



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**

March 3, 2022 at 6:00 PM

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- 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. Contract Approval Request - Syenergy Engineering
 - B. Raise the Age - 2023 - Intent to Apply
 - 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.

Contract Approval Request - Syenergy Engineering

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Contract Approval Request - Syenergy Engineering	2/24/2022	Cover Memo
📎	Exhaust Roof Fans - Animal Control Memo	2/24/2022	Cover Memo
📎	Syenergy Eng SCCAC Exhaust Fan Agreement 2022	2/24/2022	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
☐ CONTRACT EXTENSION
☒ BOC POLICY COMPLIANCE ☐ INCREASE WITHIN CPI-U
☐ REVIEWED BY CORP COUNSEL ☐ VALUE LESS THAN THRESHOLD
-

VENDOR: Syenergy Engineering

VALUE: \$12,350

TERM: One time purchase

CONTRACT TYPE: Equipment upgrade

SERVICE DESCRIPTION: Provide and install exhaust fans

DEPARTMENT(S): Animal Control

COMMENTS: Bids were solicited and three were submitted. Of the bids submitted, two followed the scope of work; SyEnergy's bid was lower and included an additional fan.



COUNTY OF ST. CLAIR



Building Operations & Maintenance

MEMO

To: St. Clair County Board of Commissioners

From: Darrin Koester (St. Clair County Maintenance Director)

Date: February 24, 2022

Re: Exhaust Roof Fans for Animal Shelter

I have provided you with three quotes for the project that was approved in the American Rescue Plan Act. I have listed below and provided for your review the company's that submitted quotes for these project.

Syenergy Engineering....furnish and install 4 Exhaust fans\$12,350

Metro Controls.... Furnish and install 3 Exhaust fans.....\$12,919

Superior Heating..... Furnish and install 3 Exhaust fans.....\$9,820

Per the Air quality requirements for the Animal Shelter it is my recommendation to the Board of Commissioners that we go with Syenergy Engineering. They feel with adding the extra fan replacing all four, that they can meet the necessary air exchanges that is required to achieve the air quality guild lines for the Animal Shelter. This is why we did not go with the lowest bid, they did not do the research of the building to make sure that we are meeting the requirements of the Animal Shelter. Also they are not replacing all four of the existing fan, only three in the back of the building hoping to achieve the same results.



COUNTY OF ST. CLAIR



COUNTY OF ST. CLAIR, MICHIGAN

Buildings and Grounds

PROFESSIONAL SERVICE CONTRACT

Contract Expiration Date: 5/31/22

Contract – NOT TO EXCEED \$12,350

*Not to exceed specified amount without written authorization from a St. Clair County authorized representative.

This “Contract” is made between the COUNTY OF ST. CLAIR, a Michigan Constitutional Corporation, hereinafter called “County”, and the “Contractor” as further described in the following Table. In this Contract, either Contractor or the County may also be referred to individually as a “Party” or jointly as the “Parties”.

COUNTY OF ST. CLAIR, MICHIGAN 200 Grand River Port Huron, MI 48060 (herein, the “County”)	SYNERGY ENGINEERING 2129 Austin Ave. Rochester Hills, MI 48309 (herein, the “Contractor”)
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This Contract is organized and divided into the following “Section” or “Sections” for the convenience of the Parties.

SECTION 1. CONTRACT DOCUMENTS AND DEFINITIONS

SECTION 2. CONTRACT EFFECTIVE DATE AND TERMINATION

SECTION 3. SCOPE OF CONTRACTOR’S SERVICES

SECTION 4. COUNTY PAYMENT OBLIGATION FOR CONTRACTOR’S SERVICES

SECTION 5. CONTRACTOR ASSURANCES AND WARRANTIES

SECTION 6. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION

SECTION 7. GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:



