



AGENDA

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

MEETING WILL BE HELD REMOTELY VIA WEBEX

April 1, 2021 at 6:00 PM

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

Event Address: <https://stclaircounty.webex.com/stclaircounty/onstage/g.php?MTID=e0a72f6d3281013ea1c27d696e928174e>

Event password:0000

Event Password: Audio Conference: To receive a call back, provide your phone number when you join the event;
OR
Call 1-408-418-9388 and Enter Access code: 132 942 0373

-
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. 2021 Homeland Security Grant Program – Operation Stonegarden Grant Application
 - B. Contract Approval Request - Teresa Novosel - Contract Attorney Services

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.

2021 Homeland Security Grant Program – Operation Stonegarden Grant Application

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Memo 2021 Stonegarden Application	3/10/2021	Cover Memo
📎	2021 application for BOC	3/10/2021	Cover Memo



COUNTY OF ST. CLAIR

OFFICE OF THE ADMINISTRATOR/CONTROLLER



KARRY HEPTING
Administrator/Controller

MEMO

To: Board of Commissioners

From: Marsha M. Adamkiewicz, Staff Accountant and Justin Westmiller, Emergency Management Director

Date: March 10, 2021

Re: 2021 Homeland Security Grant Program – Operation Stonegarden Grant Application

Attached you will find the 2021 Homeland Security Grant Program Operation Stonegarden grant application.

St. Clair County Emergency Management is requesting to apply for FY 2021 Operation Stonegarden grant funds in the amount of \$285,000 (\$7,125 of this amount is allocated to the State of Michigan for M & A expenses). The County typically applies for this grant each year. Our awards have been between \$93,000-\$277,875 over the last 5 years.

These funds are to be used for patrolling the U.S. border areas. The municipalities involved include the St. Clair County Sheriff's Office, St. Clair County Sheriff Marine Patrol, City of Marysville, City of Marine City, City of Port Huron, Clay Township and Michigan State Police, as well as Huron County. The City of Yale, Village of Capac, City of Memphis, and City of St. Clair are also included in this year's application.

The grant funds may be used for overtime wages and certain fringe benefits (FICA, Medicare, Unemployment, and Worker's Comp).

These funds are 100% Federal Funds with no local match required.

We are requesting approval of the FY21 Operation Stonegarden grant application at the April 15, 2021 Board of Commissioners meeting.

Chart A.1 Cost Estimates/Funding/Issues/Budget Chart (Example)

Administration/Logistics/Budget		Narrative Justification (Computation of Items)	Federal Request
Law Enforcement Operational Overtime *Over 50% in OT funding needs a Personnel Cap Waiver request letter.		St. Clair County \$221,825.19 Huron County \$21,614.13	\$243,439.32
Fringe Benefits for Law Enforcement		St. Clair County: \$18,397.75 Huron County: \$2,144.18	\$20,541.93
		Overtime and Fringe Total	\$263,981.25
General Equipment			
Special Equipment * Needs Justification Letter			
Vehicles, Watercraft, other type of vehicles * Needs Justification Letter			
Regional Capability Building Equipment * Needs Justification Letter			
		Equipment Total	
Vehicles	Fuel Cost		
	Maintenance Cost		
	Mileage Cost		
Travel, Lodging, and Per diem			
State M&A	2.5% Total allocation		\$7,125.00
County M&A	5.0% Remaining allocation	Sub-Recipient County Only	\$13,893.75
		Total Funding Cost	\$285,000.00

Itemized Cost and Justifications	
Overtime	
	= \$243,439.32 Subtotal OT
Fringe	
	= \$20,541.93 Subtotal Fringe
Equipment	
Item 1 -	
	= \$0.00 Equipment
Item 2 -	
	= \$0.00 Equipment
Fuel	
	= \$0.00 Fuel
Maintenance	
	= \$0.00 maintenance service
Mileage	
	= \$0.00 subtotal - Mileage
Travel	
	= \$0.00 subtotal for Travel
M&A	
State of Michigan	= \$7,125.00 (2.5% M&A)
St. Clair County	= \$13,893.75 (5% M&A)
Total	= \$21,018.75 Total M&A Cost

Table A.1 this table is for each individual participant for their proposed expenditures only

