.00	Contractor
Housing	Local Hotel/Motel / Vision Quest Recovery/Huron House	See Narrative Justification	\$12,825.00	\$0.00	\$0.00	\$0.00	\$12,825.00	Contractor
Prosecuting Attorney	St. Clair County Prosecuting Attorney's Office	See Narrative Justification	\$5,500.00	\$0.00	\$0.00	\$0.00	\$5,500.00	Subrecipient
Mental Health Services	St. Clair County Community Mental Health Authority	See Narrative Justification	\$61,300.00	\$0.00	\$0.00	\$184,813.00	\$246,113.00	Subrecipient
			\$154,625.00	\$0.00	\$0.00	\$184,813.00		

Contractual

Describe the contractual costs associated with the proposed project.

Drug testing Facilities

Metro Testing Services, Class A/TAP, Capac PD, Marine City PD, Huron House, and Blue Water DRP at a cost of up to \$40/test. Total request \$75,000.00

Housing:

Local Hotel/Motel: Emergency housing at a cost of up to \$250.00

Vision Quest Recovery: Non-refundable deposit @ \$25.00 per participant (one-time); Housing at a cost of up to \$19 per day per participant

Huron House: Housing at a cost of up to \$50.00 per day per participant. Total request- \$12,825.00

Prosecuting Attorney:

St. Clair County Prosecuting Attorney: Services (MHC meetings, MHC Plea/Violation hearings, and Review reports) not to exceed \$50.25 per hour. Total request \$5,500.00

Mental Health Services:

St. Clair County Community Mental Health Authority

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Total request \$61,300.00

G.E.A.R.S. LS/CMI uses 150 @ \$10.75 |

G.E.A.R.S. one-year license renewal (Oct 22- Sept 23); (\$575/365=\$1.575 per day)

1st quarter- 92 days X \$1.575 per day= \$144.90

2nd quarter- 90 days X \$1.575 per day= \$141.75

3rd quarter- 91 days X \$1.575 per day= \$143.33

4th quarter- 92 days X \$1.575 per day= \$144.90

Total request \$2,200.00

Travel and Training

Type of Travel or Training	Rates	Request	Other Grant or Funding Sources	Local Cash Contribution	Local In-Kind Contribution	Total
Bus Tickets	Regular fare .80 ticket / Reduced fare .40 ticket	\$5,250.00	\$0.00	\$0.00	\$0.00	\$5,250.00
		\$5,250.00	\$0.00	\$0.00	\$0.00	

Travel and Training

Describe the travel and training costs associated with the proposed project.

Bus Tickets:

Blue Water Area Transit: Full Fare bus tickets @ \$0.80 per ticket/Reduced Fare bus tickets @ \$0.40 per ticket. Total request \$5,250

Total Budget

Budget Category	Request	Other Grant or Funding Sources	Local Cash Contributions	In-Kind Contributions	Total Cost
Total	\$433,239.00	\$0.00	\$0.00	\$257,559.00	\$690,798.00



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Michigan Indigent Defense Commission (MIDC) 2023 Proposed Budget

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Michigan Indigent Defense Commission (MIDC) 2023 Proposed Budget	4/19/2022	Cover Memo
📎	MIDC-FY23-Budget	4/19/2022	Cover Memo

MEMORANDUM

TO: BOARD OF COMMISSIONERS
FROM: OFFICE OF THE PUBLIC DEFENDER
DATE: APRIL 15, 2022
SUBJECT: MIDC 2023 BUDGET

The calendar year for the the Michigan Defense Indigent Commission (MIDC) runs from October 1, 2022 through September 30, 2023. We are required to submit our proposed budget for the upcoming year by April 26, 2022 to the MIDC.

The attached proposed budget reflects a few changes from the prior year's budget. The important changes will be detailed below.

PERSONNEL

In terms of personnel, there are no changes from the prior year's budget for attorneys or support staff. The Public Defender's Office is fully staffed with attorneys. We have open spots on the clerical staff that we are still working on filling with qualified candidates.

We are requesting a part-time law clerk position for the summer months to assist the attorneys with research and other matters. This spot will be beneficial in the future for the vetting and recruitment of new attorneys.

CONTRACTS

As it relates to contracts, the budget reflects an increase in the hourly rate paid to conflict attorneys.

The MIDC has drafted a number of standards relating to providing quality legal representation to indigent citizens. Standard 8 relates to attorney compensation. This standard recognizes that assigned counsel should receive reasonable compensation. Standard 8 suggests that "attorney hourly rates shall be at least \$100 per hour for misdemeanors, \$110 per hour for non-life offense felonies, and \$120 per hour for life offense felonies."

The current rate paid is \$70 per hour for work done by conflict attorneys. We've had difficulty maintaining a roster of attorneys who are willing to do conflict work at this rate. The proposed budget reflects an increase to \$100 per hour for work on misdemeanor cases, and \$110 per hour for work on felony cases. These new rates are consistent with the rates suggested by the MIDC Standard 8 which is expected to be adopted soon. Once adopted, we will be required to comply

with said standard. This will certainly assist in maintaining a roster of capable attorneys to provide legal representation to our indigent clients.

One other change in the proposed budget relates to the Arraignment Attorney positions. As part of our current budget, we have positions for 3 attorneys to do part-time arraignment work. Two of those positions are currently filled. As of October 1, 2022, we will take on the additional duty of representing indigent citizens who are involved in Personal Protection Order (PPO) violation hearings. Because these citizens are facing jail time if they violate a PPO, they also require competent representation. We are proposing modifying our third contract Arraignment Attorney position to cover the PPO violation hearings in addition to arraignments if necessary. The hourly rate for this third PPO/Arraignment position would be slightly higher at just over \$51 per hour.

SUPPLIES/SERVICES

The only other change of note relates to our request to have docking stations installed on defense counsel tables in each of the three district and circuit courtrooms. Because the Chromebook laptop computers we have are cloud based, they have no internal storage capability. As such, we must have an internet connection for these laptops to work properly.

The docking stations (which are currently installed on the prosecutor's counsel tables) will allow our attorneys to directly connect to the internet without relying on the cloud to access reports, videos, photographs and other media from their laptop during court hearings. The approximate cost of \$1000.00 will be significantly lower than would be the cost of ordering laptop computers with internal storage.

Indigent Defense System Cost Analysis

Grant Year October 1, 2022 - September 2023

Funding Unit Name(s)

St. Clair County

DATE SUBMITTED: 4/1/2022

Personnel	Position	Calculation and rate	hours	Total	State Grant	Local Share	Other Funding Sources	Total
Michael Boucher	Public Defender	Full time / 37.5 hrs		138,893.00				138,893.00
Frederick Lepley	Chief Asst Public Defender	Full time / 37.5 hrs		123,475.00				123,475.00
Brian Thomas	Senior Public Defender	Full time / 37.5 hrs		105,547.00				105,547.00
Joseph Kanan	Senior Public Defender	Full time / 37.5 hrs		105,547.00				105,547.00
Patrick Politano	Senior Public Defender	Full time / 37.5 hrs		105,547.00				105,547.00
Donald Sheldon	Senior Public Defender	Full time / 37.5 hrs		105,547.00				105,547.00
Richard Schaaf	Senior Public Defender	Full time / 37.5 hrs		97,583.00				97,583.00
David Kelley	Senior Public Defender	Full time / 37.5 hrs		97,583.00				97,583.00
Taylor Wells	Asst Public Defender	Full time / 37.5 hrs		74,155.00				74,155.00
Mariah Herfi	Asst Public Defender	Full time / 37.5 hrs		74,805.00				74,805.00
Michael Trescone	Asst Public Defender	Full time / 37.5 hrs		83,416.00				83,416.00
Meggan Delisi	Asst Public Defender	Full time / 37.5 hrs		83,416.00				83,416.00
Jennifer Rutkowski	Asst Public Defender	Full time / 37.5 hrs		80,207.00				80,207.00
Frederick Bartolomei	Asst Public Defender	Full time / 37.5 hrs		80,207.00				80,207.00
John Przeslawski	Asst Public Defender	Full time / 37.5 hrs		83,416.00				83,416.00
Sandra Shankin	Administrative Services & Compli	Full time / 37.5 hrs		58,605.00				58,605.00
Janel Salgado	Legal Clerk III	Full time / 37.5 hrs		48,169.00				48,169.00
Mary Macker	Legal Clerk III	Full time / 37.5 hrs		49,519.00				49,519.00
Gary Bowser	Legal Clerk III	Full time / 37.5 hrs		46,318.00				46,318.00
April Watson	Legal Clerk II	Full time / 37.5 hrs		42,822.00				42,822.00
Kelly Marson	Legal Clerk I	Full time / 37.5 hrs		41,175.00				41,175.00
Jason Eveningred	Custodian I	Part time / 28 hrs		21,607.00				21,607.00
TBD	Clerk I	Full time / 37.5 hrs		40,171.00				40,171.00
TBD	Law Clerk/Casual Temp	Part time / 28 hrs		5,600.00				5,600.00
TBD	Legal Clerk II	Full time / 37.5 hrs		40,171.00				40,171.00
Category Summary				1,833,501.00	0.00	0.00	0.00	1,833,501.00

Personnel Jusification - List all positions to be funded by the grant budget (state grant/local share). Please * highlight all positions that are new personnel requests for FY2021 and provide justification for need.

Note that there is no request for additional staff aside from the Legal Clerk II position as the office is currently fully staffed based on caseload data. The Legal Clerk II will perform research and writing assignments, assist in trial preparation including preparing appropriate jury instructions and perform other assignments as requested by staff counsel.

Two clerk positions remains unfilled as the office has not been able to secure the applications of qualified applicants. The position will continue to be posted until filled.

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

This budget reflects a second step raise for our part time custodian.