COUNTY OF ST. CLAIR



§ 1. CONTRACT DOCUMENTS AND DEFINITIONS

The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- 1.1. “Contractor Employee” means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any Contractor licenses, concessionaires, contractors, subcontractors, independent contractors, contractor’s supplies, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any person who was a Contractor Employee at anytime during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.2. “Claims” means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, courts costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the county, or for which the county may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any all alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 1.3. “County” means the County of St. Clair, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and “County Agent” as defined below.
- 1.4. “County Agent” means all elected and appointed officials, directors, board members, council members, commissioners, employees, volunteers, representatives, and/or any such persons’ successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. “County Agent” shall also include any person who was a “County Agent” anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.
- 1.5. “Day” means any calendar day, which shall begin at 12:00:01 a.m. and end at 11:59:59 p.m.
- 1.6. “Contract Documents” This contract includes and fully incorporates herein all of the following documents:



COUNTY OF ST. CLAIR



1.6.1. Attachment I: Scope of Contractor's Services

1.6.2. Attachment II: Contractor's Fee Schedule

1.6.3. Attachment III: Contractor Insurance Requirements

§ 2. **CONTRACT EFFECTIVE DATE AND TERMINATION**

2.1. The effective date of this Contract shall be March 18, 2022, and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the "Contract Expiration Date" shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Parties under no obligation are to renew or extend this Contract after Contract Expiration Date. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Contractor shall be due or owing for any Contractor services until and unless:

2.1.1. This Contract is signed by Contractor Employee, legally authorized to bind the Contractor.

2.1.2. Any and all Contractor Certificates of Insurance, and any other conditions Precedent to the Contract have been submitted and accepted by the County.

2.1.3. An authorized agent of the County of St. Clair, Michigan as provided for on the signature page of this Contract, shall be the final signatory to this Contract.

2.2. Upon the expiration of this Contract the County has the option, at the County's sole discretion, of extending this Contract for an additional term determined by the extensions on the same terms and conditions contained herein. The County shall not be obligated to pay Contractor any contract extension fee if the County elects to extend.

2.3. As a government entity, County of St. Clair tax ID#38-6006420, the County is exempt from Federal Excise, State Sales Tax, Personal Property Tax, and Use Tax.

2.4. The County may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice 30 days prior to the date of cancellation. If the County chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

§ 3. **SCOPE OF CONTRACTOR'S SERVICES**

3.1. The Contractor shall perform all services identified and itemized in Attachment I: "Scope of Contractor's Services" which is attached hereto and incorporated and made part of this Contract.

§ 4. **COUNTY PAYMENT OBLIGATIONS FOR CONTRACTOR'S SERVICES**



COUNTY OF ST. CLAIR



- 4.1. Except as otherwise expressly provided for in this Contract, the County's sole financial obligation to the Contractor for any Contractor services under this Contract shall be as defined in Attachment II: "Contractor's Fee Schedule" which is attached hereto and incorporated and made a part of this Contract.
 - 4.1.1. In no event, shall the County's amount due and owing the Contractor for any and all services rendered exceed the amount identified as the "NOT TO EXCEED AMOUNT" on the first page of this Contract. In the event the Contractor can reasonably foresee the total billings for its services will exceed this "NOT TO EXCEED AMOUNT," the Contractor shall provide the County with notice of this contingency at least 30 days before this event.
 - 4.1.2. The Contractor will invoice the County per event for services rendered. The Contractor will provide a work sheet detailing the work that was completed per the Contractor proposal. The County shall have no obligation to make payment until a proper invoice of service is submitted.
 - 4.1.3. The Contract has no security deposit requirements and no money down. The County will not be responsible for any documentation fees, filing fees, title fees, and insurance fees.
 - 4.1.4. The invoices shall be submitted in the form requested by the County. All invoices pertaining to this Contract will reference County purchase order number **P_____**.
- 4.2. Under no circumstances shall the County be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by Contractor in connection with or resulting from the Contractor's providing any services under this Contract arising out of this Contract or any claimed breach of this Contract.