St Clair County (Including Huron County) Sub-Recipient Cost Summary										
	Cost Categories	Overtime	Fringe	Equip	Fuel	Main t	Mile	Tra v	M&A	Total
+ - + -	St Clair County (LAND)	\$195,510.13	\$16,222.37						\$13,893.75	\$225,626.25
		\$51.10 per hour OT rate x 3826.03 hours	\$ 3.16 (FICA) + \$ 0.74 (MED) + \$ 0.30 (W/C) +\$0.04 (Unemp) = \$4.24 x 3826.03 hours						County M&A	
	St Clair County (Marine)	\$26,315.06	\$2,175.38						\$0	\$28,490.44
		\$15 per hour OT rate x 1754.34 hours	\$0.93 (FICA) + \$0.21 (MED) + \$0.09 (W/C + \$0.01 (Unemp) = \$1.24 x 1,754.34 hours							
	Huron County	\$21,614.13	\$2,144.18						\$0	\$23,758.31
		\$47.68 per hour OT rate x 453.32 hours	\$3.65 (FICA) +\$1.08 (Unemp) = \$4.73 x 453.32 hours							

Table A.2 TOTALS - Total proposed expenditures for all participating partners

OPSG OO		(Michigan, St Clair County) Operation Order Total Budget Summary Overview								
	Cost Categories	Overtime	Fringe	Equip ment	Fuel	Mainten ance	Mileage	Travel	M&A	Total
+	Huron County	\$21,614.13	\$2,144.18							\$23,758.31
-										
	Yale	\$2,395.63	\$198.78							\$2,594.41
	Capac	\$2,395.63	\$198.78							\$2,594.41
	Memphis	\$2,395.63	\$198.78							\$2,594.41
	SCC Marine Division	\$26,315.06	\$2,175.38							\$28,490.44
	Port Huron	\$20,895.23	\$1,733.77							\$22,629.00
	Marysville	\$20,895.23	\$1,733.77							\$22,629.00
	St. Clair	\$20,895.23	\$1,733.77							\$22,629.00
	Marine City	\$20,895.23	\$1,733.77							\$22,629.00
	Clay Twp.	\$20,895.23	\$1,733.77							\$22,629.00
	MSP	\$20,895.23	\$1,733.77							\$22,629.00
	SCC Sheriff	\$62,951.86	\$5,223.41							\$68,175.27
	State M&A								\$7,125.00	\$7,125.00
	County M&A								\$13,893.75	\$13,893.75
	Total Cost	\$243,439.32	\$20,541.93						\$21,018.75	\$285,000.00

OPSG OO		(State and Name) Operation Order Total Budget Summary Overview								
	Cost Categories	Overtime	Fringe	Equip ment	Fue l	Mainten ance	Mileage	Travel	M&A	Total
+	Sub-recipient Name									
-										
	Friendly Force Name									
	Total Cost									

B. Travel:

N/A

C. Lodging:

N/A

D. Reception of Detailed Personnel:

Contract Approval Request - Teresa Novosel - Contract Attorney Services

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Memorandum_for_BOC_-_Arraignment_Attorney	3/26/2021	Cover Memo
📎	Novosel - Arraignment Contract	3/26/2021	Cover Memo

MEMORANDUM

TO: Board of Commissioners

FROM: Office of the Public Defender

DATE: March 26, 2021

SUBJECT: Contract for Part-Time Arraignment Attorneys

Part of the mission of the Public Defender's Office (as mandated by the standards imposed by the Michigan Indigent Defense Commission), is to appear with Defendants for all arraignments on criminal charges. This includes jail arraignments, arraignments in court in Port Huron and Marine City, and arraignments on bench warrants or probation violations that pop up each day. This takes a great deal of manpower and time for our staff each and every day.

Because of the large number of arraignments we do, and the amount of time the arraignments require each day, our office requested funding in our 2020-2021 budget with the State of Michigan for 2 part time contract arraignment attorneys. These attorneys would work approximately 15 to 20 hours a week and solely do arraignments. Each attorney would be paid \$25,000.00 per year for these services. The State of Michigan approved the request as part of our 2020-2021 budget.

The attached contract was drafted for the contract attorney position. We had forwarded it to Karry Hepting previously, and then made changes after it was reviewed by Gary Fletcher's office.

We have a candidate lined up and ready to go – Teresa Novosel. She is a retired prosecutor. She is well-respected by everyone in the court system, and would do an excellent job.

CONTRACT ARRAIGNMENT ATTORNEY AGREEMENT

I. The Parties. This Agreement is made between St. Clair County ("the County") with a mailing address of 302 Michigan Street, City of Port Huron, State of Michigan, and TERESA NOVOSEL, ("Contractor") with a mailing address of 3894 SPARTAN DRIVE, City of FORT GRATIOT, State of Michigan.

WHEREAS the County intends to pay the Contractor for services provided, effective APRIL, 2021, under the following terms and conditions:

II. Scope of Work. The Contractor agrees to perform the following: Providing legal representation to clients at Arraignment Hearings at the St. Clair County Intervention Center and the County Courthouses as scheduled by the County.

Hereinafter known as the "Services".