Fringe Benefits	Percentage	Amount	State Grant	Local Share	Sources	Total
Employer FICA	0.62%	113,677.00				113,677.00
Retirement	8.00%	141,337.00				141,337.00

Employer Medicare	1.45%	26,586.00				26,586.00
Hospital Insurance	Varies per FT employee	231,953.00				231,953.00
Dental Insurance		0.00				0.00
Vision Insurance		0.00				0.00
Unemployment Insurance	0.08%	1,467.00				1,467.00
Workers Compensation	0.60%	11,001.00				11,001.00
Life Insurance		1,380.00				1,380.00
Other - Disability	1.00%	18,063.00				18,063.00

Category Summary	11.13%	545,464.00	0.00	0.00	0.00	545,464.00
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Fringe Benefits Justification

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

An increase of 5% has been calculated for insurance costs. Health Insurance costs are \$17,837 for Full Family, \$14,284 for 2 person and \$7,133 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 2023 we stayed with \$60. This is the rate charged to every employee/department

Contractual

Contracts for Attorneys	Services Provided	Calculation and rate	hours	Total	State Grant	Local Share	Other Funding Sources	Total
Conflict Attorneys - Misdemeanor		100.00 per hr x2100		210,000.00				210,000.00
Conflict Attorneys - Felony		110.00 per hr x 2728		300,080.00				300,080.00
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 /PPO Attorney		15 hrs wkly @ 51.29		40,000.00				40,000.00

Category Summary		600,080.00		0.00	0.00	0.00	600,080.00
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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.

There is little change to Contractual positions. The 2022 Budget requested 3 contract attorneys. Two of those positions have been filled. The Office will begin to handle Personal Protection Order (PPO) Hearings and we propose a modification to the third (unfilled) position.

That attorney would contract to provide arraignment services and handle contested PPO hearings Based on information obtained from the 31st Circuit Court Administrators Office. It is anticipated that there are approximately 20-30 contested hearings annually based on historical data.

Presuming 30 PPO Contested Matters requiring 5 hours of work @ 100.00 per hour would constitute an additional \$15,000.00 of compensation added to the \$25,000.00 for arraignment assignments, for a total of \$40,000.

Contracts for Experts and Investigators	Services Provided	Calculation and rate	hours	Total	State Grant	Local Share	Other Funding Sources	Total
Investigators - TBD	Investigation Services*			32,000.00				32,000.00

Experts	Expert Services	at MIDC guideline rates	80,000.00	80,000.00
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Category Summary	112,000.00	0.00	0.00	0.00	112,000.00
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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.

*We primarily use one contract investigator, though staff has used several others where a conflict so requires.

We propose a 20% reduction in expert fees. The figures requested in 2022 were in anticipation of significant expert/mitigation fees in two pending Juvenile Life Without Parole cases. (People v. J. Porter-People v Hills) thus far we've only been billed a fraction of the anticipated costs in Porter. We are noting an increase in request/demands for experts in general though we expect that the sums requested for the upcoming fiscal year should be sufficient to meet our needs.

Contracts for Construction Projects	Services Provided	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
-------------------------------------	-------------------	-------------	-------	-------------	-------------	-----------------------	-------

Category Summary	0.00	0.00	0.00	0.00	0.00
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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	Calulation	Total	State Grant	Local Share	Other Funding Sources	Total
Justiceworks	defenderDATA	25.00 x 12 x 23	6900.00				6900
Dyke Security	Alarm Monitoring	31.25 x 12	375.00				375
Shredding	Extreme Shreds	7.00 x 12	84.00				84
Fiber Network	Community Education Network	1500.00 annually	1500.00				1500
ICLE - Jury Instructions		\$300.00 annually	300.00				300
Rent		7000.00 x 12	84000.00				84000
Utilities		2200.00 x 12	26400.00				26400
Westlaw		830.00 x 12	9960.00				9960
Repairs & Maintenance (copier maintenance, trash & elevator maintenance)			7,661.52				7,661.52

Category Summary	137,180.52	0.00	0.00	0.00	137,180.52
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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 managment 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.

We need an internet connection. Community Education Network (RESA) is our county's provider.

Equipment	Vendor	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
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Category Summary			0.00	0.00	0.00	0.00	0.00
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Equipment Justification - Provide justification for new equipment requests for FY21.

Training/Travel	Vendor	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
-----------------	--------	-------------	-------	-------------	-------------	-----------------------	-------

Mileage Reimbursement			15,000.00				15,000.00
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Lodging/Meals			5,500.00				5,500.00
---------------	--	--	----------	--	--	--	----------

Employee Dues/Subscriptions			7,600.00				7,600.00
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SBM - \$315 x 15 attorneys = \$4725.00

SADO - \$75 x 25 attorneys = \$1875.00

NAPD - \$40 x 25 attorneys = \$1000.00

Category Summary			28,100.00	0.00	0.00	0.00	28,100.00
------------------	--	--	-----------	------	------	------	-----------

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.

We have partnered with Macomb County for CLE and will be entitled to unlimited CDAM Training with the exception of Trial College.

Supplies/Services	Vendor	Calculation	Total	State Grant	Local Share	Other Funding Sources	Total
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Contracted Stenographers			12,500.00				12,500.00
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Witness Pay			5,000.00				5,000.00
-------------	--	--	----------	--	--	--	----------

Postage			7,000.00				7,000.00
---------	--	--	----------	--	--	--	----------

Printing - Business cards, envelopes, Arriagnment forms			3,000.00				3,000.00
---	--	--	----------	--	--	--	----------

Antivirus		15.15 x 38	575.70				575.70
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Phone Licenses		127.68 x 23	2,936.64				2,936.64
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Microsoft Office		200 X 23	4,600.00				4,600.00
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Dell WD15 Docking Stations	160.00 x 6	960.00	960.00
Supplies			
Janitorial supplies	\$225.00 x 12 = \$2700.00	11,320.00	11,320.00
Copy paper	\$300.00 x 12 = \$3600.00		
Files	\$100.00 x 12 = \$1200.00		
Hanging files	\$60.00 x 12 = \$720.00		
Basic office supplies	\$3,100.00		

Category Summary	47,892.34	0.00	0.00	0.00	47,892.34
Supplies Justification - Provide justification for supplies requests and *highlight new or changed requests for FY21. We propose reducing our postage budget by \$3000.00. We also reduced our witness pay by \$5000.00. We have increased our printing costs by \$1000.00 due to inflation (increases fuel costs ect) printing costs are expected to rise. Rent is \$7000.00 per month. The request for antivirus costs is for both desktop computers and the chromebooks that staff counsel uses in Court, at the jail and for remote work. Microsoft Office is \$200.00 per user. Since the inception of the PD Office, the County Information Technology (IT) Office has delayed invoicing/billing for services/system-essentially carrying those costs. IT Department is now invoicing us immediately rather than carrying our expenses. We've seen an increase in invoices submitted from court stenographers. We have cloud based Chrome Books with no internal memory. The Dell docking stations are in use by the prosecutor at every table in all 6 courtrooms in which we practice. These docking stations directly connect to the internet without relying on the cloud to access videos, photographs and other media. They will allow easier access to HDMI capabilities for use of monitors in each courtroom. They're a more cost effective solution than replacing our Chrome Books with Dell laptops.					
Budget Total	3,304,217.86	0.00	0.00	0.00	3,304,217.86

Attorneys Accepting Assignments

Name of Attorney

P#

If known, please include title, type of office, and years of practicing
criminal defense in Michigan

Contract Approval Request - Congress Collection

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Congress Collection	4/28/2022	Cover Memo
📎	Contract Approval Request - Congress Collection	4/25/2022	Cover Memo
📎	Congress Collection Agmt	4/25/2022	Cover Memo



St. Clair County Sheriff's Office
Administration
1170 Michigan Road
Port Huron, MI 48060

810.987.1737 ofc
810.985.3214 fax

Memorandum

Date: April 25, 2022
To: Board of Commissioners
From: Undersheriff Jim Spadafore/Tracy DeCaussin, Jail Administrator
REF: Agreement for debt collection services for inmate billing

Congress Collection is a debt collection service that will assist in recouping funds owed to the jail for inmate medical and housing that inmates incurred while in custody.

Inmate Billing Clerk will initiate the billing process. After all in-house billing collections have been exhausted the Inmate Billing Clerk will determine which accounts will be turned over to Congress Collection. They will then pursue outstanding debt on behalf of the County of St. Clair. Congress Collection will receive a percentage of the debt recovered from accounts forwarded to them.



COUNTY OF ST. CLAIR

Administrator/Controllers Office



ADMINISTRATIVE REVIEW

☒ NEW CONTRACT ☐ RENEWAL ☐ GRANT AGREEMENT ☒ REVENUE GENERATING

☒ BOC POLICY COMPLIANCE
☒ REVIEWED BY CORP COUNSEL
☒ ADMINISTRATION REVIEW
☒ FINANCE REVIEW

VENDOR: Congress Collection

VALUE: N/A

TERM: Month to Month, with 60 day cancellation

DESCRIPTION: Agreement for debt collection services for inmate billings

DEPARTMENT(S): SCC Jail

COMMENTS: Attached is a new contract with Congress Collection for debt collection services at the St. Clair County Jail. This company will help the Jail recoup some of the funds owed for inmate medical and housing that were incurred while the inmates were under our custody. The jail has one staff person in charge of all inmate billing and will oversee the collections under this contract. The Jail will receive a percentage of the debt that is collected by Congress Collection.



DEBT COLLECTION SERVICE AGREEMENT

THIS AGREEMENT (the “Agreement”) by and **St. Clair County** (“CLIENT”) and Congress Collection, with offices at 28552 Orchard Lake Rd. Ste.#200, Farmington Hills, MI 48334 (“AGENCY”), (sometimes referred to collectively as the “Parties” or individually as a “Party”) is made as of this **19th** day of **April, 2022**.

BACKGROUND AND RECITALS

WHEREAS, Congress Collection is in the business of providing third-party debt collection services; and

WHEREAS, CLIENT is owed money (“the Debt”) for the supply of goods or services to certain persons (“the Debtor”) and has provided complete & accurate information, to the best of its knowledge, regarding the Debt and the Debtor to CONGRESS COLLECTION, for which CLIENT authorizes AGENCY’s use in an attempt to collect the Debt; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants, and conditions herein contained, the parties do hereby covenant and agree as follows:

1. SERVICES TO BE PROVIDED

- 1.1 CONGRESS COLLECTION shall make written, telephonic and/or personal demands for payment in attempt to recover the Debt.
- 1.2 CONGRESS COLLECTION is hereby authorized by CLIENT to report the Debts to Credit Reporting Agencies.
- 1.3 Litigation Services.
 - 1.3.1 CONGRESS COLLECTION is hereby authorized by CLIENT to forward any account to an attorney that may act on CLIENT’s behalf.
 - 1.3.2 CONGRESS COLLECTION, or its agent(s), shall not initiate litigation without prior written authorization of CLIENT.
 - 1.3.3 CONGRESS COLLECTION shall advance filing fees, constable fees, garnishment fees, execution costs, payment transaction fees and surcharges, costs of discovery subpoenas and reasonable attorney fees on all accounts in which CONGRESS COLLECTION recommends litigation. Advanced costs will be reimbursed to CONGRESS COLLECTION out of debtor payments prior to the calculation of the contingency fee under this Agreement and

remittance of the net to the client. All court costs will be added to the Debtor's outstanding account balance where authorized by contract or otherwise allowed by law.