§ 5. CONTRACTOR'S ASSURANCES AND WARRANTIES

- 5.1. Service Warranty. Contractor warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.
- 5.2. Business and Professional Licenses. The Contractor will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.
- 5.3. Services and Supplies. The Contractor is responsible for providing services and supplies not expressly required to be provided by the County herein.



COUNTY OF ST. CLAIR



- 5.4. Taxes. The Contractor shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. The County shall not be liable to or required to reimburse the Contractor for any federal, state and local taxes or fees of any kind. The Contractor shall be responsible for any and all personal property taxes on any and all equipment provided under this Contract. The County shall not be liable to or required to reimburse the Contractor for personal property taxes paid.
- 5.5. Contractor's Incidental Expenses. Except as otherwise expressly provided in this Contract, the Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the County including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 5.6. Right to Inspect. The County may, at reasonable times, inspect the plant, place of business, or work site of the Contractor or Subcontractor, which is pertinent to the performance of this contract.
- 5.7. Contractor Employees.
- 5.7.1. Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the services under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may required by law.
- 5.7.2. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee.
- 5.7.3. All Contractor Employees assigned to work under this Contract may, at the County's discretion, be subject to a security check and clearance by the County. Such Contractor Employees will be required to sign a Confidentiality Agreement provided by the Contractor if requested by the County. This documentation may, upon the County's request, be made available for review and verification.
- 5.8. Contractor Employee-Related Expenses. All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all Contractor Employees shall fully comply with and adhere to all of the terms of this Contract. Contractor shall be solely and completely liable for any and all applicable Contractor Employee's federal, state, or local payment withholdings or contributions and/or any and all Contractor Employees related pension or welfare benefits plan contribution under federal or state law. Contractor shall indemnify and hold the County harmless for all Claims against the County by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between the Contractor and



COUNTY OF ST. CLAIR



any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.

- 5.9. Full Knowledge of Service Expectations and Attendant Circumstances. Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review the proposed services, and review all County requirements and/or expectations under this Contract. The Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied all material in respects that it will be able to perform all obligations under the Contract as specified herein.
- 5.10. The Contractor's Relationship To The County Is That Of An Independent Contractor. Nothing in this Contract is intended to establish an employer-employee relationship between the County and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide services under this Contract by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents, or sub-contractors of the County.

§ 6. CONTRACTOR INDEMNIFICATION and INSURANCE REQUIREMENTS

6.1. Indemnification.

- 6.1.1. Contractor shall indemnify and hold the County harmless from any and all Claims which are incurred by or asserted against the County by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of Contractor or Contractor's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.
- 6.1.2. The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies. During the term of this Contract, if the validity or collectability of the Contractor's insurance is disputed by the insurance company, the Contractor shall indemnify the County for all claims asserted against the County and if the insurance company prevails, the Contractor shall indemnify the County of non-collectible accounts.
- 6.1.3. Contractor shall have no rights against the County for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the County except as expressly provided herein.
- 6.1.4. Contractor waives and releases all actions, liabilities, loss and damage including any subrogation rights it may have against the County based upon any Claim brought against the County suffered by a Contractor Employee.

6.2. Insurance Requirements.



COUNTY OF ST. CLAIR



6.2.1 At all times during this Contract, the Contractor shall obtain and maintain insurance according to the specifications indicated in Attachment III.

§ 7. GENERAL TERMS AND CONDITIONS

7.1 Cumulative Remedies. A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

7.2. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:

"CONTRACTOR'S ASSURANCES AND WARRANTIES";
"CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION";
"DAMAGE CLEAN UP TO COUNTY PROPERTY AND/OR PREMISES";
"AUDIT";
"SEVERABILITY";
"GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE"; AND
"SURVIVAL OF TERMS AND CONDITIONS".

7.3. County Right to Suspend Services. Upon written notice, the County may suspend performance of this Contract if Contractor has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the County's right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Contractor if the County suspends services under this Section.

7.4. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.

7.5. Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.