III. Payment. In consideration for the services to be performed by the Contractor, the County agrees to pay the contractor \$25,000.00 per year for the completion of Services performed. Completion shall be defined as the fulfillment of Services as described in Section II in accordance with industry standards and to the approval of the County, not to be unreasonably withheld.

The Contractor agrees to be paid monthly.

IV. Expenses. The Contractor shall be responsible for all expenses related to providing the Services under this Agreement. This includes, but is not limited to, supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions/payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided Contractor.

V. Liability Insurance (Minimum (\$) Amount). The Contractor agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, the Contractor agrees to obtain malpractice insurance coverage ("Professional Liability Insurance"). The Contractor shall provide evidence of such insurance prior to the start of the agreement.

The minimum amount (\$) for the Liability Insurance shall be a minimum amount of \$ 250,000.00/\$500,000.00.

VI. Termination. This Agreement shall terminate one year from the execution of this agreement.

In addition, the County or Contractor may terminate this Agreement, and any obligations stated hereunder, with reasonable cause by providing written notice of a material breach of the other party.

VII. Option to Terminate. The County and the Contractor shall have the option to terminate this Agreement at any time by providing 7 days' written notice.

VIII. Independent Contractor Status. The Contractor, under the code of the Internal Revenue Service (IRS), is an independent contractor, and the Contractor is not deemed an employee of the County.

In its capacity as an independent contractor, Contractor has the right to perform services for others during the term of this Agreement.

IX. Business Licenses. The Contractor represents and warrants that all he/she is properly licensed to practice law in The State of Michigan.

X. Federal and State Taxes. Under this Agreement, the County shall not be responsible for: Withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the Contractor's payments to employees or personnel or make payments on behalf of the Contractor; make federal or state unemployment compensation contributions on the Contractor's behalf; and the payment of all taxes incurred related to or while performing the Services under this Agreement, including all applicable income taxes and, if the Contractor is not a corporation, all applicable self-employment taxes. Upon demand, the Contractor shall provide the County with proof that such payments have been made.

XI. Unemployment Compensation. The Contractor shall not be entitled to unemployment compensation in connection with the Services performed under this Agreement.

XII. Workers' Compensation. The Contractor shall not be entitled to Worker's Compensation benefits in connection with the Services performed under this Agreement. The Contractor is responsible for obtaining and maintaining their own Workers' Compensation insurance to protect themselves and their employees in accordance with all Michigan statutes and laws.

XIII. Indemnification. The Contractor shall indemnify and hold the County harmless from any loss or liability from performing the Services under this Agreement.

XIV. Confidentiality. The Contractor acknowledges that it will be necessary for the County to disclose certain confidential and proprietary information to the Contractor in order for the Contractor to perform their duties under this Agreement. The Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the County. Accordingly, the Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the County without the County's prior written permission except to the extent necessary to perform services on the County's behalf.

Proprietary or confidential information includes, but is not limited to: the written, printed, graphic, or electronically recorded materials furnished by the County for Contractor to use; Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that the County makes reasonable efforts to maintain the secrecy of business or marketing plans or strategies, customer lists, or operating procedures. Upon termination of the Contractor's services to the County, or at the County's request, the Contractor shall deliver to the County all materials in the Contractor's possession relating to the County's business. The Contractor acknowledges any breach or threatened breach of confidentiality that this Agreement will result in irreparable harm to the County for which damages would be an inadequate remedy. Therefore, the County shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to the County's rights and remedies otherwise available at law.

XV. Proprietary Information. Proprietary information, under this Agreement, shall include:

The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, case information and documentation, will be the sole property of the County, and Contractor hereby assigns to the County all right, title and interest therein. Contractor retains no right to use the Work Product and agrees not to challenge the validity of the County's ownership in the Work Product:

Contractor hereby assigns to the County all right, title, and interest in any and all photographic images and videos or audio recordings made by the County during Contractor's work for them.

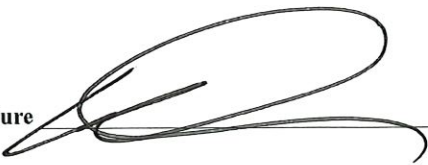
XVI. No Partnership. This Agreement does not create a partnership relationship between the County and the Contractor.

XVII. Governing Law. This Agreement shall be governed under the laws in the State of Michigan.

XIII. Severability. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

XIX. Breach Waiver. Any waiver by the Client of a breach of any section of this Agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor.

XX. Entire Agreement. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Employer and Employee.

Public Defender's Signature  _____ Date 3-20-21

Print Name _____

Administrator/Controller's Signature _____ Date _____

Print Name _____

Contractor's Signature Teresa Novosel _____ Date _____
3/24/2021

Print Name TERESA NOVASEL _____