- 1.3.4 CLIENT and attorney may communicate directly at any time, but such communication is not required.

2. COMPENSATION FOR SERVICES

2.1 CONGRESS COLLECTION shall be entitled to a **35%** fee based on total Debt collected and contingent upon successful collection, on all accounts placed by CLIENT with CONGRESS COLLECTION, with a current address.

2.2 CONGRESS COLLECTION shall be entitled to a **50%** fee based on total Debt collected and contingent upon successful collection, on all accounts placed by CLIENT with CONGRESS COLLECTION that are second placements, require skip tracing, and/or litigation.

2.2.1 Skip tracing is defined as any tactic CONGRESS COLLECTION utilizes to locate a person's whereabouts including, but not limited to, identifying an accurate address, phone number, and/or place of employment for which such information was not originally provided by CLIENT.

2.2.2 Second placements is defined as any account handled by a prior collection agency or attorney.

3. TERM, TERMINATION AND RENEWAL

3.1 Initial Term. The initial term of this Agreement shall commence on the date first written above (the "Effective Date") and, subject to the termination and renewal provisions provided below, expire on the first (1st) anniversary of the Effective Date.

3.2 Termination. Either party may terminate this Agreement during the initial term with written notice of intent to terminate Agreement at least sixty (60) days prior to any monthly expiration date. Such termination shall not affect CONGRESS COLLECTION's rights with regard to their contingency fees on payments received by CONGRESS COLLECTION or client, subsequent to the termination, for accounts placed with CONGRESS COLLECTION prior to the effective date of termination. Nor shall CONGRESS COLLECTION's discontinuance of collection efforts affect their rights with regard to their contingency fees on payments received subsequent to such discontinuance if said payments are received as a result of CONGRESS COLLECTION's efforts or their reporting of accounts to Credit Reporting Agencies.

3.3 Renewal. Upon expiration of the initial term of this Agreement, this Agreement shall automatically renew on a month-to-month basis unless either party gives written notice of intent to terminate at least sixty (60) days prior to any monthly expiration date.

4. INDEMNIFICATION AND LIABILITY

- 4.1 CONGRESS COLLECTION shall provide collection services in accordance with the most recent applicable federal, state, and local regulations, such as, but not limited to the Fair and Accurate Credit Transactions (FACT) Act of 2003, "Red Flag Rules", Reauthorized Higher Education Act, including most recent amendments, and the Family Educational Rights and Privacy Act (FERPA).
- 4.2 Mutual Indemnification. Each party shall indemnify, defend, and hold harmless the other Party, including its affiliates, owners, shareholders, members, officers, directors, managers, employees, representatives, agents, successors and assigns, against and from any and all claims, demands, causes of actions, fines, penalties, judgments, appeals, settlements, losses, liabilities, or obligations, costs or expenses whatsoever (including, without limitation, expert witness fees and reasonable attorney's fees) that arise out of or result from the party's negligence or willful misconduct.

5. MISCELLANEOUS

- 5.1 Assignment. Neither party may assign any of their respective rights, powers, duties and obligations listed in this Agreement without the prior written consent of the other party.
- 5.2 Confidential Information. During the term of this Agreement, CONGRESS COLLECTION may have access to confidential information. All information and data related to CLIENT and obtained by CONGRESS COLLECTION pursuant to its performance of this Agreement will be treated as confidential by CONGRESS COLLECTION and will not, unless otherwise required by law, be disclosed to any third party by CONGRESS COLLECTION without prior written consent of CLIENT. CONGRESS COLLECTION agrees not to use or disclose such information other than for the purposes outlined in this Agreement and to abide by CLIENT's confidentiality policies with respect to all information disclosed to CONGRESS COLLECTION in connection with this Agreement.
- 5.3 Endorsements. CONGRESS COLLECTION shall have the right to endorse for deposit and collection, in the name of and on behalf of CLIENT, checks, drafts, money orders and other negotiable instruments received on accounts placed with CONGRESS COLLECTION for collection.
- 5.4 Remittance. CONGRESS COLLECTION shall provide CLIENT by the 15th of each month, a monthly remittance statement listing all payments received during the preceding month including columns for Debtors' names, account number, amount collected, commission due CONGRESS COLLECTION and outstanding balance. A separate report may also be provided listing any accounts that have been closed, canceled and/or returned to CLIENT.
- 5.5 Reporting of Direct Payments. It is expressly understood by CLIENT that CONGRESS COLLECTION shall maintain an irrevocable vested interest in

and to all accounts tendered it for collection, and to all monies collected upon each and every account for which services have commenced, whether or not legal action has been taken, and whether monies collected upon said accounts should be collected by CONGRESS COLLECTION or by any other agent, employee or representative of CLIENT. CLIENT agrees to use its best efforts to notify CONGRESS COLLECTION immediately upon receipt of all monies directly or indirectly by CLIENT, or its agents or representatives for accounts that are listed with CONGRESS COLLECTION. CONGRESS COLLECTION shall be entitled to the fee listed in this Agreement for all such payments received.

- 5.6 Notices Received by CLIENT. Client shall notify CONGRESS COLLECTION when CLIENT receives notices or other communication that Debtor has filed for bankruptcy or that the Debtor is represented by an attorney, and if CLIENT has received a "Cease and Desist" letter from an attorney on behalf of or related to Debtor.
- 5.7 Withdrawal of Accounts. CLIENT shall give reasonable opportunity for CONGRESS COLLECTION to collect every assigned account. Any individual accounts chosen by CLIENT to withdraw shall be reviewed and approved by CONGRESS COLLECTION prior to completion of withdrawal and may be subject to a **withdrawal fee of 10% of the originally-placed or current balance**, whichever is greater. Any account in legal process or in which payment arrangements have been made between Debtor and CONGRESS COLLECTION may not be withdrawn and will continue to be subject to the fee listed in this Agreement to CONGRESS COLLECTION.
- 5.8 Settlements. CONGRESS COLLECTION shall not settle any balance due CLIENT without prior approval.
- 5.9 Independent Contractor. At all times in the performance of the services pursuant to this Agreement, CONGRESS COLLECTION and CLIENT shall be acting as independent contractors. Except as expressly set forth herein, neither party is, in any manner, authorized to make any contract, agreement, warranty, or representation on behalf of the other party, or to create any obligations, expressed or implied, on behalf of the other party. Nothing in this Agreement is intended, nor shall be construed, as creating an employer/employee, joint venture, agency, or partnership relationship between the Parties.
- 5.10 No Waiver. Any delay in enforcing a Party's rights under this Agreement or any waiver as to a particular default or other matter shall not constitute a waiver of such Party's rights to the future enforcement of its rights under this Agreement, except with respect to an express written and signed waiver relating to a particular matter for a particular period of time.
- 5.11 Severability. If any provision in this Agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting the remaining portions of this Agreement.
- 5.12 Amendment. This Agreement may not be altered, modified or amended unless specified in writing and signed by both parties.

- 5.13 Non-Exclusivity. Nothing in this Agreement shall limit the rights of either party to contract with any other facility or entity for the same or similar services.
- 5.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- 5.15 Governing Law. This Agreement shall be governed by, and construed in accordance with, the substantive laws of the State of Michigan, without reference to its conflicts of law provisions.
- 5.16 Specific Performance. The parties will be irreparably damaged in the event that this Agreement should not be specifically enforced. If any dispute arises under the terms of this Agreement, an injunction may be issued pending the determination of the controversy, without any bond or other security being required. Any such remedy shall be cumulative and shall be in addition to any other remedy that the parties may have.
- 5.17 Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto. No representations, warranties, undertakings, or promises, whether oral, implied, or otherwise, shall be binding on either party hereto and neither of the parties has relied on such prior representations, warranties, undertakings, or promises in executing this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date stated above.

St. Clair County

CONGRESS COLLECTION

By: _____

By: John Madden

Signed: _____

Signed:



Title: _____

Title: Senior Vice President
Business Development

IMPORTANT INFORMATION

"NEW CLIENT" DETAILS FOR CONGRESS COLLECTION FILE & RECORDS

Legal Address: _____

Primary Contact: _____

Email Address: _____

Telephone Number: _____

Fax Number: _____

Secondary Contact: _____

Email Address: _____

Telephone Number: _____

Different address (from above) for **REMITTANCE OF CHECKS**? Yes ☐ or No (same as above) ☐

If yes, provide address here _____

Umbrella Settlement/Discount Authority (if applicable): _____ (% of 100%)

Indicate (check one) preferred method to receive correspondence/acknowledgements?

U.S. Mail ☐ Email ☐ Fax ☐

Indicate (check one) preferred method for common questions/issues?

Email ☐ Phone ☐ Text ☐ _____

My business/organization requires **more than one** account for billing and/or statistical purposes: (check one)

One ☐ Two ☐ Three ☐ Four ☐ More ☐ (fill in) _____

Contract Appendix 2022



What is the nature of your business, industry (check all that apply)?

- ☐ Medical Indicate specialty _____
- ☐ Municipal/Government (Twp/City, Fire/Police)
- ☐ Property Management, Landlord, Rentals
- ☐ Business/Industry Type _____
- ☐ Home Healthcare
- ☐ Higher Education/College/University
- ☐ Bank/Credit Union
- ☐ Law Firm/Accounting Firm
- ☐ Insurance Subrogation
- ☐ Other, Promissory Note, Loan (describe) _____

Will you be placing any legal judgements at this time? ☐ YES ☐ NO

If yes, briefly describe the judgement _____

As you begin with Congress Collection, how many “accounts for collection” will you be initially placing (estimate)?

- ☐ one ☐ 2-5 ☐ 6-10 ☐ more _____

What is the estimated balance of your initial account(s) for collection? \$ _____

What is the estimated “Age” of the debt you are placing for collection?