7.6. Permits and Licenses. Contractor shall be responsible for obtaining and maintaining throughout the term of this Contract all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract and to conduct business under this Contract. Upon request by the County, Contractor shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide services under this Contract.



COUNTY OF ST. CLAIR



- 7.7. Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap, or other protected category in violation of State and Federal law.
- 7.7.1 Contractor shall promptly notify the County of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Contractor.
- 7.7.2 The County, in its discretion, may consider any illegal discrimination described above as breach of this Contract and may terminate or cancel this Contract immediately with notice.
- 7.8. Reservation of Rights. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the County.
- 7.9. Conflict of Interest. Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, et seq.), no contracts shall be entered into between the County, including all agencies and departments thereof, and any County Agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the County. Contractor shall give the County notice if there are any County Agents or relatives of County Agents who are presently employed by Contractor.
- 7.10. Damage Clean Up to County Property and/or Premises. Contractor shall be responsible for any unexpected and/or unnecessary damage to any County property, its premises, or a County Agent that is caused by Contractor or Contractor's Employees. If damage occurs, Contractor shall make necessary repairs and/or replacements to the damaged property to the satisfaction of the County. If the damage cannot be completed to the County's satisfaction, Contractor shall reimburse the County the actual cost for repairing or replacing the damaged property. The Contractor shall be responsible for assuring that all County and municipal sites are restored to their original condition.
- 7.11. Contractor Use of Confidential Information. The Contractor and/or Contractor Employees shall not reproduce, provide, disclose, or give access to Confidential Information to any third party, or to any Contractor Employee. The Contractor and the Contractor Employee shall not use the Confidential Information for any purpose other than performing its services under this Contract.
- 7.11.1 This Contract imposed no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (i) was in the possession of, or was known by Contractor, prior to its receipt from the County, without an obligation to maintain its confidentiality; or (ii) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.



COUNTY OF ST. CLAIR



- 7.11.2** As used in this Contract, Confidential Information means all information that the County is required or permitted by law to keep confidential.
- 7.12.** Grant Compliance. If any part of this Contract is supported or paid with any state or federal funds granted to the County, the Contractor shall comply with all applicable grant requirements.
- 7.13.** Delegation/Subcontract/Assignment. Contractor shall not delegate, assign, or subcontract any obligations or rights under this Contract without the prior written consent of the County.
- 7.13.1** The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation or subcontract.
- 7.13.2** Any assignment, delegation, or subcontract by Contractor and approved by the County, must include a requirement that the assignee, delegate, or subcontractor will comply with the rights and obligations contained in this Contract.
- 7.13.3** The Contractor shall remain primarily liable for all work performed by any subcontractors. Contractor shall remain liable to the County for any obligations under the Contract not completely performed by any Contractor delegate or subcontractor.
- 7.13.4** Should a subcontractor fail to provide the established level of service and response, the Contractor shall contract with another agency for these services in a timely manner. Any additional costs associated with securing a competent subcontractor shall be the sole responsibility of the Contractor.
- 7.13.5** This Contract cannot be sold.
- 7.13.6** In the event that a Petition in Bankruptcy is filed and there is an assignment of this Contract by a Court, the County may declare this Contract null and void.
- 7.14.** Non Exclusive Contract. No provision in this Contract limits, or is intended to limit, in any way the Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, this Contract is a non-exclusive agreement and the County may freely engage other persons to perform the same work that the Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee the Contractor or any Contractor Employee any number of fixed or certain number or quantity of hours or services to be rendered to the County.
- 7.15.** No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term,



COUNTY OF ST. CLAIR



condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

- 7.16. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.
- 7.17. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have a substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this Contract shall be deemed the appropriate plurality, gender or possession as the context requires.
- 7.18. Notices. Notices given under this Contract shall be in writing addressed to the person listed below and shall be delivered by certified mail with signature required. Notice will be deemed given when the person listed below has signed the certified receipt of mailed letter.
- 7.18.1. If notice is sent to the Contractor, it shall be addressed to:
- Syenergy Engineering
2129 Austin Ave.
Rochester Hills, MI 48309
- 7.18.2. If notice is sent to the County, it shall be addressed to:
- County of St Clair, MI
Attn: Accounts Payable
200 Grand River, Ste 203
Port Huron, MI 48060
- 7.18.3 Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.
- 7.19. Contract Modifications of Amendments. Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by an expressly authorized Contractor Employee and by the same person who signed the Contract for the County or other County Agent as authorized by the County Administrator/Controller.