- ☐ Less than 6 months old ☐ 6 months to 1 year old ☐ Older than 1 year

(Age of debt” is calculated by “last date of service” to “date entered into our collection system”)

What is your intended placement time-frame with Congress Collection?

- ☐ Monthly
- ☐ Bi-Monthly
- ☐ Quarterly
- ☐ Yearly
- ☐ Only one placement for now

Have you worked with a collection agency before? ☐ YES ☐ NO

Other items we should be aware of to assist you properly? _____

Contract Approval Request - Kiesler Police Supply

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	BOC Memo- rifles	4/25/2022	Cover Memo
📎	Contract Approval Request - Kiesler Police Supply	4/25/2022	Cover Memo
📎	RIFLE RFQ BID TAB 2022	4/25/2022	Cover Memo
📎	RFQ-SO-0422-432 FN Rifles and Accessories - Kiesler Police Supply Response (1)	4/25/2022	Cover Memo

St. Clair County Sheriff's Office
1170 Michigan Road
Port Huron, MI 48060

810.987.1712 ofc
810.985.3214 fax



Memorandum

Date: April 25th, 2022
To: Board of Commissioners
From: Undersheriff Jim Spadafore
REF: New patrol rifle purchase

We are requesting to purchase new rifles for the Sheriff's office. We currently have Colt rifles that are 30+ years old. After testing several different platforms, we have chosen the FN 15 tactical with an eotech sight and streamlight rail mount light. We have followed the purchasing policy by placing the RFQ on the MITN, with Kiesler Police Supply being the lowest at \$125,052.06. The purchase would be spread out over several different budgets within the Sheriff's Office, Commercial Motor Vehicle \$2,874.76, Secondary road \$1, 4437.38, DTF/SRT \$37,371.88, Local Forfeiture \$83,368.04. We believe the budgets will support the purchase of the new rifles.



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
☐ CONTRACT EXTENSION
☒ BOC POLICY COMPLIANCE ☐ INCREASE WITHIN CPI-U
☐ REVIEWED BY CORP COUNSEL ☐ VALUE LESS THAN THRESHOLD
-

VENDOR: Kiesler Police Supply

VALUE: \$125,052.06

TERM: One time purchase

CONTRACT TYPE: Equipment

SERVICE DESCRIPTION: Firearms for Sheriff

DEPARTMENT(S): Sheriff

COMMENTS: RFQ-SO-0422-432 was posted to MITN and a total of five companies submitted quotes; Kiesler Police Supply was the low bidder of the four responsive vendors.

CMP Distributors, Inc.

Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost	Bid Rank	Vendor Comment	Buyer Comment
1	Specified Manufacturer	FN AMERICA	FN36-100558	87	955	83085	3		
2	Specified Manufacturer	STREAMLIGHT	88058	87	99.5	8656.5	5		
3	Specified Manufacturer	EOTECH INCORPORATED	EXPS2-0	87	499	43413	4		
4	Bid			1	150	150	3		

Total : \$ 135304.5**Kiesler Police Supply**

Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost	Bid Rank	Vendor Comment	Buyer Comment
1	Specified Manufacturer	FN AMERICA	FN36-100558	87	887.7	77225.55	1		
2	Specified Manufacturer	STREAMLIGHT	88058	87	83.1	7229.7	1		
3	Specified Manufacturer	EOTECH INCORPORATED	EXPS2-0	87	466.6	40596.81	1		
4	Bid	Free Shipping	Free Shipping	1	0	0	1		

Total : \$ 125052.06**Kings Firearms**

Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost	Bid Rank	Vendor Comment	Buyer Comment
1	Specified Manufacturer	FN AMERICA	FN36-100558	87	996	86647.65	4		
2	Specified Manufacturer	STREAMLIGHT	88058	87	95.71	8326.77	4		
3	Specified Manufacturer	EOTECH INCORPORATED	EXPS2-0	87	513.8	44696.25	5		
4	Bid			1	75	75	2		

Total : \$ 139745.67**Michigan Police Equipment Co.**

Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost	Bid Rank	Vendor Comment	Buyer Comment
1	Specified Manufacturer	FN AMERICA	FN36-100558	87	900	78300	2		
2	Specified Manufacturer	STREAMLIGHT	88058	87	87.4	7603.8	3		
3	Specified Manufacturer	EOTECH INCORPORATED	EXPS2-0	87	489.8	42608.25	3		
4	Bid	No Charge		1	0	0	1		

Total : \$ 128512.05

Vance Outdoors, Inc.

Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost	Bid Rank	Vendor Comment	Buyer Comment
1	No Bid			87			N/A		
2	Specified Manufacturer	STREAMLIGHT	88058	87	84.9	7386.3	2		
3	Specified Manufacturer	EOTECH INCORPORATED	EXPS2-0	87	487	42368.13	2		
4	No Bid			1			N/A		
Total : \$ 49754.43									



Sales Quote

KIESLER POLICE SUPPLY
2802 SABLE MILL RD
JEFFERSONVILLE, IN 47130

Bill-to Customer

ST CLAIR COUNTY SHERIFF'S OFFICE
ap@stclaircounty.org
1170 MICHIGAN ROAD
PORT HURON, MI 48060

Ship-to Address

Your Reference

Bill-to Customer No. L76119

Tax Registration No.

Salesperson

BRIAN CALIFF

Email

Home Page

Phone No.

No. Q129821

Document Date April 21, 2022

Due Date May 21, 2022

Payment Terms

Payment Method

Tax Identification Type Legal Entity

Shipment Method

RFQ-SO-0422-432 FN RIFLES & ACCESSORIES

LEAD TIME IS 30-90 DAYS. LEAD TIME MAY VARY.

LT. STACY TUNICH | 810-459-0043 | STUNICH@STCLAIRCOUNTY.ORG

No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
KIESLER NOTE	RFQ-SO-0422-432 FN RIFLES & ACCESSORIES LEAD TIME IS 30-90 DAYS. LEAD TIME MAY VARY.	1	EACH	0.00	0
FN36-100558	FN15 TACTICAL CARBINE MOD 3, WITH 31US, 5.56MM, SEMI-AUTO, 16" BBL ORARM	87	EACH	887.65	77,225.55
STRE88058	STREAMLIGHT PROTAC RAIL MOUNT WITH ALKALINE & LITHIUM BATTERIES, 350 LUMENS HMCE	87	EACH	83.10	7,229.7
EOTEXPS2-0	EOTECH HOLOGRAPHIC WEAPON SIGHT, RETICLE PATTERN WITH 68 MOA RING & 1 MOA DOT, SINGLE CR123 BATTERY RELLC DOR121121	87	EACH	466.53	40,596.81
SHIPPING	FREE SHIPPING	1	EACH	0.00	0
FORMAT BRITTANY	QUOTED BY BRITTANY GIRDLER KIESLER POLICE SUPPLY 2802 SABLE MILL ROAD JEFFERSONVILLE, IN 47130 THIS QUOTE IS VALID FOR 30 DAYS BGIRDLER@KIESLER.COM	1	EACH	0.00	0

Amount Subject to Sales Tax 0.00

Amount Exempt from Sales Tax 125,052.06



Subtotal	125,052.06
Total Tax	0.00
Total \$ Incl. Tax	125,052.06
Tax Amount	0.00

KIESLER POLICE SUPPLY FFL# 4-35-019-11-1M-08220

RETURNED GOODS POLICY

No returned goods will be accepted without prior consent. Any packages returned without properly displaying a return authorization number will be refused. Returns subject to up to 25% restocking fee.

DEFECTIVE MERCHANDISE POLICY

We are not a warranty repair station for any manufacturer. Returns of defective merchandise must be made directly to the manufacturer for repair or replacement.

DAMAGED GOODS POLICY

Claims of shortages or damaged shipments must be made immediately upon receipt of shipment.

ATTACHMENT I

**CERTIFICATION OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT
Michigan Public Act No. 517 of 2012**

The undersigned, the owner, or authorized officer of the below-named company (the "Company"), pursuant to the compliance certification requirement provided in the County of St. Clair, MI's Request For Proposal (the "RFP"), hereby certifies, represents, and warrants that the Company (which includes its officers, directors and employees) is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event the Company is awarded a contract by the County of St. Clair, MI as a result of the aforementioned RFP, the Company is not and will not become an "Iran Linked Business" at any time during the course of performing any services under the contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the County of St. Clair, MI's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date that it is determined that the person has submitted the false certification.

Kiesler Police Supply Inc
Name of Company

Brittany A.L. Girdler Bid Specialist
Name and Title of Authorized Representative

Brittany A.L. Girdler
Signature

4/21/2022
Date

THIS PAGE MUST BE SIGNED AND MUST ACCOMPANY THE VENDOR BID

THIS PAGE MUST BE SIGNED AND MUST ACCOMPANY THE VENDOR BID.

**CERTIFICATION OF COMPLIANCE – Suspension and Debarment
E.O. 12549 and 12689 “Debarment and Suspension”**

The undersigned, the owner, or authorized officer of the below-named company (the “Company”), pursuant to the compliance certification requirement provided in the County of St. Clair, MI’s Request For Proposal (the “RFP”), hereby certifies, represents, and warrants that the Company (which includes its officers, directors and employees) is not an active business listed on the General Services Administration’s Excluded Parties List System (EPLS), and that in the event the Company is awarded a contract by the County of St. Clair, MI as a result of the aforementioned RFP, the Company is not and will not become an active business on the General Services Administration’s Excluded Parties List System (EPLS) at www.SAM.gov. at any time during the course of performing any services under the contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the County of St. Clair, MI’s investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date the it is determined that the person has submitted the false certification.

Kiesler Police Supply Inc.

Name of Company

Brittany A.L. Girdler Bid Specialist

Name and Title of Authorized Representative

Brittany A.L. Girdler

Signature

4/21/2022

Date

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	4/27/2022	Cover Memo
📎	PHASD SRO contract 2022-2025	4/27/2022	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 27, 2022

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

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

The PHASD has been contracting with the Sheriff's office for a school resource officer since March 2019.

The contract extension period is for July 1, 2022 through June 30, 2025. The cost over the 3 year period is \$240,560. 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 at the May 19, 2022 Board of Commissioner's meeting.

AGREEMENT FOR LAW ENFORCEMENT SERVICES

ST. CLAIR COUNTY SHERIFF AND

PORT HURON AREA SCHOOL DISTRICT

THIS AGREEMENT made and entered into on this day of 2022, by and between the **COUNTY OF ST. CLAIR** through its Board of Commissioners and the Sheriff of the County, hereinafter referred to as the “**COUNTY**”, and **PORT HURON AREA SCHOOL DISTRICT**, hereinafter referred to as the “**SCHOOL**”.

WHEREAS, the county does provide police protection to the students of the School, and provides enforcement of State and local laws, regulations and ordinances generally under the direction of the St. Clair County Sheriff's Department, and

WHEREAS, the School desires to provide its students specific police protection in addition to that generally provided by the County, and

WHEREAS, the County is agreeable to rendering such services on the terms and conditions as hereinafter set forth:

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The County will provide protection for the purpose of enforcement of all State and local laws
2. The law enforcement services to be provided by the county shall consist of furnishing one deputy for 8 hours a day for 180 days or 1,440 hours annually. The financial breakdown and any supplemental law enforcement service to be provided requiring additional time or service shall be specified in Exhibit “A” of this agreement
3. The administration, assignment, discipline, and enforcement of performance standards of the assigned deputy shall be the sole responsibility of the County. If upon review by the School, the assigned deputy is not compatible with the needs the School, the Sheriff shall be notified and will cooperate with the School to rectify the situation. The County is responsible for payment of salaries, taxes, benefits, insurance premiums and other expenses related to the employee providing the service and will hold the school harmless from such claims.

4. The control standard of performance and discipline of those personnel assigned to provide those services set forth herein shall be the sole responsibility of the St. Clair County Sheriff.
5. The County shall hold the School harmless from all claims, demands, payments, and suits by reason of any acts or omissions of the County, its agents or employees, in their performance of those services herein provided.
6. The School shall have the right of inspection of all records, patrol logs, accounting records of the Sheriff's Department related to the providing of services herein. Incident and investigation reports shall be available to the extent that disclosure of same would not:
 - i. Interfere with law enforcement proceedings
 - ii. Deprive a person of the right to a fair trial or impartial administration adjudication.
 - iii. Constitute an unwarranted invasion of personal property.
 - iv. Disclose the identity of a confidential source, or if the record is compiled by a criminal law enforcement agency in the course of a criminal investigation, disclose confidential information furnished only by a confidential source.
 - v. Disclose law enforcement investigative techniques or procedures.
 - vi. Endanger the life or physical safety of law enforcement personnel.

7. The terms of this Agreement shall be from July 1, 2022 to June 30, 2025.

The School agrees to pay for such law enforcement service the sum of \$36,149.90 beginning July 1, 2022 thru December 31, 2022, to be paid by December 31, 2022.

The School agrees to pay for such law enforcement service the sum of \$36,149.90 beginning January 1, 2023 thru June 30, 2023, to be paid by July 31, 2023.

The School agrees to pay for such law enforcement service the sum of \$39,994.33 beginning July 1, 2023 through December 31, 2023, to be paid by December 31, 2023.

The School agrees to pay for such law enforcement service the sum of \$39,994.33 beginning January 1, 2024 through June 30, 2024, to be paid by July 31, 2024.

The School agrees to pay for such law enforcement service the sum of \$44,135.57 beginning July 1, 2024 through December 31, 2024, to be paid by December 31, 2024.

The School agrees to pay for such law enforcement service the sum of \$44,135.57 beginning January 1, 2025 through June 30, 2025, to be paid by July 31, 2025.

The St. Clair County Controller will provide information to the School as reasonably requested to substantiate the cost factors in determining the aforesaid amounts.

8. The School shall have the right to renew the contract for one year provided that:
- i. The School expresses its intent to renew in writing sixty days prior to the expiration of this agreement. Said notice is to be sent to the St. Clair County Board of Commissioners.
 - ii. The County is agreeable to the renewal
 - iii. Rates for the new agreement can be agreed upon between the parties.
 - iv. The School may terminate this agreement with a written six month notice or March 1st, whichever is earliest.
9. Any controversy or claim arising out of or relating to this agreement or breach thereof, shall be settled by arbitration in accordance with the Rules of American Arbitration, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
10. This agreement shall constitute the entire agreement between the parties relating to the subject matter of this agreement and it may be amended or modified only in writing signed by the parties.

WITNESSES:

Kate Pileggi

PORT HURON AREA SCHOOL DISTRICT

By: Theo Kerhoulas
Theo Kerhoulas, Superintendent

ST. CLAIR COUNTY BOARD OF COMMISSIONERS

By: _____
Jeffrey L. Bohm, Chairperson

ST. CLAIR COUNTY SHERIFF

By: Mat King
Mat King, Sheriff

Exhibit A - 1/4

PORT HURON AREA SCHOOL DISTRICT - POLICE LIASON CONTRACT PROPOSAL

		Year 3	Year 4	Year 5
<u>Personnel Costs</u>				
Wages (per attached wage schedule)	52879	\$ 58,502	\$ 66,001	\$ 74,100
Fringe Benefits	39544	43,692	47,856	52,325
Total Wages & Fringe Benefits		102,194	113,857	126,425
65% of wages and benefits	60075	66,426	74,007	82,176
<u>Administrative Costs</u>				
Uniforms	778	778	778	778
Total Administrative Costs		778	778	778
65% of Administrative Costs		506	506	506
<u>Operations & Maintenance</u>				
Vehicle	1800	1,800	1,800	1,800
Insurances	536	556	584	613
Liability Insurance	1604	1,602	1,682	1,766
Gas & vehicle maintenance	1145	1,410	1,410	1,410
Total Operations & Maintenance		5,368	5,476	5,589
Total Costs		\$ 72,300	\$ 79,989	\$ 88,271
		6,024.98	6,665.72	7,355.93
		36,149.90	\$ 39,994.33	\$ 44,135.57
		36,149.90	\$ 39,994.33	\$ 44,135.57

Exhibit A - 2/4

Footnotes

- Assuming 180 days/year (approximately 65%)
- Remainder of year 100 days will be paid by St. Clair County (approximately 35%)
- The school is to provide the officer with an office, desk, computer, access to copier, fax & telephone, if applicable
- Vacation time is included in the gross salary amount
- Wages based on Year 5 deputy
- No backup costs (clerical, costs of another deputy to help in emergencies)
- Uniform cost is 50% of cost of uniform replacement or maintenance for uniform for 1 deputy.
- Cost of vehicle is the cost of the salvage value of a used vehicle for the Sheriff's Department.
- Insurance costs are for liability of one employee and insurance premium for one vehicle split 50/50 with the County

Exhibit A - 3/4

2022-2025 POLICE SERVICE CONTRACT COSTS WAGE SCALE

2022		2023		2024		2025	
STEP	1/1/22-12/31/22	STEP	1/1/23-12/31/23	STEP	1/1/24-12/31/24	STEP	1/1/25-12/31/25
	Rate Annual		Rate Annual		Rate Annual		Rate Annual
Start	21.40 44,518	Start	21.94 45,631	Start	22.38 46,544	Start	22.82 47,474
Year 1	23.56 49,003	Year 1	24.15 50,228	Year 1	24.63 51,233	Year 1	25.12 52,257
Year 2	25.93 53,937	Year 2	26.58 55,285	Year 2	27.11 56,391	Year 2	27.65 57,519
Year 3	28.13 58,502	Year 3	28.83 59,965	Year 3	29.41 61,164	Year 3	29.99 62,387
Year 4	30.96 64,391	Year 4	31.73 66,001	Year 4	32.37 67,321	Year 4	33.01 68,667
Year 5	34.07 70,875	Year 5	34.93 72,647	Year 5	35.62 74,100	Year 5	36.34 75,582

- Amounts taken from Union Contract for 2022

- Hourly rate based on 2,080 hours worked annually

Exhibit A - 4/4

Breakdown of Police Contract Charges Port Huron Area School District July 1, 2022 through June 30, 2025

GAS

Average price per gallon of gas (Feb 2022)	3.00	
Assuming 10 miles per gallon	10	Flat Line
Miles driven per day	15	
Miles per gallon	<u>1.50</u>	
price X miles per gallon	4.50	
Days per year	<u>180</u>	
Fuel Charge	<u>\$ 810.00</u>	

Note: On average the miles driven to and from the School are 52 miles.
26 miles to and 26 miles from the School.

Contract Approval Request - Harris Recording Solutions

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Contract Approval Request - Harris Recording Solutions	4/29/2022	Cover Memo
📎	St. Clair County- Recorder Agreement	4/29/2022	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: Harris Recording Solutions

VALUE: Not to exceed \$125,000 + \$100,000 total 5 years maintenance

TERM: One time purchase w/5 years annual maintenance

CONTRACT TYPE: Software upgrade

SERVICE DESCRIPTION: Software module upgrades and customization

DEPARTMENT(S): Register of Deeds

COMMENTS: The Recorder module implementation upgrades the current land records management system and through process mapping determine the most effective workflow. Modules will be customized to allow for efficiencies in payment collection, e-filings processing, scanning and indexing, and image searching.

**HRS LICENSE & SERVICES AGREEMENT
STCLAIR.MI.RECORDER.DS**

**Recorder Implementation
ST CLAIR COUNTY, MI
Register of Deeds**



HARRIS
RECORDING SOLUTIONS

HARRIS RECORDING SOLUTIONS

2290 LUCIEN WAY - SUITE 330 MAITLAND, FL 32751

(866) 278-4765

WWW.HARRISRECORDINGSOLUTIONS.COM

ST CLAIR COUNTY REGISTER OF DEEDS



200 GRAND RIVER AVE
SUITE 103
PORT HURON, MI 48060

YOUR HISTORY, OUR PASSION

The work of a Register of Deeds is more significant than most realize. You hold the keys to our recorded history – a responsibility we take as seriously as you do.

At Harris Recording Solutions, we focus on doing one thing and doing it well – helping you preserve this history in a smart and methodical way. Driven by a dedicated team of experienced professionals, our goal is to be a partner in your success.

We're proud of our 25+ year legacy of providing counties and other public entities with the software they rely on to capture data and images of official records, vital records and other documents efficiently and securely, safely making them available to the public. We're helping create revenue and cost savings opportunities for our partners, giving them the tools to provide the best constituent service while maintaining legislative compliance.

Our valued partners trust us to provide the tools that process, protect and preserve a permanent record of milestone life events. That's a sacred responsibility and we embrace it every day.

This is why we say that your records are our passion.