COUNTY OF ST. CLAIR



7.20. Precedence of Documents. In the event of a conflict between the terms and conditions in any of the documents comprising this Contract, the conflict shall be resolved as follows:

7.20.1 The terms and conditions contained in this main Contract document shall prevail and take precedence over any allegedly conflicting provisions in all other attachments or documents.

7.21. Governing Laws/Consent to Jurisdiction and Venue. This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the 31st Circuit Court of the State of Michigan or the 72nd District Court of the State of Michigan, as dictated by applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.

7.22. Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The undersigned executes this Contract on behalf of Contractor and the County, and by do so legally obligates and binds Contractor and the County to the terms and conditions of this Contract.

FOR THE CONTRACTOR:

BY: _____

Authorized Signer

DATE: _____

FOR THE COUNTY:

BY: _____

Karry Hepting, Administrator/Controller

DATE: _____



COUNTY OF ST. CLAIR



STATEMENT OF CONTRACTOR'S SERVICES

SYENERGY ENGINEERING

AUTOMATION | ELECTRICAL | MECHANICAL

January 31, 2022

Customer: St. Clair County

Project: Animal Shelter Exhaust fan installation

Syenergy Engineering is pleased to submit the following pricing and scope of work for the Animal Shelter exhaust fan installation. Pricing is valid for 30 days and subject to mutually agreeable terms and conditions. Scopes of work as follows:

Scope of work

- Remove and dispose of existing non-motorized fan
- provide and install the following new fans:
 - **stray dog and segregated pet area**
 - Qty 2 1558 RPM 2400 CFM exhaust fans, with manual volume dampers for balancing
 - New curbs are required for these fans to get proper air flow
 - We recommend wiring and controlling these fans separately for individual control as needed for the spaces.
- **Stray cat area:**
- Qty 1 1591 RPM, 800 CFM exhaust fan with manual volume damper
- **adoptable area:**
- Qty 1 1464 RPM 640 CFM
- **additional fan information:**
- Fans were selected with EC motors and two speed controls for all four fans. The high and low speed settings are adjustable.
- For the Blue and Pink areas, stray dog and segregated pet area there will be two identical fans exhausting this area.
- The high end airflow for the Pink and Blue areas is selected for one complete air change every 1.5 minutes. The two fans combined airflow will exhaust this volume. This volume is quite high. It is difficult to design a system to eliminate odors as there are so many variables.
- To meet the minimum ventilation code for the Pink and Blue areas, each fan is to have a low speed setting of 405 CFM.
- For the Pink and Blue areas, the existing curbs are too small for the size of fan that's needed to meet the required airflow. New curbs are included in the pricing.
- For the Stray Cats area (the larger orange area), the high end airflow is selected for one complete air change every two minutes. The low end airflow, to meet min ventilation requirements, is 180 CFM.
- For the Adoptable area (the smaller orange area), the high end airflow is selected for one complete air change every two minutes. The low end airflow, to meet min ventilation requirements, is 144 CFM.
- Each fan for the orange area includes a curb adapter to fit on the existing 19.5" x 19.5 O.D. curbs.
- Modify ductwork at each curb to fit new fan and air flow
- Inspect existing duct to be sure not blocked, sagging, etc. to ensure proper air flow. make minimal changes where needed.