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DOCUMENT HISTORY

Revision Number	Summary of Changes	Author
3/14/2022	Creation of document	Melinda Paradiso
3/31/2022	Add Terms and Conditions	Melinda Paradiso
4/4/2022	Document edits	Dan Shmukler
4/28/22	Edits to MN	Dan Shmukler

OPENING STATEMENT

THIS STATEMENT OF WORK, between St Clair County, MI Register of Deeds Office located at 200 Grand River Ave, Suite 103, Port Huron, MI 48060 ("Purchaser") and Manatron, Inc., through its unincorporated Harris Recording Solutions division, located at 2290 Lucien Way, Ste. 330, Maitland, FL 32751 ("HRS") confirms the purchase of the following licensed software products, customizations and / or services:

WHEREAS HRS provides its Software and related services for records (such as land records) and other types of management systems.

NOW THEREFORE, in consideration of the mutual warranties, terms, and conditions contained in this Agreement and other good valuable consideration, which is hereby acknowledged, Harris and Purchaser agree as follows:

1. Definitions
 - 1.1. Agreement means this Statement of Work.
 - 1.2. Purchaser, means. St Clair County, MI, Register of Deeds
 - 1.3. HRS means Manatron, Inc., through its unincorporated Harris Recording Solutions division.
 - 1.4. County means a county, city, town, municipality, or other local government entity with which HRS has an existing agreement to license its Software.
 - 1.5. County Operating Hours means the normal hours of operation of a County's land management recording office during which the County accepts documents.

OUR CORE VALUES

Respect of the Individual - Everyone has a unique background and perspective that could be part of a solution and successful team effort. We respect our employees, colleagues and customers.

Accountability/Responsibility/Ownership - We accept the challenge of owning issues large and small, and seeing them through to completion for you.

Understand Reality / Make Difficult Decisions - Whether it be prioritizing action items, making decisions that impact implementation schedules, or other challenges that arise at a moment's notice – and we all know, they do – we strive to understand the situation in its entirety and do not shy away from making hard choices.

Bad news does not get better with time - By sitting on bad news, the only thing that's lost is the ability to develop and implement solutions. It's our responsibility to play it straight with our customers.

Communicate and share knowledge - By communicating we can work to eliminate gray areas, prevent unnecessary stumbles and help ensure we are all rowing in the same direction, with the same sense of purpose. Sharing knowledge – internal to the Harris Recording Solutions team or externally with our partners – allows us to provide a more complete level of service and develop our team members each day.

Discipline – unwavering and relentless focus - We can control the level of effort we bring to work each day, positively impacting our customers and ourselves.

Understanding / Learning - We are building an environment where understanding and learning are central to what we do. We can also learn from – and expect to learn from – the valuable experiences of our customers. Your perspective in many regards is the most important one when it comes to how our software is used.

Solutions, Not Problems - It's easy to identify the problem. It is up to each of us to also bring solutions to the table for our customers.

Empowerment at the point of contact - When you are working with a Harris Recording Solutions Team member, that individual is empowered to make a decision within our framework of product and service delivery.

Dream Realization - Everyone has dreams, and our goal as a company is to foster dream realization – for our employees and our customers. An employee may want to travel the world, and Harris provides that person with the means to do so. A customer may dream of the day where long lines of constituents waiting to record documents go away and constituent service is provided at the highest level – we've done that for our customers, too!

GENERAL PROJECT INFORMATION

PROJECT DETAILS

Recording system for St Clair County Register of Deeds Office.

ABOUT

Population: St. Clair County Population 159,128 (2019), County Seat, Port Huron.

Register: Jay DeBoyer

Chief Deputy: Bruce Francek

Office Hours:

Monday - Thursday: 8:00am - 4:30pm (closed for lunch 12:00pm - 1:00pm)

Friday: 10:30am - 4:30pm (closed for lunch 12:00pm - 1:00pm)

Closed County Holidays

Recording counter closes at 4:00pm. Any document received after 4:00pm will be dated for 8:00am the next business day.

Recording Volume: 36,359 land record documents in 2021.

Currently not E-Recording

Number of Employees: Two FTEs including Bruce, 2 PT

Other:

DD214's are handled by the Clerk's office along with Death, Marriage, Birth and CCW.

These document groups are not included at this time.

STAKEHOLDER IDENTIFICATION

The stakeholders for this project include but are not limited to:

- All staff of the St Clair County Register of Deeds Office
- All staff of Harris Recording Solutions
- All other departments in St Clair County Government
- Citizens of St. Clair County
- All public/private consumers and submitters of public land records

PROJECT SOFTWARE COMPONENTS

- Real Estate
- E-Recording (included as part of Recorder implementation)
- Public Access (Internal and External)
- Fraud Protection/Recording Notification Service (add on - can occur with implementation or after)

CURRENT WORKFLOW AND PROCESSES

OFFICE/HARDWARE/TECHNICAL SPECS

- 4 workstations, 2 counter for recording
- Scanning is at front counter
- Print 8-1/2x11" Receipts via network printers, no PoS receipt printers.
- TLP 2844 label printers; likely SCSI interface with no USB connection (as Anthem used SCSI with parallel cards). Recommend new label printers.
- Canon DRG scanners- Recorder uses ISIS drivers
- On VDI:
 - Currently using Dell Wyse thin-client with Citrix VDI
 - Currently 2008r2/Win 7 but in 3-5 months updating to Server 2022/Win 10
 - Discussed VDI with scanners, will need to run through test cycles
 - No issues with Label Printers/Networked printers
- Currently have a SQL 2019 environment, clustered for the Recorder database.
- Web Server hosts the OPR 2012 Server
- Anthem is on SQLserver 2005 (cannot upgrade past this level)
- Anthem Appserver is 2012r2 server (cannot upgrade past this level)
- Webserver is 2012r2 server (cannot upgrade past this level)
- Credit cards- for PA, pay-pal tablet. Manually enter into Anthem.

FEE SCHEDULE

Effective October 1, 2016, recording fees for all documents recorded in the Register of Deeds office is \$30.00, regardless of the number of pages. The fee of \$3.00 after the first instrument reference remains in effect.

Michigan Real Estate Transfer Tax:

- County Transfer Tax Fee \$1.10 per thousand dollar sale amount stated on deed
- State Transfer Tax Fee \$7.50 per thousand-dollar sale amount stated on deed

Copies:

- Copy, real estate records, per page: \$1.00
- Copy, U.C.C. filing, per page: \$2.00
- Copy, State or Federal Tax Lien, per page \$1.00
- Copy, Plats of Record \$2.00 per page
- Fee for certification of any of the above copies, per document \$5.00

INSTRUMENT / BOOK & PAGE NUMBERS

YYYY-XXXXXX – Reset each year Liber # XXXX Page: XXX



CURRENT IMAGING

- OnBase stores all of the permanent images; temporary/in process images are in Anthem.
- Some document indices, such as Plats, are only in OnBase and not in Anthem. This is a pain point for the office as they need to maneuver to multiple locations for copies and information.
- Nightly process is performed. A process sends the images to the OnBase system. API was developed between Anthem and OnBase. The Push sends all modified and permanent images not sent previously to the CMS repository.
 - Users cannot email within Anthem, they have to email documents through OnBase.
 - Exporting out of Anthem is clunky and takes a while. It's easier to export images from OnBase.

NOTE: (emailing and exporting capabilities are handled within Recorder)
- No other departments use OnBase. Assessors have free logins to the public site to see the images. View only login.
- Some surveyors in the Treasurer's office (Lori Abner) have an account in OnBase to look at Surveys, Land Corners, Condos, and Dossiers. Bruce would prefer everyone go through PA.
- Recommend using the Recorder system for the image repository, including those additional documents not currently within Anthem. Recorder includes emailing capability within the software for images, reports, etc., as well as integrated, simple export. Export allows for scheduling of repeat jobs, as well as FTP and SFTP support.

INDEX/VERIFICATION

- County indexes parcels if that number is provided.
- SQL job copies a table (view) from BSNA table to Tax_Parcels table in Anthem database. Grabbing a PCL number, which copies to Tax_ID & Legal description.
- The legal is pulled into the freeform legal field if it is linked with the parcel number.
- County does not key in the legal description when recording documents.

REDACTION

If redactions are necessary, the information is scratched out or covered with a post it note. They currently do not redact in the system. Aumentum Recorder has a built-in tool for manual redactions, if needed.

PUBLIC SEARCH- VIA WEBSITE

Land records are available to view online from 1984 to present.

Web accounts are available for \$150.00 per year.

Land Records Search:

<https://publicdeeds.stclaircounty.org/RealEstate/SearchEntry.aspx>

Land Records search has Party List and Search Land Records Options.

Search Land Records options include General search types and a Parcel ID Search.

General

Party Name:

Party Type: ☒ Both ☐ Grantor ☐ Grantee

Date Filed From: To:

Instrument # From: To:

Liber: Page:

Document Type:

- ☐ ACKNOWLEDGMENT AND CONSENT
- ☐ ADDENDUM
- ☐ AFF ATTESTING QUALIFIED AG PROPERTY REMAIN QUALIFIED AG PROP
- ☐ AFFIDAVIT
- ☐ AFFIDAVIT AS TO AGRICULTURAL USE

Parcel ID

Parcel #: * Remember this is a name index. Searching by Parcel ID# may be helpful but is an incomplete search.

Parcel Search (Equalization Office) :

<https://www.stclaircounty.org/offices/equalization/search.aspx?meid=207>

Index Books :

https://www.stclaircounty.org/offices/register_of_deeds/IndexBooks.aspx?meid=1075

- [GRANTEES 46 FEB'72-APRIL'73.pdf](#) (212.2Mb)
- [GRANTEES 47 MAY'73-JULY'74.pdf](#) (229.8Mb)
- [GRANTEES 48 AUG'74-OCT'75.pdf](#) (197.1Mb)
- [GRANTEES 49 NOV'75-MAY'77.pdf](#) (265.5Mb)
- [GRANTEES 50 JUNE'77-OCT'78.pdf](#) (259.1Mb)
- [GRANTEES 51 OCT'78-MARCH'80.pdf](#) (280.5Mb)
- [GRANTEES 52 APRIL'80-MAY'82.pdf](#) (314.4Mb)
- [GRANTEES 53 JUNE'82-MAY'84.pdf](#) (276.2Mb)
- [GRANTOR 46 FEB'72-APRIL'73.pdf](#) (222.7Mb)
- [GRANTOR 47 MAY'73-JULY'74.pdf](#) (234.5Mb)
- [GRANTOR 48 AUG'74-OCT'75.pdf](#) (225.2Mb)
- [GRANTOR 49 OCT'75-JUNE'77.pdf](#) (278.0Mb)
- [GRANTOR 50 JUNE'77-OCT'78.pdf](#) (282.1Mb)
- [GRANTOR 51 OCT'78-MAR'80.pdf](#) (286.9Mb)
- [GRANTOR 52 APRIL'80-MAY'82.pdf](#) (342.0Mb)
- [GRANTOR 53 JUNE'82-APRIL'84.pdf](#) (319.8Mb)
- [MORTGAGES 23 FEB'72-SEP'74.pdf](#) (267.0Mb)
- [MORTGAGES 24 OCT'74-MAY'77.pdf](#) (251.9Mb)
- [MORTGAGES 25 MAY'77-APRIL'79.pdf](#) (246.7Mb)
- [MORTGAGES 26 APRIL'79-FEB'83.pdf](#) (326.1Mb)
- [MORTGAGES 27 MARCH'83-MAY'84.pdf](#) (164.6Mb)
- [Thumbs.db](#) (42.5Kb)

Note: Index Books are available via pdf files. Thumbs.db is online but not accessible.

ADDITIONAL REPORTS

Bruce runs monthly Crystal Report (LIEN RPT TEST.rpt) parameters are Start/End Date for the Credit Bureau.

- Run for the following document types: DMESC, DSTL, DUSTL, MESC, MTG, STL, USTLRun for date criteria against OPR_PHYS_DOCUMENTS.TIME_RECEIVED
- Lists the Liber/Page, Tax ID, Consideration, Legal Description (Freeform), Address (OPR_Parcels.Remarks), and all Grantors/Grantees for the document.
- A new document type was added to the request, so Bruce runs an additional search for the document type, as it was not added to the report.

NOTE: Will likely be able to run a search based on document group and print/email a pdf or excel file monthly.

EXISTING INTEGRATIONS/OTHER PROCESSES

- **CMS push for OnBase** – With upgrade to Aumentum Recorder, St Clair County will discontinue use of OnBase and use Recorder's built-in imaging capabilities.
- **County talk application.** Evening schedule that runs and provides a CSV file with parcels generated and sends out to an internal network share. Equalization office uses this file to import into their system. [An example of the produced CSV file from the County Talk application \(StClair-2022_2_23_12_0_4.csv\).](#)

Instrument	Liber	Page	Grantor	Grantee	Date of Sale	Sales Price	Parcel Number
2017006448	4808	701	PRIESS DONALD LJR	PRIESS DONALD LJR, PRIESS KATHERINE A	3/14/2017 0:00	0	74084250038000.00
2022004265	5489	953	NORTH WEST COAST HOMES LLC	FULLER BRAD	2/16/2022 0:00	0	74100141004000.00
2022004269	5490	1	SCRIVER JOHN W, MCGUFFIN LISA	MCGUFFIN LISA	1/27/2022 0:00	0	74061400016000.00
2022004291	5490	53	MERCHANT FAROUK, MERCHANT SAKINA	MERCHANT FAROUK S TRUST	2/21/2022 0:00	0	74067690004000.00
2022004293	5490	57	KIRKSENA DOUGALS G, KIRKSENA LINDA C	LACEK SHAWNIE, LACEK JAMES	11/2/2021 0:00	150000	740636500561000.00
2022004299	5490	94	THORPE LYNDON K	THORPE TODD, BROUGHAM JEFFREY	2/16/2022 0:00	0	740669300033000.00
2022004301	5490	110	MILLER DANIEL, MILLER HOLLY	MORTGAGE ELECTRONIC REGISTRATION SYSTEM INC AKA MERS	1/27/2022 0:00	210000	74090362002000.00
2022004302	5490	115	LITTLE BLUE LLC	NIVER LAWRENCE SAMUEL	1/28/2022 0:00	242000	74061490009000.00
2022004303	5490	116	SEAMAN JEFFERY	SEAMAN JEFFERY C, SEAMAN VICKIE M	2/21/2022 0:00	0	74115150008000.00
2022004304	5490	117	GENTILE LYNN L, GENTILE MARK A SR	GENTILE FAMILY TRUST	2/16/2022 0:00	0	74145230013000.00
2022004307	5490	133	WOODHAM FREDERICK T	BOZICH DUSTIN L, SEBASTIAN KARINA M	1/20/2022 0:00	214000	74155250037000.00
2022004308	5490	134	WHITEHEAD VENTURES LLC	CARNELIAN PROPERTIES LLC	1/14/2022 0:00	300000	74067430001000.00
2022004312	5490	146	CDC MARYSVILLE LL	LBW HOLDINGS LLC	1/21/2022 0:00	2050000	74030900010000.00

- **BSA (Equalization Dept software)** to Anthem Tax_Parcels nightly SQL job to sync the current BSA tax master view/table with Anthem Tax_Parcels. They write to the tax_parcels to update tax_parcelid, which populates the Parcel code table.



BSA to Anthem
Tax_Parcels Job.docx

- Example from PA:

Welcome | Land Records | FAQ

DPR Document Access

Get a Free Copy: [Results List](#) | Other Options: [New Search](#) | [Refine Search](#) | [Back to Results](#) | 2022001386

General | Legal Description | Related Documents

Combined Legals

Type: PARCEL
Parcel ID: 74203260031010
Remarks:

Type: PARCEL
Parcel ID: 74203260031330
Remarks:

Type: PARCEL
Parcel ID: 74203260032301
Remarks:

Type: PARCEL
Parcel ID: 74203260031312
Remarks:

Type: PARCEL
Parcel ID: 74203260031320
Remarks:

Type: PARCEL
Parcel ID: 74203260032330
Remarks:

Type: PARCEL
Parcel ID: 74203260032320
Remarks:

Type: FREEFORM
Freeform Legal: W 283.56' OF LOT 100 GRATIOT CENTRE HARRINGTONS SUBDIVISION ACCORDING TO THE PLAT RECORDED IN LIBER 2 OF PLATS PG 17 ST CLAIR COUNTY RECORDS

Type: FREEFORM
Freeform Legal: E 205' OF LOT 95 GRATIOT CENTRE HARRINGTONS SUBDIVISION ACCORDING TO THE PLAT RECORDED IN LIBER 2 OF PLATS PG 17 ST CLAIR COUNTY RECORDS

Type: FREEFORM
Freeform Legal: E 150' OF W 300' OF LOT 94 GRATIOT CENTRE HARRINGTONS SUBDIVISION ACCORDING TO THE PLAT RECORDED IN LIBER 2 OF PLATS PG 17 ST CLAIR COUNTY RECORDS

Type: FREEFORM

1 of 3

2 of 3

3 of 3

Jay De Boyer Register Of Deeds
St Clair County, Michigan

Rec \$26.00
Remon \$4.00
Tax Crt \$0.00

Recorded
January 19, 2022 09:10:13 AM
Liber 5476 Page 491-499
Receipt # 126656 RECD #2022001386

Seal Liber 5476 Page 491

DEED RESTRICTIONS

COMES NOW, Lawrence Dupuis and Patricia Dupuis, husband and wife of 3917 Hitchings Street, Fort Gratiot, MI 48059, the owner of premises in the Township of Fort Gratiot, St. Clair County, Michigan, described as:

PARCEL 1: The West 283.56 feet of Lot 100, "GRATIOT CENTRE, Harrington's Subdivision", according to the plat thereof as recorded in Liber 2 of Plats, Page 17, St. Clair County Records. More commonly known as: 3917 Hitchings Street, Fort Gratiot, MI 48059. Tax ID#: 74-20-326-0031-010.

PARCEL 2: The East 205.00 feet of Lot 95, "GRATIOT CENTRE, Harrington's Subdivision", according to the plat thereof as recorded in Liber 2 of Plats, Page 17, St. Clair County Records. More commonly known as: 3919 Hitchings Street, Fort Gratiot, MI 48059. Tax ID#: 74-20-326-0031-330.

PARCEL 3: The East 270.00 feet of the West 570.00 feet of Lot 94, "GRATIOT CENTRE, Harrington's Subdivision", according to the plat thereof as recorded in Liber 2

PROPOSED RECORDER WORKFLOW

RECORDING/CASHIERING DIAGRAM



WORKFLOW PROCESS

Aumentum Recorder has customizable workflows. The process will encompass:

- Processing of incoming mail
- Processing over the counter transactions
- Processing E-Filings
- Payment Collection
- Scanning of all documents

- Indexing/Verifying of all documents
- Quality control on all images scanned

FINANCIALS

Recorder holds many benefits when it comes to handling transactions in the system. Various payment types are allowed. A suite of financial tools and reports is available to meet accounting needs.

INDEX/VERIFY

Recorder offers various indexing copy functions to increase efficiency, as well as a built-in tool to select text from an image and populate parts of the index.

PUBLIC SEARCH- IN OFFICE AND WEB

Public searching will be configured to closely replicate the current configuration available to in-office searchers.

Public Access can be configured to allow the following:

- Ability for the public to be able to search data and view images.
- Ability for customers with a login and account to purchase clean copies of images.

MODULES TO BE CONFIGURED

Real Estate

All documents will be filed in the Real Estate module, which includes the filing, scanning, indexing, searching, and exporting of the documents.

eRecording

Staff will have the ability to process documents submitted via eRecording. eRecording eliminates the need for cashiering, labeling, manual scanning, and mail out.

Correspondence

Rejection letters can be customized to match the county's standards. All correspondence can be created, documents scanned, and retrieved from within Aumentum Recorder.

Cashiering

Payment types, customer accounts, and cashiering controls will be set up. A robust set of standard financial reports are included.

Administration

Document management and tracking, security set up, and various controls are available in the user interface.

Public Access

Both internal and external public searching sites will be configured.

Image Storage Service

Source/document images will be stored on the network and can be exported and retrieved from within Aumentum Recorder.

PROJECT SCOPE STATEMENT

PROPOSED STATEMENT OF WORK

The purpose of this project is to modernize the current land records management system and expand on the services offered to the public by the St Clair County Register of Deeds Office. Workflow efficiencies, staff productivity and system bug improvements are all driving factors for this implementation.