SyEnergy Engineering Services
2129 Austin Ave.
Rochester Hills, MI
(248) 289-6898



COUNTY OF ST. CLAIR



SYENERGY ENGINEERING

AUTOMATION | ELECTRICAL | MECHANICAL

- Provide all labor and material for the above scope

Exclusions and clarifications

- Overtime
- Electrical and controls
- Make up air unit or make up air of any kind
- Roofing
- Verify voltage before ordering
- Anything not specified above.

Investment in the above scope of work.....\$12,350.00

Lead time is currently 10-12 weeks

Please add \$850.00 for 3 week quick build

If you would like only 1 fan for the Stray dog and Segregated pet area please deduct \$1,200.00

The above proposal is valid for 30 days. Work to be performed during standard business hours and under Syenergy Engineering's Standard terms and conditions. Please contact me at 586-453-3292 if you have any questions or need additional information.

Sincerely,
Mark Paparelli
Mechanical Service Manager
Syenergy Engineering
Mark.paparelli@syenergy.us

SyEnergy Engineering Services
2129 Austin Ave.
Rochester Hills, MI
(248) 289-6898



COUNTY OF ST. CLAIR



ATTACHMENT II

CONTRACTOR'S FEE SCHEDULE

SYENERGY ENGINEERING

AUTOMATION | ELECTRICAL | MECHANICAL

- Provide all labor and material for the above scope

Exclusions and clarifications

- Overtime
- Electrical and controls
- Make up air unit or make up air of any kind
- Roofing
- Verify voltage before ordering
- Anything not specified above.

Investment in the above scope of work.....\$12,350.00

Lead time is currently 10-12 weeks

Please add \$850.00 for 3 week quick build

If you would like only 1 fan for the Stray dog and Segregated pet area please deduct \$1,200.00

The above proposal is valid for 30 days. Work to be performed during standard business hours and under Synergy Engineering's Standard terms and conditions. Please contact me at 586-453-3292 if you have any questions or need additional information.

Sincerely,
Mark Paparelli
Mechanical Service Manager
Synergy Engineering
Mark.paparelli@synergy.us

SyEnergy Engineering Services
2129 Austin Ave.
Rochester Hills, MI
(248) 289-6898



ATTACHMENT III

CONTRACTOR INSURANCE REQUIREMENTS

The contractor, and any and all of their subcontractors, shall not commence work in the County of St. Clair until they have obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage(s) shall be with insurance carriers acceptable to the County of St. Clair.

- ☒ **Workers' Compensation Insurance:** The contractor shall procure and maintain during the life of the contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- ☒ **Commercial General Liability Insurance:** The contractor shall procure and maintain during the life of the proposed contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate for Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse and Underground Exclusions, if applicable.
- ☒ **Motor Vehicle Liability:** The contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Personal Injury, Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- ☒ **Additional Insured:** Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: The County of St. Clair, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the County of St. Clair as additional insured, coverage afforded is considered to be primary and any other insurance the County of St. Clair may have in effect shall be considered secondary and/or excess.

Cancellation Notice

Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Ten (10) days for non-payment of premium, Non-Renewal, Reduction, and/or Material Change shall be sent to: County of St. Clair, Attn: Lori Parent, Risk Management Coordinator, 200 Grand River Ave., Ste. 203, Port Huron, MI 48060.



COUNTY OF ST. CLAIR



If any of the above coverages expire during the term of the contract, the contractor shall deliver renewal certificates and/or policies to the County of St. Clair at least Ten (10) days prior to the expiration date.

Proof of Insurance Coverage

The contractor shall provide the County of St. Clair at the time of execution of the contracts, a copy of Certificates of Insurance **as well as required endorsements** for all coverage listed above.

Please direct all questions or inquiries
relative to contractor insurance requirements to:

Lori Parent, Risk Management Coordinator

County of St. Clair

200 Grand River Ave., Ste. 203

Port Huron, MI 48060

Phone: (810) 989-6313

Fax: (810) 985-3463

Email: lparent@stclaircounty.org

Raise the Age - 2023 - Intent to Apply

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Raise the Age - 2023 - Intent to Apply Memo	2/25/2022	Cover Memo
📎	Raise the Age - 2023 - Intent to Apply	2/25/2022	Cover Memo

STATE OF MICHIGAN



MICHAEL K. MCMILLAN
Court Administrator

OFFICE OF THE COURT ADMINISTRATOR
31ST JUDICIAL CIRCUIT COURT
ST. CLAIR COUNTY PROBATE COURT
31ST JUDICIAL CIRCUIT COURT - FAMILY DIVISION

201 McMORRAN BLVD. ROOM 2800
PORT HURON, MICHIGAN 48060
Adult Probate (810) 985-2066
Family Division (810) 985-2155

NATHAN ROSKEY
Director of Juvenile Services
SAMANTHA LORD
Attorney Referee
JOSEPH SCHULTE
Probate Register

To: St. Clair County Board of Commissioners
From: Michael McMillan, Court Administrator
Date: February 25, 2022
RE: **Raise the Age – 2023 – Intent to Apply**

The 31st Circuit Court Family Division is respectfully requesting that the Board of Commissioners approve the Intent to Apply for the **Raise the Age - 2023** grant submission through the Michigan Department of Health and Human Services.

Legislation has been approved that raises the age that a juvenile can come before the Family Division for delinquency matters. Offenders who are 17 years of age will no longer be considered adults and will be handled in the juvenile system. The state has indicated that all costs associated with handling 17 year-olds will be covered by the state. Reimbursement will be spilt into two different ways:

- 17 year-olds who are eligible for Child Care Fund programming – These costs will be reimbursed 100% through the Child Care Fund reimbursement process.
- 17 year-olds who are NOT eligible for CCF programming and other judicial related expenses – These costs will be reimbursed 100% through a grant program; this is what we are asking the Board to approve.

Below is what the Court will plan to ask for based upon the numbers that were submitted to the State. It is important to note that the actual expenses may change as the approval process moves forward. The expenses will not exceed \$254,680.

Raise the Age - Non CCF Expenses

<u>Item</u>	<u>Cost</u>
Mileage	\$1,733
Travel	\$692
Supplies	\$3,465
Professional Services	\$6,584
Court Appointed Attorney	\$40,688
Community Service Worker	\$45,298
Traditional Probation Officer	\$90,595
Programming/Counseling	\$52,500
Psych Evaluations	\$13,125
	<u>\$254,680</u>

We are respectfully requesting that the Board of Commissioners approved the \$54,680 Intent to Apply to MDHHS. It should be noted that there are no matching funds required for this grant. Please feel free to contact me if you have any questions or would like additional information.

Warm Regards,

A handwritten signature in blue ink, appearing to read "Michael McMillan", written in a cursive style.

Michael McMillan
Court Administrator
(810) 985-2181

Raise the Age FY23

In November 2019, legislation was passed in Michigan extending fund availability to juvenile justice to reimburse 100% of the cost to provide juvenile justice services when a court exercises jurisdiction.

Public Act 97 establishes a Raise the Age Fund within the department of Treasury, which will be used to reimburse expenses associated with exercising jurisdiction over juvenile justice youth who come under court jurisdiction. Fund Reimbursement Program.

Public Act 114 extends the already existing Child Care Fund (CCF) Reimbursement Program to include costs associated with out-of-home placements or intensive programming for a juvenile who is 17 years of age, but under the age of 18 at the time of the offense. These anticipated costs should be included under the CCF reimbursement program will be reimbursed 100% via the Raise the Age Fund.

*The purpose of this request is only to obtain an estimated dollar amount for expenditures you have understood the estimated amount may need to be amended at a later date.