Harris Recording Solutions (HRS) will outline the Scope of Work once Process Mapping is complete.

Process Mapping is an onsite visit from HRS to analyze current workflow and offer the opportunity to revise processes and workflow. Initial configuration will be set up during this workshop. This workshop should include all managers and supervisors, as well as representatives from the technical staff and seasoned users.

PRODUCT DELIVERABLES

In accordance with the purchase order, the following items are listed as deliverables for this project:

Aumentum Recorder™ – land records management system including features and functionality outlined in this SOW.

Aumentum Recorder Public Access™ – provides online searching, printing, and registered agent access

PRICING PROPOSAL

LICENSES	
DESCRIPTION	FEE
License Fee Recorder	\$100,000
Valued Partner Discount	(\$75,000)
LICENSE SUBTOTAL	\$ 25,000

PROFESSIONAL SERVICES	
DESCRIPTION	FEE
Professional Service Hours for Configuration, Validation and Deployment of Recorder	\$100,000
Professional Service Hours Total	\$ 100,000
GRAND TOTAL LICENSE & SERVICES	\$ 125,000

ANNUAL MAINTENANCE	
	PRICE
Annual MN for Recorder- Year 1	\$20,000
Annual MN for Recorder- Year 2	\$20,000
Annual MN for Recorder- Year 3	\$20,000
Annual MN for Recorder- Year 4	\$20,000
Annual MN for Recorder- Year 5	\$20,000

PAYMENT SCHEDULE

Milestones	Event	Payment Milestone	Amount
1	Contract Signing	100% of License	\$25,000
2	Installation of Software to Test	50% of Services	\$50,000
3	User Training	25% of Services	\$25,000
4	User Acceptance in Test for License	12.5% of Services	\$12,500
5	Go-Live	12.5% of Services	\$12,500

TERMS AND CONDITIONS

1. Definition

a. Software Applications. "Software Applications" are the computer programs explicitly listed above in the section titled "Software Product Licenses".

2. Payment Terms & Fee Schedule

See table in "Payment Schedule" section for breakdown of fee schedule

3. Delivery Media Type: CD-ROM or Electronic Transfer

4. Delivery Schedule

The parties will agree upon an appropriate training, project, and delivery schedule based on, among other things, the modules in respect of which training is required and the skills and availability of both the Purchaser and Harris staff members.

5. Scope

See page 15 for "Project Scope Statement".

6. Maintenance and Support Fees

Maintenance and Support fees ("MSF") include all program updates, enhancements and general releases that Harris makes available to the Purchaser as part of its regular software maintenance program. MSF does not include fees for any third-party licenses or Harris services that may be necessary to perform a third-party license upgrade. MSF also includes access to the Harris support hot line.

The initial annual maintenance fee will be billed on the first day that Recorder is in a production environment. Subsequent years MSF shall be rendered at the beginning of each year in which services are to be furnished- for a period of 5 Continuous years at the end of which, this contract is set to annually renew for 1 year and thereafter for subsequent single year terms based on the governing rates described hereto unless communicated by the Purchaser in writing 90 days prior to renewal date.

In the event of a lapse in annual maintenance, Purchaser will be subject to reactivation fees not to exceed 40% of the current annual MSF applied to each year of the lapse including partial year lapses plus the amount representing "the lapsed" MSF. The specific services provided by the technical support staff are outlined in the Harris Annual Software Support Schedule & Service Guidelines.

7. Additional Customization(s)

The Purchaser and Harris have jointly reviewed the Software Applications and have determined that all items are adequate except as noted in the CUSTOMIZATIONS section. Additional customization(s) or Recording Template modifications/ additions not identified in this Agreement will be quoted as requested and billed at the hourly rate of \$225.00. Customizations and/or report modifications requested one year or more from the date of this agreement will be billed at the then current Harris hourly rate. No additional customizations will be undertaken without prior agreement by both parties on cost, scope of functionality, and the impact on the

project schedule.

Fifteen percent (15%) of any additional fees associated with customization services will automatically be added to the Purchaser's MSF.

8. Professional Services

Additional professional services are available on-site or via the telephone. Telephone work is billed at \$200.00 per hour. On-site work is billed at \$1600.00 per business day (8 Hours) plus travel, lodging and per diem expenses. Work performed one year or more from the date of this agreement will be billed at the then current Harris rates. Help line support does not include training. New employees must be trained by Purchaser or by making arrangements with Harris.

In the event, Purchaser wishes to schedule any professional services on a Saturday; there is a \$350 surcharge.

Application consulting and setup services may include but are not limited to: software installation, configuration, data validation, system setup, system balancing, interface setup, interface testing, process training, application training and business requirements gathering.

Overage of hours quoted within this contract under the scope column will require an additional contract for any additional requests at cost.

9. Travel and Lodging Expenses

Travel and lodging expenses will be billed in conjunction with any services work performed at the Purchaser's offices by Harris personnel. Lodging expenses will include hotel expenses and will only be charged if an employee is required to spend the evening. Travel expenses may include airfare if the employee is required to travel by air to reach the Purchaser's offices. Travel may include the cost of a rental car. If an employee uses his/her personal vehicle, mileage will be charged at the currently published IRS reimbursement rate. When an employee is at or traveling to the Purchaser's offices, fifty dollars (\$50) per day will be charged to cover meals and incidentals. If an employee must travel on Saturday, Sunday, or a holiday, or is at the purchaser's office on a holiday, one hundred dollars (\$100) per day will be charged to cover meals and incidentals.

Harris will use its best efforts to minimize all travel and lodging expenses. Only actual travel and lodging expenses will be billed to the Purchaser.

10. Grant of License

Harris hereby grants Purchaser a nontransferable, nonexclusive, nonrefundable license under the terms of this Agreement to use the Software Applications on its equipment subject to the following:

- a. The Purchaser may not sublicense, rent, lease or assign the Software Applications.
- b. No license is given to Purchaser for the source code to the Software Applications. The Purchaser is expressly prohibited from reverse engineering, decompiling, or disassembling the Software Applications or from creating a derivative or modified copy of the Software Applications.
- c. Initial delivery of the Software Application shall be COTS ("Commercial off the shelf"). Purchaser is not relying upon any future product future product availability or functionality upon entering into the payment obligations under this Agreement

11. Performance by Customer

(a) Co-operation by Purchaser -- The Purchaser acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Purchaser and its staff and agrees to act reasonably and co-operate fully with the Consultant to achieve the Completion of Services.

(b) Required Programs. The Purchaser acknowledges that if the use of the Software requires that the Purchaser obtain and install additional software programs, then the Purchaser agrees that the acquisition of the additional software programs shall be at its sole cost and that the cost thereof is not included in the fees herein. The Purchaser further acknowledges that the operation of the Software requires the Purchaser's hardware to be of sufficient quality, condition and repair, and the Purchaser agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of Completion of Services.

(c) Project Manager -- The Purchaser shall appoint a project manager who shall work closely with Harris Staff to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Purchaser and their co-operation with and participation in such process.

12. Warranty Disclaimer

Harris does not make, and hereby disclaims, any and all express and/or implied warranties regarding the services or any material provided by Harris to Purchaser pursuant to this agreement, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement, and warranties arising from a course of dealing, usage or trade practice. Further, Harris does not warrant that the Software Licenses will meet any exact user requirements, and that the software will operate error free or uninterrupted. In the event an error is discovered in one of the Software Applications currently covered by MSF, and the error is confirmed, Harris will make reasonable efforts to provide Purchaser with a correction.

It is acknowledged by the parties hereto that the Hardware provided by Harris to Customer pursuant to this Agreement was manufactured and delivered to Customer by a third-party manufacturer and Harris is reselling it to Customer. As such, Customer makes no warranties, express or implied, with respect to the Hardware, including, without limitation, their merchantability or fitness for a particular purpose. Any warranty Customer has with respect to the Hardware shall be solely provided by the manufacturer(s)."

13. Limitations on Liability

Purchaser agrees that Harris' liability hereunder for damages, regardless of the form of action, shall be limited to actual direct damages and shall not exceed the charges hereunder paid by Purchaser to Harris. Purchaser further agrees that Harris will not be liable for any other damages including consequential, incidental, special, exemplary damages, lost profits, failure to realize anticipated savings, data loss, loss of goodwill, business opportunities or reputation, economic loss or for any claim or demand by any third party, except a claim for patent or copyright infringement with respect to Licensed Software.

14. Change Order Process

With respect to any proposed changes to the Services defined by this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof and will not

unreasonably withhold approval of such proposed changes. If either party causes or requests a change in the allocation of the resources of Harris applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require Harris to provide additional work hours, Harris may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

The following individuals are authorized to sign off on change orders on the Purchaser's behalf:

Name: _____ Title: _____

The following individuals are authorized to sign off on change orders on Harris's behalf:

Ross D'elia VP, Business Operations

15. Cancellation Policy

In the event of cancellation of the Agreement by either party for any reason, Purchaser agrees to pay for all Software Applications delivered, any Professional Services rendered, and T&L expenses incurred prior to the cancellation. Initial down payment of deposit is non-refundable. Purchaser must provide written notification to Harris if it wishes to cancel the Agreement.

Cancellation of any on-site Services by Purchaser is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. Cancellation by Purchaser with fourteen (14) days or less of scheduled on-site Services will be billed at fifty percent (50%) of the on-site fee, plus any non-recoverable costs incurred by Harris due to advance scheduling of travel. Additionally, Purchaser hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Harris' then current schedule permits. Harris is not responsible for any delay in Purchaser's project resulting from Purchaser's cancellation of consulting. If additional services are required because the Purchaser was not adequately prepared for the on-site services, Harris will provide a Change Order to the Purchaser for the additional services.

16. Governing Law; Venue

This Agreement shall be governed by the substantive and procedural laws of the State of Michigan. Purchaser hereby agrees to submit to the exclusive jurisdiction of, and venue in, the courts in the State of Michigan in any dispute arising out of or related to this agreement

17. Entire Agreement

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. Any modification or waiver of this Agreement is effective only if it is in writing signed by an authorized representative of the party to be charged. Provisions of a Customer purchase order or similar document are not applicable if they conflict with or add to the terms of this Agreement.

St Clair County, MI

By: _____

Date: _____ Title: _____

Harris Recording Solutions

By: _____

Date: _____ Title: _____