Court Name	Address	Contact Name	Contact Number
31st Circuit Court/St. Clair County	201 McMorran Blvd. Port Huron, MI 48060	Michael McMillan	(810) 985-2181

What is DUNS?	DUNS stands for Digital Universal Numbering System. A DUNS number is assigned to whomever handles your accounting, or your grant manager (if you have one). For more information regarding DUNS can be found here: https://www.dnb.com located online here: https://sigma.michigan.gov/webapp/PRDVSS2X1Vendor@michigan.gov
What is FEIN?	FEIN, sometimes known as EIN, is your federal Employer ID Number. To obtain a FEIN, contact the IRS Business & Specialty Tax Line at (800)829-4933 or enter your information online to be assigned an FEIN immediately. You can then download, save, and print your FEIN. https://www.irs.gov/efile/employed/apply-for-an-employer-identification-number-ein-online
What is EGrAMS?	EGrAMS is an Electronic Grants Administration & Management System. The grantee will access the system. The grantee will utilize EGrAMS to submit their applications.

3 Grant Intent to Apply

justice youth who come under court/tribal jurisdiction at age 17. Beginning October 1, 2017, the State will assume jurisdiction over a juvenile who is 17 years of age, but under the age of 18 at the time of the offense.

The program is administered by MDHHS for reimbursement and auditing purposes through the existing CCF process. The program is not subject to court/tribal jurisdiction at age 17 that would not be reimbursable through the existing CCF process.

The program will include reimbursement of juvenile justice services and/or placement when a court order is issued. The expenditures will align with the types of costs normally eligible for CCF reimbursement as outlined in the annual CCF Annual Plan and Budget that courts submit to MDHHS for review. The program will be integrated into the already-existing CCF monthly reimbursement process.

The program is a new court expects to submit to the Raise the Age Fund via EGrAMS. As this is a new program, the program is not subject to court/tribal jurisdiction at age 17 that would not be reimbursable through the existing CCF process.

Contact Email	FEIN	Sigma Vendor Self Service Number	DUNS
mmcmillan@stclaircounty.org	386006420	CV0048270	69823615

The program is a new court expects to submit to the Raise the Age Fund via EGrAMS. As this is a new program, the program is not subject to court/tribal jurisdiction at age 17 that would not be reimbursable through the existing CCF process.

The number is issued by the IRS and is required if you will have employees. If you do not already have one, you can obtain it by clicking the link below to be redirected to the IRS web site, where you can complete the application, monthly expenditures as well as quarterly work plans.

The program is a new court expects to submit to the Raise the Age Fund via EGrAMS. As this is a new program, the program is not subject to court/tribal jurisdiction at age 17 that would not be reimbursable through the existing CCF process.



October 1, 2021, the state is
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new program, it is

**Planned Expenditure
Amount for FY 2022**

\$ 254,680.00



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If you do not have a FEIN,
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only authorized users can

What is Raise the Age?
What is DUNS?
What is FEIN?
What is EGrAMS?

In November 2019, legislation was passed in Michigan extending fund availability to juvenile justice youth who come under court/tribal jurisdiction at age 17. Beginning October 1, 2021, the state is to reimburse 100% of the cost to provide juvenile justice services when a court exercises jurisdiction over a juvenile who is 17 years of age, but under the age of 18 at the time of the offense.

DUNS stands for Digital Universal Numbering System. A DUNS number can be obtained through Duns and Bradstreet if you do not already have one. Your financial office, whomever handles your accounting, or your grant manager (if you have one) can assist you with providing your existing DUNS number or with obtaining one. Additional information regarding DUNS can be found here: <https://www.dnb.com/duns-number.html>. Every grantee will need to ensure they are registered. This information can be located online here: <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService> or you may call the Sigma Helpdesk at (517)284-

FEIN, sometimes known as EIN, is your federal Employer ID Number. The number is issued by the IRS and is required if you will have employees. If you do not have a FEIN, contact the IRS Business & Specialty Tax Line at (800)829-4933 or enter the link below to be redirected to the IRS web site, where you can complete a simple application and be assigned an FEIN immediately. You can then download, save, and print your EIN confirmation

EGrAMS is an Electronic Grants Administration & Management System to aid users in the grants process. The System is password protected and only authorized users can access the system. The grantee will utilize EGrAMS to submit their application, monthly expenditures as well as quarterly work plans.